AMENDMENT #1

City Council Agenda

SEPTEMBER 24, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
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*: October 2013, Breast Cancer Awareness Month supported by Turlock Fire Department

3. A. SPECIAL BRIEFINGS

1. COMMISSION BRIEFINGS
- Arts Commission

B. STAFF UPDATES:

1). Park Activity *(Nielsen)*

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. 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 8/29/13 in the amount of $466,060.90; Demands of 9/5/13 in the amount of $813,657.87

B. *Motion*: Accepting Minutes of Regular Meeting of September 10, 2013

C. 1 *Motion*: Approving Contract Change Order No. 2 (Final) for a credit of $43,651.48 (Fund 215) for City Project No.11-34, "Fulkerth Road Rehabilitation," bringing the contract total to $940,836.52

2. *Motion*: Accepting improvements for City Project No. 11-34, "Fulkerth Road Rehabilitation," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Making the determination that City Project No. 12-45, "Monte Vista Avenue Rehabilitation," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities" and awarding bid alternate and approving an agreement in the amount of $887,037.25 with Teichert Construction of Stockton, California, for City Project No.12-45, "Monte Vista Avenue Rehabilitation"

2. *Resolution*: Appropriating $126,676 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project

E. 1. *Motion*: Accepting notification of Contract Change Order No. 1 (Final) for a credit of $18,003.25 (Fund 216) for City Project No. 13-20, "Monte Vista Avenue Widening," bringing the contract total to $89,518.75

2. *Motion*: Accepting improvements for City Project No. 13-20, "Monte Vista Avenue Widening," and authorizing the City Engineer to file a Notice of Completion

F. *Motion*: Approving a month to month service agreement in an amount not to exceed $500 per month with Virtual Project Manager, Inc., of Bend, Oregon, to be used on future capital projects

G. *Resolution*: Appropriating $25,000 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2)

H. *Resolution*: Appropriating $500,000 to account number 420-52-551.51132 "700-Ft 16-Inch Line Kilroy (Storage Tank)" from Water Enterprise Fund 420 Capital Reserve for the Kilroy Water Line

I. 1. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Todd Engineers for a detailed hydrogeologic assessment of the eastern Turlock sub-basin, in an amount not to exceed $155,330, from account number 420-52-550.43516 "State Dept of Water Resources (DWR) Grant Funded Special Projects" (Water Enterprise)
2. *Resolution*: Appropriating $155,330 to account number 420-52-550.43516 "State Dept of Water Resources (DWR) Grant Funded Special Projects" to be funded by revenue received in account number 420-52-550.34142 "State Dept of Water Resources (DWR) Grant" from an award of funds from the Local Groundwater Assistance Grant Program by the California Department of Water Resources

J. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc., for the preparation of a Master Plan Update for the Turlock Regional Water Quality Control Facility, in an amount not to exceed $300,000, from account number 410-51-530.43346 "RWQCF Master Plan Update & Capacity Study"

K. *Motion*: Approving a Special Services Agreement City of Turlock and Kidz Love Soccer, Inc., to offer youth soccer classes

L. *Resolution*: Accepting a donation of sixteen (16) boxes of 9V batteries (192 batteries) valued at $194.72 from Carol Fairbairn for the smoke detector program

M. *Resolution*: Rescinding Resolution 2013-135 and allocating $5,000 from Fund 217 "Gas Tax" Reserve to backfill permit fees up to $157.50 per project involving curbs, gutters, sidewalks, driveways and ramps in order to reduce the financial burden to property owners associated with these repairs

N. *Motion*: Approving the Fiscal Year 2012-13 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD) and authorizing the City Manager or designee to execute related necessary documents

O. 1. *Motion*: Accepting the audit committee's recommendation to contract with Maze & Associates for professional audit services for Fiscal Year ending June 30, 2013 in an amount not to exceed $68,860 for the first year, with the option to extend the contract for four (4) additional one (1) year terms;
2) *Resolution*: Appropriating $6,360 to account number 110-10-106.43055_002 "Consultant Audit" to be funded by transfers from City Funds benefitting from the audit services

P. *Resolution*: Amending the hour regular meetings of the Successor Agency to the Turlock Redevelopment Agency are held

Q. *Motion*: Rejecting Claim for Damages filed by Dennis Buchanan

R. *Motion*: Rejecting Claim for Damages filed by Julie Buchanan Hess

S. *Motion*: Rejecting Claim for Damages filed by Bertha and Noah Miranda

T. *Motion*: Rejecting Claim for Damages filed by Victor Pineda

U. 1. *Motion*: Approving a purchase and sale agreement with Turlock Real Estate Investors 1, LLC, for the purchase of one (1) 24,766 square feet of land described as 1525 Dianne Drive (APN 089-019-005), for the realignment of Dianne Drive at Fulkerth Road, in the amount of $247,660 plus half of escrow closing costs, with a total cost not to exceed $250,000
2. *Resolution*: Appropriating $250,000 to account number 305-40-440.51270 "Construction" from Fund 305 (Transportation) Reserve for the acquisition of 24,766 square feet of land described as 1525 Dianne Drive (APN 089-019-005), for the realignment of Dianne Drive at Fulkerth Road

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public. (*Boyd*)

***Recommended Action*:**
Resolution: Assessing properties for abatement costs and establishing a lien for payment

8. SCHEDULED MATTERS: None

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

A. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
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/Community Housing, Community Housing Program Supervisor, 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, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 20th day of September, 2013.

_____
Stacey Tonarelli
Deputy City Clerk

2A

IN HONOR OF
BREAST CANCER AWARENESS MONTH
OCTOBER 2013

WHEREAS, nearly 200,000 women and 1,700 men are diagnosed with breast cancer each year; and

WHEREAS, about 40,000 of those diagnosed die each year; and

WHEREAS, October is Breast Cancer Awareness month; and

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

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

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

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

WHEREAS, one hundred percent of the proceeds will be donated to the Emanuel Cancer Center in Turlock.

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 October 2013, as **"BREAST CANCER AWARENESS MONTH"** in the City of Turlock and urge all citizens to join with City of Turlock Firefighters in their annual campaign to raise awareness and support for this worthy cause.

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 24th day of September, 2013.

_____

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 8/29/13 IN THE AMOUNT OF $466,060.90; DEMANDS OF 9/5/13 IN THE AMOUNT OF $813,657.87	}	**RESOLUTION NO. 2013-**

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:
8/29/13	$466,060.90
9/5/13	$813,657.87

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 8/23/2013 - To Payment Date: 8/29/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
94585	08/23/2013	Open			Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$100.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$100.00			
94586	08/26/2013	Open			Utility Management Refund	HEDDEN, JUSTIN	$33.52		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$33.52			
94587	08/26/2013	Open			Utility Management Refund	JOHNSON, LOUIS	$94.86		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$94.86			
94588	08/26/2013	Open			Utility Management Refund	MIN-LYN INVESTMENTS, LLC	$861.82		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$861.82			
94589	08/26/2013	Open			Utility Management Refund	PATRON, MELISSA, DORA-ATO	$272.95		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$272.95			
94590	08/26/2013	Open			Utility Management Refund	POWERHOUSE REALTY	$54.44		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$54.44			
94591	08/26/2013	Open			Utility Management Refund	VALLEY PETROLEUM INC	$4,353.70		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$4,353.70			
94592	08/26/2013	Open			Utility Management Refund	VIEIRA, JOCELYN, N	$84.88		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$84.88			
94593	08/26/2013	Open			Utility Management Refund	WARD, DAYNA	$156.21		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$156.21			
94594	08/27/2013	Open			Accounts Payable	INFOR GLOBAL SOLUTIONS	$10,851.42		

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Payment Register

From Payment Date: 8/23/2013 - To Payment Date: 8/29/2013

	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,850.00
	420 - WATER	420.11000 (Cash)			$2,850.00
	501 - Information Technology	501.11000 (Cash)			$2,427.42
	502 - Engineering	502.11000 (Cash)			$1,362.00
	505 - Fleet	505.11000 (Cash)			$1,362.00
94595	08/29/2013 Open		Accounts Payable	A & G SALES PROMOTION LTD	$784.08
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$784.08
94596	08/29/2013 Open		Accounts Payable	ACCOUNTEMPS INC	$384.78
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$192.39
	420 - WATER	420.11000 (Cash)			$192.39
94597	08/29/2013 Open		Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$1,212.12
	Paying Fund	Cash Amount			Amount
	502 - Engineering	502.11000 (Cash)			$1,212.12
94598	08/29/2013 Open		Accounts Payable	ARMOR FIRE EXTINGUISHER	$51.45
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$51.45
94599	08/29/2013 Open		Accounts Payable	AT&T / CALNET 2	$3,722.08
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$3,251.91
	205 - Sports Facilities	205.11000 (Cash)			$23.09
	255 - CDBG	255.11000 (Cash)			$12.90
	405 - Building	405.11000 (Cash)			$12.53
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$196.15
	420 - WATER	420.11000 (Cash)			$23.75
	501 - Information Technology	501.11000 (Cash)			$87.24
	502 - Engineering	502.11000 (Cash)			$13.17
	505 - Fleet	505.11000 (Cash)			$101.34
94600	08/29/2013 Open		Accounts Payable	AT&T INFO SYSTEM	$360.45
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$360.45
94601	08/29/2013 Open		Accounts Payable	AVAYA INC	$12.07
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12.07
94602	08/29/2013 Open		Accounts Payable	CHAMPION INDUSTRIAL	$2,666.97

Payment Register

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	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,666.97
94603	08/29/2013 Open		Accounts Payable	CHARTER COMMUNICATIONS	$244.98
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$92.48
	420 - WATER	420.11000 (Cash)			$42.50
	501 - Information Technology	501.11000 (Cash)			$110.00
94604	08/29/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$57,847.13
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$57,847.13
94605	08/29/2013 Open		Accounts Payable	COUNTY BANK VISA	$3,867.37
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$3,442.37
	420 - WATER	420.11000 (Cash)			$425.00
94606	08/29/2013 Open		Accounts Payable	DOWNEY & SON PAINTING	$342.80
	Paying Fund	Cash Amount			Amount
	112 - Capital Purchases	112.11000 (Cash)			$342.80
94607	08/29/2013 Open		Accounts Payable	FRAZIER MASONRY CORP	$1,692.05
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$1,692.05
94608	08/29/2013 Open		Accounts Payable	GEOANALYTICAL LAB INC	$5,707.35
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,446.10
	420 - WATER	420.11000 (Cash)			$1,261.25
94609	08/29/2013 Open		Accounts Payable	GOMES & SONS INC, JOE M	$22,714.48
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$13,019.01
	205 - Sports Facilities	205.11000 (Cash)			$541.98
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,300.66
	246 - Landscape Assessment	246.11000 (Cash)			$1,472.31
	255 - CDBG	255.11000 (Cash)			$86.57
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$76.80
	405 - Building	405.11000 (Cash)			$166.22
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,276.63
	420 - WATER	420.11000 (Cash)			$983.87
	425 - Transit - Dial A Ride	425.11000 (Cash)			$987.25
	426 - Transit - BLAST	426.11000 (Cash)			$688.25

Payment Register

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	502 - Engineering	502.11000 (Cash)			$114.93	
94610	08/29/2013 Open		Accounts Payable	GRANITE CONSTRUCTION COMPANY		$24,678.34
	Paying Fund	Cash Amount			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$24,678.34	
94611	08/29/2013 Open		Accounts Payable	HILMAR READY MIX		$394.99
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$394.99	
94612	08/29/2013 Open		Accounts Payable	HORIZON WATER & ENVIR LLC		$5,119.82
	Paying Fund	Cash Amount			Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)			$5,119.82	
94613	08/29/2013 Open		Accounts Payable	ITRON INC		$912.54
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$912.54	
94614	08/29/2013 Open		Accounts Payable	JCS PROPERTIES LLC		$1,265.55
	Paying Fund	Cash Amount			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,265.55	
94615	08/29/2013 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC		$8,277.00
	Paying Fund	Cash Amount			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$1,785.50	
	216 - Streets - Local Transportation	216.11000 (Cash)			$868.00	
	415 - Sewer Bond Projects	415.11000 (Cash)			$3,848.50	
	420 - WATER	420.11000 (Cash)			$1,775.00	
94616	08/29/2013 Open		Accounts Payable	LOZANO SMITH, LLP		$955.50
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$955.50	
94617	08/29/2013 Open		Accounts Payable	MADRUGA BROS ENT INC		$621.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$513.00	
	205 - Sports Facilities	205.11000 (Cash)			$3.00	
	255 - CDBG	255.11000 (Cash)			$6.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$87.00	
	420 - WATER	420.11000 (Cash)			$6.00	
	502 - Engineering	502.11000 (Cash)			$6.00	
94618	08/29/2013 Open		Accounts Payable	MAGIC SANDS MOBILE HOME		$252.54
	Paying Fund	Cash Amount			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$252.54	

Payment Register

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94619	08/29/2013	Open	Accounts Payable	MISSION LINEN SUPPLY INC	$15.25
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$15.25	
94620	08/29/2013	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$9.56
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$9.56	
94621	08/29/2013	Open	Accounts Payable	MULBERRY MOBILE PARK	$156.98
	Paying Fund		Cash Amount	Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)	$156.98	
94622	08/29/2013	Open	Accounts Payable	MUNISERVICES LLC	$3,918.79
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$3,918.79	
94623	08/29/2013	Open	Accounts Payable	P G & E	$180.96
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$180.96	
94624	08/29/2013	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	$72,214.13
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$72,214.13	
94625	08/29/2013	Open	Accounts Payable	PROTECH SECURITY/ELEC INC	$70.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$70.00	
94626	08/29/2013	Open	Accounts Payable	SIERRA CHEMICAL CO	$2,083.89
	Paying Fund		Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,083.89	
94627	08/29/2013	Open	Accounts Payable	STANISLAUS COUNCIL OF GOV	$33,710.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$2,668.00	
	217 - Streets - Gas Tax		217.11000 (Cash)	$31,042.00	
94628	08/29/2013	Open	Accounts Payable	T I D	$49,555.69
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$1,124.20	
	205 - Sports Facilities		205.11000 (Cash)	$1,297.71	
	216 - Streets - Local Transportation		216.11000 (Cash)	$11,610.62	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,574.64	
	420 - WATER		420.11000 (Cash)	$32,490.56	
	505 - Fleet		505.11000 (Cash)	$1,457.96	
94629	08/29/2013	Open	Accounts Payable	TID	$7,300.00

Payment Register

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	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$7,300.00	
94630	08/29/2013 Open		Accounts Payable	TID	$970.00
	Paying Fund	Cash Amount		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$970.00	
94631	08/29/2013 Open		Accounts Payable	UNITED RESOURCE SYSTEMS INC	$151.34
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$43.98	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$59.49	
	420 - WATER	420.11000 (Cash)		$47.87	
94632	08/29/2013 Open		Accounts Payable	WEST AMERICA BANK	$112,309.72
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$28,077.43	
	420 - WATER	420.11000 (Cash)		$28,077.43	
	502 - Engineering	502.11000 (Cash)		$56,154.86	
94633	08/29/2013 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,712.88
	Paying Fund	Cash Amount		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$2,712.88	
94634	08/29/2013 Open		Accounts Payable	WESTFORK ESTATES	$614.60
	Paying Fund	Cash Amount		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$614.60	
94635	08/29/2013 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$17,962.43
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$17,962.43	
94636	08/29/2013 Open		Accounts Payable	LOCAL GOVERNMENT PUBLICATIONS	$137.76
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$137.76	
94637	08/29/2013 Open		Accounts Payable	TURLOCK CEMETERY ASSOCIATION	$500.00
	Paying Fund	Cash Amount		Amount	
	502 - Engineering	502.11000 (Cash)		$500.00	
94638	08/29/2013 Open		Accounts Payable	YOSEMITE FARM CREDIT	$535.68
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$535.68	
Type Check Totals:			54 Transactions		$466,060.90
AP - Accounts Payable Totals					

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From Payment Date: 8/23/2013 - To Payment Date: 8/29/2013

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$466,060.90	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	54	$466,060.90	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$466,060.90	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	54	$466,060.90	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$466,060.90	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	54	$466,060.90	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$466,060.90	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	54	$466,060.90	$0.00

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From Payment Date: 8/30/2013 - To Payment Date: 9/5/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
94639	09/03/2013	Open			Accounts Payable	ALLEN MORTUARY	$410.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$410.00			
94640	09/03/2013	Open			Accounts Payable	DEVIDOFF, DIANA	$57.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$57.00			
94641	09/03/2013	Open			Accounts Payable	NEWTON, PATRICK	$8.00		
	Paying Fund			Cash Amount		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$8.00			
94642	09/03/2013	Open			Accounts Payable	SCHULZE, ERIK	$465.18		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$465.18			
94643	09/03/2013	Open			Accounts Payable	ZAYEHMOUREH, ANDREA	$72.00		
	Paying Fund			Cash Amount		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$72.00			
94644	09/04/2013	Open			Utility Management Refund	AMBROSIO, RODGER	$131.00		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$131.00			
94645	09/04/2013	Open			Utility Management Refund	BUTLER, SHARON	$196.00		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2.86			
	420 - WATER			420.11000 (Cash)		$193.14			
94646	09/04/2013	Open			Utility Management Refund	CARRANZA, ADRIANA	$180.64		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$0.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.43			
	420 - WATER			420.11000 (Cash)		$178.37			
94647	09/04/2013	Open			Utility Management Refund	DEL ANGEL JR, ALFONSO, L	$42.75		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$0.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.43			

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From Payment Date: 8/30/2013 - To Payment Date: 9/5/2013

	420 - WATER		420.11000 (Cash)		$40.48	
94648	09/04/2013	Open	Utility Management Refund	HERNANDEZ, CRISTINA, H		$193.40
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$193.40	
94649	09/04/2013	Open	Utility Management Refund	MEZA , BRENDA, JANET		$174.33
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$4.18	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7.16	
	420 - WATER		420.11000 (Cash)		$162.99	
94650	09/04/2013	Open	Utility Management Refund	MORENO, RAMONA, J		$237.25
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$237.25	
94651	09/04/2013	Open	Utility Management Refund	NORTON, ERN		$25.00
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$25.00	
94652	09/04/2013	Open	Utility Management Refund	REDD, BRENNAN, A.P.		$26.14
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$26.14	
94653	09/04/2013	Open	Utility Management Refund	SEQUOIA PROPERTY MGMT		$106.05
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$106.05	
94654	09/04/2013	Open	Utility Management Refund	SIDHU, JASBIR		$271.24
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$271.24	
94655	09/04/2013	Open	Utility Management Refund	TSYMBAL, MARIYA		$78.10
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$78.10	
94656	09/04/2013	Open	Utility Management Refund	WHEELER, COURTNEY		$178.28
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$178.28	
94657	09/05/2013	Open	Accounts Payable	ACCOUNTEMPS INC		$349.80
	Paying Fund		Cash Amount		Amount	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$174.90	
	420 - WATER	420.11000 (Cash)		$174.90	
94658	09/05/2013 Open	Accounts Payable	AFLAC		$5,372.76
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$5,372.76	
94659	09/05/2013 Open	Accounts Payable	AFLAC GROUP INSURANCE		$3,267.64
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$3,267.64	
94660	09/05/2013 Open	Accounts Payable	AMERICAN MESSAGING		$53.28
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$53.28	
94661	09/05/2013 Open	Accounts Payable	AMERICAN MESSAGING		$76.41
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$76.41	
94662	09/05/2013 Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		$303.03
	Paying Fund	Cash Amount		Amount	
	502 - Engineering	502.11000 (Cash)		$303.03	
94663	09/05/2013 Open	Accounts Payable	AMERINATN'L COMM SERVICE		$72.00
	Paying Fund	Cash Amount		Amount	
	255 - CDBG	255.11000 (Cash)		$72.00	
94664	09/05/2013 Open	Accounts Payable	ARMOR FIRE EXTINGUISHER		$53.67
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$53.67	
94665	09/05/2013 Open	Accounts Payable	AT&T MOBILITY		$2,914.83
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,419.39	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$204.77	
	501 - Information Technology	501.11000 (Cash)		$250.68	
	502 - Engineering	502.11000 (Cash)		$39.99	
94666	09/05/2013 Open	Accounts Payable	BANK OF AGRICULTURE & COMMERCE		$8,596.95
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$8,596.95	
94667	09/05/2013 Open	Accounts Payable	BIRCH/CALIFORNIA DIESEL COMPLIANCE INC		$520.00
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$320.00	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$160.00	
	420 - WATER	420.11000 (Cash)		$40.00	
94668	09/05/2013 Open		Accounts Payable	CALIF CAD SOLUTIONS INC	$1,500.00
	Paying Fund	Cash Amount		Amount	
	501 - Information Technology	501.11000 (Cash)		$1,500.00	
94669	09/05/2013 Open		Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$300.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$300.00	
94670	09/05/2013 Open		Accounts Payable	CENTRAL VALLEY BUSINESS	$800.73
	Paying Fund	Cash Amount		Amount	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$800.73	
94671	09/05/2013 Open		Accounts Payable	CENTRAL VALLEY CONCRETE	$212.56
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$212.56	
94672	09/05/2013 Open		Accounts Payable	CITY OF NEWMAN	$5,552.69
	Paying Fund	Cash Amount		Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$5,552.69	
94673	09/05/2013 Open		Accounts Payable	CITY OF WATERFORD	$3,072.00
	Paying Fund	Cash Amount		Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$3,072.00	
94674	09/05/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$19,906.64
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$19,906.64	
94675	09/05/2013 Open		Accounts Payable	COSTCO	$1,438.11
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,076.36	
	266 - Police Services Grants	266.11000 (Cash)		$361.75	
94676	09/05/2013 Open		Accounts Payable	COUNTY BANK VISA	$127.47
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$127.47	
94677	09/05/2013 Open		Accounts Payable	D C VIENT INC	$8,630.09
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$8,630.09	
94678	09/05/2013 Open		Accounts Payable	DIEDE CONSTRUCTION INC	$41,850.00
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$41,850.00	

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94679	09/05/2013	Open	Accounts Payable	EAH INC		$99,976.56
	Paying Fund		Cash Amount		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$99,976.56	
94680	09/05/2013	Open	Accounts Payable	ECMC		$380.10
	Paying Fund		Cash Amount		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$382.10	
	110 - General Fund		110.11000 (Cash)		($2.00)	
94681	09/05/2013	Open	Accounts Payable	ENNIS PAINT INC		$5,960.80
	Paying Fund		Cash Amount		Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)		$5,960.80	
94682	09/05/2013	Open	Accounts Payable	EQUIFAX		$5.11
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$5.11	
94683	09/05/2013	Open	Accounts Payable	FARIA, JAMIE		$624.00
	Paying Fund		Cash Amount		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$625.50	
	110 - General Fund		110.11000 (Cash)		($1.50)	
94684	09/05/2013	Open	Accounts Payable	GEOANALYTICAL LAB INC		$5,201.19
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$4,810.44	
	420 - WATER		420.11000 (Cash)		$390.75	
94685	09/05/2013	Open	Accounts Payable	HARDER'S PRINT SHOP INC		$1,598.51
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,598.51	
94686	09/05/2013	Open	Accounts Payable	HILMAR READY MIX		$161.44
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$75.34	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$86.10	
94687	09/05/2013	Open	Accounts Payable	HUB INT'L OF CA INS SVC		$269.50
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$269.50	
94688	09/05/2013	Open	Accounts Payable	IBM CORPORATION		$6,179.10
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$2,914.47	
	501 - Information Technology		501.11000 (Cash)		$3,264.63	
94689	09/05/2013	Open	Accounts Payable	IMAGE UNIFORMS(STANS) INC		$118.38
	Paying Fund		Cash Amount		Amount	

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	110 - General Fund	110.11000 (Cash)		$118.38	
94690	09/05/2013 Open		Accounts Payable	ING LIFE INSURANCE AND	$95.34
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$95.34	
94691	09/05/2013 Open		Accounts Payable	INTERSTATE SALES INC	$978.63
	Paying Fund	Cash Amount		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$978.63	
94692	09/05/2013 Open		Accounts Payable	LEHIGH HANSON INC	$229.80
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$229.80	
94693	09/05/2013 Open		Accounts Payable	LINCOLN EQUIPMENT INC	$717.48
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$717.48	
94694	09/05/2013 Open		Accounts Payable	NEVER BORING DESIGN INC	$1,335.09
	Paying Fund	Cash Amount		Amount	
	112 - Capital Purchases	112.11000 (Cash)		$1,335.09	
94695	09/05/2013 Open		Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	$3,253.60
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,253.60	
94696	09/05/2013 Open		Accounts Payable	P G & E	$7.84
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$7.84	
94697	09/05/2013 Open		Accounts Payable	PACE SUPPLY CORPORATION	$679.33
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$510.14	
	420 - WATER	420.11000 (Cash)		$169.19	
94698	09/05/2013 Open		Accounts Payable	POLYDYNE INC	$37,303.90
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$37,303.90	
94699	09/05/2013 Open		Accounts Payable	PRECISION CUSTOM WIRING	$5,945.90
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$263.72	
	112 - Capital Purchases	112.11000 (Cash)		$5,682.18	
94700	09/05/2013 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$303.15
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$237.57	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$32.79	
	420 - WATER	420.11000 (Cash)		$32.79	
94701	09/05/2013 Open		Accounts Payable	ROLAND PHD,JOCELYN E	$425.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$425.00	
94702	09/05/2013 Open		Accounts Payable	SAFE-T-LITE CO INC	$267.78
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$250.25	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$17.53	
94703	09/05/2013 Open		Accounts Payable	SIERRA CHEMICAL CO	$4,167.79
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,167.79	
94704	09/05/2013 Open		Accounts Payable	STANISLAUS AUDITOR CONTR	$155,277.79
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$155,277.79	
94705	09/05/2013 Open		Accounts Payable	STANISLAUS CTY SHERIFF	$311.75
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$313.75	
	110 - General Fund	110.11000 (Cash)		($2.00)	
94706	09/05/2013 Open		Accounts Payable	STATE OF CALIFORNIA	$110.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$110.00	
94707	09/05/2013 Open		Accounts Payable	STERICYCLE INC	$2,999.40
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,999.40	
94708	09/05/2013 Open		Accounts Payable	STEWART TITLE OF CA INC	$50,000.00
	Paying Fund	Cash Amount		Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$50,000.00	
94709	09/05/2013 Open		Accounts Payable	STEWART TITLE OF CA INC	$50,000.00
	Paying Fund	Cash Amount		Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$50,000.00	
94710	09/05/2013 Open		Accounts Payable	SUNGARD PUBLIC SECTOR INC	$66,605.64
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$66,605.64	
94711	09/05/2013 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$440.13	

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	110 - General Fund	110.11000 (Cash)		($1.00)	
94712	09/05/2013 Open		Accounts Payable	T I D	$33,985.25
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$595.58	
	205 - Sports Facilities	205.11000 (Cash)		$3,313.26	
	216 - Streets - Local Transportation	216.11000 (Cash)		$2,052.40	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,240.69	
	420 - WATER	420.11000 (Cash)		$26,606.47	
	426 - Transit - BLAST	426.11000 (Cash)		$176.85	
94713	09/05/2013 Open		Accounts Payable	TURLOCK CITY TOW INC	$614.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$614.00	
94714	09/05/2013 Open		Accounts Payable	TURLOCK CONVENTION BUREAU	$82,090.12
	Paying Fund	Cash Amount		Amount	
	120 - Tourism	120.11000 (Cash)		$82,090.12	
94715	09/05/2013 Open		Accounts Payable	TURLOCK JOURNAL	$3,499.04
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,499.04	
94716	09/05/2013 Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	$19,931.50
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$19,931.50	
94717	09/05/2013 Open		Accounts Payable	TURLOCK UNIFIED	$20,164.89
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$20,164.89	
94718	09/05/2013 Open		Accounts Payable	UNIVAR USA INC	$5,097.27
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,097.27	
94719	09/05/2013 Open		Accounts Payable	UTILITY TELEPHONE, INC.	$519.20
	Paying Fund	Cash Amount		Amount	
	501 - Information Technology	501.11000 (Cash)		$519.20	
94720	09/05/2013 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$16,632.13
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$16,632.13	
94721	09/05/2013 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$63.02
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$38.21	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$24.81	

Payment Register

From Payment Date: 8/30/2013 - To Payment Date: 9/5/2013

94722	09/05/2013	Open	Accounts Payable	ZUMAR INDUSTRIES INC		$283.59
	Paying Fund		Cash Amount		Amount	
	225 - Transportation Tax		225.11000 (Cash)		$283.59	
94723	09/05/2013	Open	Accounts Payable	ALQUIST ARMS		$16,500.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$16,500.00	
94724	09/05/2013	Open	Accounts Payable	CLEARS, INC		$50.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$50.00	
94725	09/05/2013	Open	Accounts Payable	CLEARS, INC		$410.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$410.00	
94726	09/05/2013	Open	Accounts Payable	COLUNGA, RANAE		$1,492.21
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,492.21	
94727	09/05/2013	Open	Accounts Payable	COUNTRY INN & SUITES SAN CARLOS		$166.40
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$166.40	
94728	09/05/2013	Open	Accounts Payable	GILLEY, LARRY		$321.00
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$321.00	
94729	09/05/2013	Open	Accounts Payable	HYATT REGENCY MONTEREY		$590.20
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$590.20	
94730	09/05/2013	Open	Accounts Payable	IPMA-HR		$379.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$379.00	
94731	09/05/2013	Open	Accounts Payable	LAYTON, KATIE		$20.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$20.00	
94732	09/05/2013	Open	Accounts Payable	MEDRANO, SARA		$172.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$172.00	
94733	09/05/2013	Open	Accounts Payable	NICHOLAS, ANNA		$500.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$500.00	

Payment Register

From Payment Date: 8/30/2013 - To Payment Date: 9/5/2013

94734	09/05/2013	Open	Accounts Payable	ORDAZ, MARIAM		$10.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$10.00	
94735	09/05/2013	Open	Accounts Payable	PSTC		$110.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$110.00	
94736	09/05/2013	Open	Accounts Payable	STATE OF CALIFORNIA, VEHICLE REGISTRATION		$205.00
	Paying Fund		Cash Amount		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$206.50	
	110 - General Fund		110.11000 (Cash)		($1.50)	
94737	09/05/2013	Open	Accounts Payable	YOSEMITE CHAPTER OF ICC		$100.00
	Paying Fund		Cash Amount		Amount	
	405 - Building		405.11000 (Cash)		$100.00	
Type Check Totals:			99 Transactions			$813,657.87

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$813,657.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$813,657.87	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$813,657.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$813,657.87	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**99**	**$813,657.87**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**99**	**$813,657.87**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 8/30/2013 - To Payment Date: 9/5/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	99	$813,657.87	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	99	$813,657.87	$0.00

5B

SEPTEMBER 10, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

Mayor Lazar asked for a moment of silence for Police Chief Robert Jackson's family due to the tragic loss of their beloved son, Andrew Jackson.

B. **SALUTE TO THE FLAG**

C. **SWEARING IN OF MICHAEL COOKE, MUNICIPAL SERVICES DIRECTOR**

City Clerk Kellie Weaver administered the Oath of Office to City of Turlock Municipal Services Director Michael Cooke. Mr. Cooke thanked the City Manager and City staff for their support and acknowledged family members who were present.

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

Mayor Lazar heard Item 2A after Staff Updates.

B. Mayor Lazar announced a Proclamation in recognition of "Drive 4 Pledges Day," September 19, 2013.

3. A. **SPECIAL BRIEFINGS**:

1. California State University, Stanislaus Associated Students representatives President Mariam Salameh, Governmental Affairs Administrator Amber Deming, and Vice President Marvin Hooker provided information to Council regarding upcoming Associated Students Inc. events, including monthly campus meetings, the 4th Annual StanFest Community Carnival to be held September 14, 2013, and the StanFest Travis Porter Concert to be held September 21, 2013. Ms. Salameh also thanked the City of Turlock for their partnership with CSUS during the recent evening Turlock Farmers' Market.

B. **STAFF UPDATES**

1. Development Services Director Mike Pitcock provided an update on capital projects and building activity, including the Golden State/F Street project, Harding Drain Bypass project, Fulkerth Tank and Pump Station project, Public Safety Facility, Cooper Storm Drain project, and the annual Slurry Seal project.

2. Police Captain Carl Nielsen provided an update on tow company contract compliance.

3. Police Captain Carl Nielsen provided an update on park activity and indicated he will return to Council with a comprehensive report on issues including homelessness, panhandling, crime activity and potential solutions.

4. Parks, Recreation & Community Facilities Manager Allison Van Guilder provided information and highlights on the City's Summer Recreation Program, including presenting the first issue of their quarterly report.

Mayor Lazar considered Item 2A at this time.

Item 2A. Mayor Lazar recommended that Sharon Silva be appointed as Chair, Mike Brem be appointed as Vice-Chair, Rich Borba, Michael Camara, Jeff Chapman, Matthew Davoodian, Jaskaran Dhesi, Eric Gonsalves, Julio Hallack, Benjamin Hector, Jennifer Helzer, Diana Lynn Kaysen, Yates McCallum, Richard Mowery, Jessie Orosco, Gil Perez, Jim Reape, Ram Saini, Jim Shade, Jan Tucker and Anokeen Varani be appointed as members, and Chris Borovanski, Kris Klair, Lawrence Smith and Ed Yonan be appointed as Council appointee members to the Mayor's Economic Development Task Force.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing Sharon Silva as Chair, Mike Brem as Vice-Chair, Rich Borba, Michael Camara, Jeff Chapman, Matthew Davoodian, Jaskaran Dhesi, Eric Gonsalves, Julio Hallack, Benjamin Hector, Jennifer Helzer, Diana Lynn Kaysen, Yates McCallum, Richard Mowery, Jessie Orosco, Gil Perez, Jim Reape, Ram Saini, Jim Shade, Jan Tucker and Anokeen Varani as members, and Chris Borovanski, Kris Klair, Lawrence Smith and Ed Yonan as Council appointee members to the Mayor's Economic Development Task Force. Motion unanimously carried.

C. PUBLIC PARTICIPATION:

Darrold Courtroul spoke in favor of changing due dates of utility billing cycles.

Leon Cain spoke on behalf of a non-profit coalition in favor of a grass roots effort seeking to repeal renewable fuel standards.

Kit Casey, representing Turlock businesses and Cotta's Kitchen, spoke regarding illegal activity in Denair Park and resulting safety concerns.

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

5. CONSENT CALENDAR:

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

A. **Resolution No. 2013-146** Accepting Demands of 8/15/13 in the amount of $2,513,836.22; Demands of 8/22/13 in the amount of $2,315,161.48

B. *Motion*: Accepting Minutes of Regular Meeting of August 27, 2013; Minutes of Special Meeting of August 27, 2013

C. 1. *Motion*: Making the determination that City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15303 (New Construction or Conversion of Small Structures) or 15304 (Minor Alterations of Land) or 15332 (Infill Development Projects) of the CEQA Guidelines and
2. *Motion*: Awarding bid and approving an agreement in the amount of $368,324 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane"
3. **Resolution No. 2013-147** Appropriating $10,000 to account number 215-40-420.38001_189 "Transfer from Fund 217 – GSB/Del's TS" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane"

D. **Resolution No. 2013-148** Authorizing the City Manager to sign all documents related to merging APN Nos. 042-010-003, 021, 022 & 023, City Project No. 12-60A, "Turlock Public Transit Center Phase 2"

E. *Motion*: Approving Amendment No. 4 to the agreement with Carollo Engineers increasing the total compensation by $26,208 to provide pipeline video inspection services for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

F. **Resolution No. 2013-149** Approving an amendment to the Fiscal Year 2013-14 Budget to appropriate $9,840 to account number 305-40-442.43270 "General Plan Update" from Capital Facility Fee Administrative Reserves to prepare Final Cost Estimates for Roadway Projects for the update to the City's Capital Facility Fee Program

G. **Resolution No. 2013-150** Approving an amendment to the Fiscal Year 2013-14 Budget to re-appropriate $72,700 to account number 305-40-444.47086 "Morgan Ranch Master Plan" from unspent funds from the prior Fiscal Year (2012-13) Budget to cover the consultant costs associated with preparation of the Morgan Ranch Master Plan

H. 1. **Resolution No. 2013-151** Approving an amendment to appropriate Grant revenues and expenses to revenue account number 110-40-400.34400 "Proposition 84 Fiscal Tool Grant" and expenditure account number 110-40-400.43055_004 "Consultant Proposition 84 Fiscal Tool Grant," in the amount of $20,000 in Fiscal Year 2013-14
2. *Motion*: Approving Amendment No. 3 to extend the term of the Professional Services Agreement between the City of Turlock and AECOM Technical Services, Inc., from June 30, 2013 to October 30, 2013, to develop a countywide financial model for the ten jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan Update Scenarios

I. 1. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Provost & Pritchard Professional Services for PCE Remediation System Optimization and Groundwater Monitoring and Reporting in Downtown Turlock, in an amount not to exceed $172,810, from Fund 420-52-550-43504 "PCE Monitoring and Remediation" (Water Enterprise)
2. **Resolution No. 2013-152** Appropriating $252,070 to account number 420-52-550-43504 "PCE Monitoring and Remediation" to be funded by revenue received in account number 420-52-550-35507 "PCE Recovery" from an award of funds from the Cleanup and Abatement Account by the State Water Resources Control Board for the purpose of PCE Remediation System Optimization and Groundwater Monitoring and Reporting in Downtown Turlock

J. **Resolution No. 2013-153** Approving the amended Parks, Recreation and Public Facilities part-time employee wage scale for Fiscal Year 2013-14

K. **Resolution No. 2013-154** Authorizing the release of property from Police Property and Evidence for City acquisition and auction through PropertyRoom.com

L. **Resolution No. 2013-155** Approving the donation of three (3) police canine vehicle backseat inserts to the Lindsay (California) Department of Public Safety

M. **Resolution No. 2013-156** Appropriating $6,666 to account number 240-00-000-200.44010_006 "Computer-New World Software Licenses" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for the purchase of additional Financial Management and Utility Management software licenses

N. **Resolution No. 2013-157** Appropriating $46,726 to account number 110-10-112.43100_001 "Insurance Property" from Fund 110 "General Fund" reserve balance for coverage for the Public Safety Facility

O. **Resolution No. 2013-158** Re-appropriating unspent funds from Fiscal Year 2012-13 of $55,668 to account number 506-00-000-231.48001_091 "Transfers Out to Fund 215 Sweep/Maintenance Vac Vehicle" from Fund 506 "Vehicle/Equipment Replacement Fund-Streets" reserve balance for the local match required to fully fund the purchase associated with City Project No. 11-18 "Purchase of CNG Street Sweeper CML-5165(063)"

P. **Resolution No. 2013-159** Cancelling the City Council meeting scheduled for Tuesday, November 26, 2013

Q. *Motion*: Rejecting Claim for Damages filed by Roni Roberts

R. *Motion*: Rejecting Claim for Damages filed by Nicholas and Elizabeth Schuller

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. City Manager Roy Wasden presented the staff report on the request to affirm the City Manager's action of having mailed a letter in opposition to SB 594 which would prohibit local government organizations to take positions on ballot measures that affect their members, noting that the bill has been significantly amended and is now acceptable.

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

Action: **Resolution No. 2013-160** Affirming the City Manager's action of having mailed a letter in opposition to SB 594 which would prohibit local government organizations to take positions on ballot measures that affect their members was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak requested as concerns in parks are explored that all parks be considered. She also spoke of the need to support public safety to make sure our community is kept safe. Councilmember DeHart added that he would like to see codes currently on the books be enforced.

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

A. *Conference with Real Property Negotiators*, Cal. Gov't Code §54956.8
Property: 1525 Dianne Drive, APN 089-019-005
Agency Negotiators: Roy Wasden
Negotiating Parties: Turlock Real Estate Investors, LLC
Under Negotiation: Price and Terms of Payment

Action: No reportable action.

B. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
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/Community Housing, Community Housing Program Supervisor, 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, Municipal Services Deputy Director, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember White, seconded by Councilmember Bublak, to adjourn at 6:35 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5C

Council Synopsis

September 24, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 (Final) for a credit of $43,651.48 (Fund 215) for City Project No. 11-34, "Fulkerth Road Rehabilitation," bringing the contract total to $940,836.52

Motion: Accepting improvements for City Project No. 11-34, "Fulkerth Road Rehabilitation," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 26, 2013, City Council awarded a contract in the amount of $884,488.00 to Granite Construction Company of Watsonville, California for City Project No. 11-34, "Fulkerth Road Rehabilitation."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$884,488.00	2/26/13
Change Order No. 1	$100,000.00	6/11/13
Change Order No. 2(Final)	($43,651.48)	9/24/13
Adjusted Contract Total	$940,836.52	

Change Order #2 (Final) includes an adjustment of final quantities for the actual quantities installed plus the following extra work items:

1. Grind Additional Area for Digouts

During the grinding operations it was discovered the thickness of the existing asphalt surfacing was less than 2" in some spots. As the grinder processed the material it became apparent that additional grinding and placement of hot mix asphalt was needed to ensure longevity of the proposed improvements. The Contractor was directed to grind an additional 2" in select areas that would receive additional asphalt the next day; giving the location more structural integrity. The Contractor completed the work per force account.

2. Pave Digouts
As referenced in Contract Change Order No.2 item 1, additional asphalt material was needed at select areas where the existing asphalt thickness was not sufficient. The Contractor was directed to place an additional 2" of hot mix asphalt to provide a suitable surface that was structurally sound to place the finished roadway on. The Contractor completed the work per force account.

3. Tie in New Pipe to DI
During the course of construction, an unknown buried utility was found that was in conflict with the storm drain pipe connection. The pipe alignment had to be lowered to avoid the conflict which resulted in modifying the existing connections from a storm drain line to the DI. The Contractor completed the work per force account.

4. Furnish new G-5 Boxes
The contract required the Contractor to set the utility boxes in the street for the traffic signal detectors to the finished grade. The existing valve boxes were not reusable as they were demolished. The Contractor was directed to furnish new boxes to replace the existing ones and set those boxes to grade. The Contractor completed the work per force account.

5. Additional Striping
The Contractor was directed to install striping than what was shown on the original plans. The striping was changed when the median was added; however, the full cost impact of the striping changes were not finalized at the time of the median addition. The Contractor was directed to install a particular traffic stripe that was not part of the contract and thus could not be tracked with the original quantities. The Contractor completed the work per an agreed upon lump sum.

6. Additional Signs
Additional bike lane striping, symbols and signs were required to be installed. Per the MUTCD, regulatory signs and striping are required for class 2 bike lanes. The existing signs did not meet the requirements for class 2 bike lanes. The Contractor was directed to furnish and install additional striping and signage as required by the MUTCD. The Contractor completed the work per an agreed upon lump sum.

This project used approximately 10,300 scrap tires exclusively from California.

This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

3. BASIS FOR RECOMMENDATION:

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

B) This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Funds have been encumbered in line item number 215-40-420.51210 "Federal Construction Project" and are available for contingencies such as this Contract Change Order No. 2 (Final). The original contract amount of $884,488.00 will be decreased in the amount of $43,651.48, bringing the total contract to $940,836.52.

This project is funded by multiple funding sources as identified below.

- RSTP $647,448
- CalRecycle $122,500
- Section 2103 Gas Tax Funds $180,000
- CFF (Transportation) $100,000

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of rehabilitation to an existing roadway that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject approval of Contract Change Order No. 2. Staff does not recommend this alternative because the changes were needed to meet the purpose and need of the project.

B. Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

CONTRACT CHANGE ORDER

Date issued: 24-Sep-13 **Change Order No.:** 2 (FINAL)
Project Name: Fulkerth Road Rehabilitation

Granite Construction
2716 South Granite Court
Fresno, CA 93706

Project No.: 11-34
Contract For: $884,488.00
Contract Award Date: February 26, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$833,563.05
Contractor's Bid Amount for Bid Items	--	--	--	$884,488.00
Subtotal of Difference				**($50,924.95)**
1. Grind Additional Area for Digouts	FA	1	$864.43	$864.43
2. Pave Dig Outs	FA	1	$3,269.74	$3,269.74
3. Tie in New Pipe to DI	FA	1	$716.02	$716.02
4. Furnish new G-5 Valve Boxes	FA	1	$688.28	$688.28
5. Additional Stripping	LS	1	$585.00	$585.00
6. Additional Signs	LS	1	$1,150.00	$1,150.00
		Total this CCO=		**($43,651.48)**

The original contract sum =	**$884,488.00**
Net change by previous change orders =	**$100,000.00**
The contract amount will decrease in the amount of =	**($43,651.48)**
The new contract sum including this change order will be =	**$940,836.52**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Fulkerth Road Rehabilitation **Project No. 11-34**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization & Demobilization	LS	$43,000.00	1.00	$43,000.00	1.00	$43,000.00	$0.00
2	Construction Project Sign	EA	$3,000.00	2.00	$6,000.00	2.00	$6,000.00	$0.00
3	Soil Disturbance Lead Compliance Plan & Traffic S	LS	$2,500.00	1.00	$2,500.00	1.00	$2,500.00	$0.00
4	Remove Existing Improvements	LS	$30,000.00	1.00	$30,000.00	1.00	$30,000.00	$0.00
5	Remove Thermoplastic Traffic Stripes/Markings ar	LS	$10,000.00	1.00	$10,000.00	1.00	$10,000.00	$0.00
6	Clearing and Grubbing	LS	$15,000.00	1.00	$15,000.00	1.00	$15,000.00	$0.00
7	Earthwork	LS	$10,000.00	1.00	$10,000.00	1.00	$10,000.00	$0.00
8	Minor Concrete (Sidewalk)	SF	$8.00	265.00	$2,120.00	196.00	$1,568.00	$552.00
9	Access Ramp (Retrofit)	EA	$400.00	11.00	$4,400.00	11.00	$4,400.00	$0.00
10	Access Ramp	EA	$4,000.00	8.00	$32,000.00	8.00	$32,000.00	$0.00
11	Grinding	SY	$1.50	38269.00	$57,403.50	38,990.00	$58,485.00	($1,081.50)
12	RHMA-G	TON	$90.00	4125.04	$371,253.60	4,605.00	$414,450.00	($43,196.40)
13	Adjusting Frames and Covers to Grade	EA	$650.00	99.00	$64,350.00	110.00	$71,500.00	($7,150.00)
14	Adjust Utility Box to Grade	EA	$100.00	1.00	$100.00	1.00	$100.00	$0.00
15	Traffic Signal Detector System	LS	$47,000.00	1.00	$47,000.00	1.00	$47,000.00	$0.00
16	Detail 39	LF	$0.70	5696.00	$3,987.20	5,847.00	$4,092.90	($105.70)
17	Detail 10	LF	$0.40	7997.00	$3,198.80	7,713.00	$3,085.20	$113.60
18	Detail 29	LF	$1.00	120.00	$120.00	228.00	$228.00	($108.00)
19	Detail 38	LF	$1.00	1613.00	$1,613.00	1,112.00	$1,112.00	$501.00
20	Detail 39A	LF	$0.70	1725.00	$1,207.50	2,013.00	$1,409.10	($201.60)
21	Detail 23	LF	$1.00	900.00	$900.00	505.00	$505.00	$395.00
22	Detail 26	LF	$0.10	3312.00	$331.20	1,725.00	$172.50	$158.70
23	Detail 22	LF	$1.10	3946.00	$4,340.60	5,260.00	$5,786.00	($1,445.40)
24	12" White Stripe	LF	$2.85	1554.00	$4,428.90	1,363.00	$3,884.55	$544.35
25	Pavement Markings	SF	$4.50	1300.00	$5,850.00	1,278.00	$5,751.00	$99.00
26	Temorary Traffic Control Plan	LS	$49,208.75	1.00	$49,208.75	1.00	$49,208.75	$0.00
27	Preping the Existing Surface	LS	$30,000.00	1.00	$30,000.00	1.00	$30,000.00	$0.00
28	Storm Drain Pipe	LF	$250.00	63.00	$15,750.00	63.00	$15,750.00	$0.00
29	Remove & Replace Catch Basin	LS	$4,000.00	1.00	$4,000.00	1.00	$4,000.00	$0.00
30	Manhole (60")	EA	$8,000.00	1.00	$8,000.00	1.00	$8,000.00	$0.00
31	Digout Near STA 37+20	LS	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	$0.00

32	Digout Near STA 42+60	LS	$1,500.00	1.00	$1,500.00	1.00	$1,500.00	$0.00
33	Replace Manhole Lid	EA	$250.00	2.00	$500.00	2.00	$500.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$833,563.05**		**$851,238.00**	**($50,924.95)**
C.O. #	***CHANGE ORDERS***							
	CHANGE ORDER #1							
1	Install raised concrete median	LS	$100,000.00	1	$100,000.00	0	$0.00	$100,000.00
	CHANGE ORDER #2							
1	Grind Additional Area for Digouts	FA	$864.43	1	$864.43	0	$0.00	$864.43
2	Pave Dig Outs	FA	$3,269.74	1	$3,269.74	0	$0.00	$3,269.74
3	Tie in New Pipe to DI	FA	$716.02	1	$716.02	0	$0.00	$716.02
4	Furnish new G-5 Valve Boxes	FA	$688.28	1	$688.28	0	$0.00	$688.28
5	Additional Stripping	LS	$585.00	1	$585.00	0	$0.00	$585.00
6	Additional Signs	LS	$1,150.00	1	$1,150.00	0	$0.00	$1,150.00
	SUB-TOTAL CHANGE ORDER ITEMS =				**$107,273.47**		**$0.00**	**$107,273.47**
	TOTAL PROJECT =				**$940,836.52**		**$851,238.00**	**$56,348.52**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 11-34
FULKERTH ROAD REHABILITATION

Notice is hereby given that work on the above-referenced project located in City right-of-way at Fulkerth Road from State Route 99, eastward to Golden State Boulevard in the City of Turlock, was completed by the undersigned agency on September 24, 2013. The contractor of work was Granite Construction Company, 2716 Granite Ct., Fresno, CA 93706, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on September 25, 2013 at Turlock, California, Stanislaus County

5D

Council Synopsis

September 24, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 12-45, "Monte Vista Avenue Rehabilitation," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities" and awarding bid alternate and approving an agreement in the amount of $887,037.25 with Teichert Construction of Stockton, California, for City Project No.12-45, "Monte Vista Avenue Rehabilitation"

Resolution: Appropriating $126,676 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On September 10, 2013 Staff received five bids for City Project No. 12-45, "Monte Vista Avenue Rehabilitation." Teichert Construction of Stockton, California, was the lowest responsible bidder with a base bid in the amount of $916,982.15 and a bid alternate in the amount of $887,037.25.

Bid Summary:

COMPANY NAME	BASE BID AMOUNT	BID ALTERNATE AMOUNT
Teichert Construction	$916,982.15	$887,037.25
George Reed	$937,141.75	$904,731.75
Knife River Construction	$989,174.35	$918,078.55
Granite Construction	$1,064,275.20	$1,051,620.00
American Paving Company	$1,278,294.83	$1,195,453.31

This project utilizes federal funds from the RSTP program that the City receives on an annual basis and will rehabilitate Monte Vista Avenue from Crowell Road, eastward to Geer Road. The project will install a rubberized asphalt overlay, upgrade the access ramps to meet current ADA standards and install a concrete

median closing the opening at the intersection of Monte Vista Avenue and Niagara Street. The median opening is being closed as a safety measure due to the number of traffic collisions with the unprotected left turn movement.

3. BASIS FOR RECOMMENDATION:

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

B) This projects funding is comprised of a majority of federal and state funding ($938,676) and these funds must be used for this project or the City will forfeit all of these funds.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$1,077,371.01	$887,037.25	$88,703.73	$88,703.73	$12,926.31

This project is funded by multiple funding sources as identified below.

- RSTP $938,676
- Section 2103 Gas Tax Funds $140,000

When the 2013/14 budget was prepared, Staff estimated using $13,324 in Section 2103 Gas Tax Funds for matching (to RSTP monies) and costs not covered by federal funds. Staff requests the transfer of $126,676 in additional Section 2103 Gas Tax Funds from Fund 217 to complete the funding package for this project. The additional Gas Tax Funds sought after have already been approved for a street rehabilitation project and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420. 51210 "Monte Vista Avenue Rehabilitation Rehabilitation (#12-45)" for the anticipated project cost of $1,077,371.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of rehabilitation to an existing roadway that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

In accordance with 23 CFR 771.117 and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(d): activity (d)(1).

This project is exempt from air conformity requirements.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available specifically for this project.

CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Monte Vista Avenue Rehabilitatior
PROJECT NUMBER: 12-45
BID OPENING: September 10, 2013

ANTICIPATED COUNCIL AWARD DATE September 24, 2013

				ENGINEER'S EST.		1 Teichert Construction		2 George Reed		3 Knife River Construction		4 Granite Contsruction		5 American Paving Company	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	$15,000.00	$15,000.00	$92,000.00	$92,000.00	$41,000.00	$41,000.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$40,000.00	$40,000.00
2	Construction Project Sign	EA	2	$1,750.00	$3,500.00	$3,500.00	$7,000.00	$1,500.00	$3,000.00	$700.00	$1,400.00	$750.00	$1,500.00	$2,000.00	$4,000.00
3	Remove Existing Improvements	LS	1	$21,500.00	$21,500.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$13,000.00	$13,000.00	$5,000.00	$5,000.00
4	Remove Pavement Markers	LS	1	$1,250.00	$1,250.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00
5	Temporary Traffic Control Plan	LS	1	$30,000.00	$30,000.00	$83,800.00	$83,800.00	$75,000.00	$75,000.00	$65,000.00	$65,000.00	$126,000.00	$126,000.00	$145,000.00	$145,000.00
6	Earthwork	LS	1	$11,500.00	$11,500.00	$30,000.00	$30,000.00	$75,000.00	$75,000.00	$66,370.00	$66,370.00	$2,500.00	$2,500.00	$40,000.00	$40,000.00
7	Minor Concrete (Sidewalk)	SF	270	$6.00	$1,620.00	$15.00	$4,050.00	$8.00	$2,160.00	$7.65	$2,065.50	$20.00	$5,400.00	$8.50	$2,295.00
8	Access Ramp (Retrofit)	EA	10	$700.00	$7,000.00	$850.00	$8,500.00	$500.00	$5,000.00	$385.00	$3,850.00	$500.00	$5,000.00	$950.00	$9,500.00
9	Access Ramp	EA	3	$4,500.00	$13,500.00	$2,000.00	$6,000.00	$3,000.00	$9,000.00	$2,650.00	$7,950.00	$4,200.00	$12,600.00	$3,100.00	$9,300.00
10	Minor Concrete (Dirveway)	EA	1	$5,500.00	$5,500.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$2,700.00	$2,700.00	$4,500.00	$4,500.00	$4,700.00	$4,700.00
11	Grinding (2" Total Depth)	SY	50,864	$1.25	$63,580.00	$0.50	$25,432.00	$0.10	$5,086.40	$1.55	$78,839.20	$2.00	$101,728.00	$2.25	$114,444.00
12	Pavement Reinforcing Fabric	SY	50,864	$1.50	$76,296.00	$0.85	$43,234.40	$1.00	$50,864.00	$1.45	$73,752.80	$1.50	$76,296.00	$1.77	$90,029.28
13	HMA (2" Lift)	TON	6,010	$61.00	$366,610.00	$54.65	$328,446.50	$55.00	$330,550.00	$66.00	$396,660.00	$70.00	$420,700.00	$85.00	$510,850.00
14	Adjusting Frames and Covers to Grade (Sewer)	EA	12	$500.00	$6,000.00	$900.00	$10,800.00	$750.00	$9,000.00	$750.00	$9,000.00	$1,100.00	$13,200.00	$1,000.00	$12,000.00
15	Adjusting Frames and Covers to Grade (Storm)	EA	1	$500.00	$500.00	$1,000.00	$1,000.00	$750.00	$750.00	$750.00	$750.00	$1,100.00	$1,100.00	$1,000.00	$1,000.00
16	Adjusting Frames and Covers to Grade (Water)	EA	33	$175.00	$5,775.00	$485.00	$16,005.00	$450.00	$14,850.00	$750.00	$24,750.00	$1,100.00	$36,300.00	$750.00	$24,750.00
17	Traffic Signal Detector System	LS	1	$39,435.00	$39,435.00	$83,500.00	$83,500.00	$106,000.00	$106,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00
18	Temporary Traffic Striping	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$30,000.00	$30,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$15,000.00	$15,000.00
19	Detail 10	LF	8,183	$1.00	$8,183.00	$0.55	$4,500.65	$0.50	$4,091.50	$0.50	$4,091.50	$0.50	$4,091.50	$0.80	$6,546.40
20	Detail 23	LF	425	$1.00	$425.00	$1.10	$467.50	$1.00	$425.00	$1.00	$425.00	$1.00	$425.00	$1.00	$425.00
21	Detail 26	LF	7,037	$1.00	$7,037.00	$0.40	$2,814.80	$0.35	$2,462.95	$0.35	$2,462.95	$0.35	$2,462.95	$0.50	$3,518.50
22	Detail 30	LF	90	$1.00	$90.00	$2.05	$184.50	$2.00	$180.00	$2.00	$180.00	$2.00	$180.00	$2.00	$180.00
23	Detail 37B	LF	1,390	$1.00	$1,390.00	$1.10	$1,529.00	$1.00	$1,390.00	$1.00	$1,390.00	$1.00	$1,390.00	$0.75	$1,042.50
24	Detail 38	LF	1,792	$1.00	$1,792.00	$1.25	$2,240.00	$1.20	$2,150.40	$1.20	$2,150.40	$1.00	$1,792.00	$0.75	$1,344.00
25	Detail 38A	LF	130	$1.00	$130.00	$1.10	$143.00	$1.00	$130.00	$1.00	$130.00	$1.00	$130.00	$0.75	$97.50
26	Detail 39	LF	5,155	$1.00	$5,155.00	$0.90	$4,639.50	$0.85	$4,381.75	$0.85	$4,381.75	$0.85	$4,381.75	$0.65	$3,350.75
27	Detail 40A	LF	75	$1.00	$75.00	$3.10	$232.50	$3.00	$225.00	$3.00	$225.00	$3.00	$225.00	$0.80	$60.00
28	12" White Thermoplastic Stripe	LF	1,621	$3.00	$4,863.00	$3.30	$5,349.30	$3.25	$5,268.25	$3.25	$5,268.25	$3.50	$5,673.50	$3.00	$4,863.00
29	Thermoplastic Pavement Markings	SF	1,002	$3.00	$3,006.00	$3.80	$3,807.60	$3.75	$3,757.50	$3.75	$3,757.50	$3.75	$3,757.50	$3.00	$3,006.00
30	Paint Red Curb	LF	2,119	$1.50	$3,178.50	$1.10	$2,330.90	$1.00	$2,119.00	$1.00	$2,119.00	$1.00	$2,119.00	$1.10	$2,330.90

31	Install R3-7 Sign and Post	EA	2	$100.00	$200.00	$225.00	$450.00	$220.00	$440.00	$220.00	$440.00	$220.00	$440.00	$285.00	$570.00
32	Install R81 Sign and Post	EA	11	$100.00	$1,100.00	$200.00	$2,200.00	$185.00	$2,035.00	$185.00	$2,035.00	$185.00	$2,035.00	$265.00	$2,915.00
33	Install R2-1 Sign and Post	EA	3	$100.00	$300.00	$225.00	$675.00	$220.00	$660.00	$220.00	$660.00	$220.00	$660.00	$285.00	$855.00
34	Sanitary Sewer Drop Manhole	LS	1	$12,500.00	$12,500.00	$10,000.00	$10,000.00	$14,500.00	$14,500.00	$7,200.00	$7,200.00	$11,000.00	$11,000.00	$10,000.00	$10,000.00
35	Sanitary Sewer Pipe	LF	85	$100.00	$8,500.00	$175.00	$14,875.00	$205.00	$17,425.00	$100.00	$8,500.00	$100.00	$8,500.00	$225.00	$19,125.00
36	Shoring	LS	1	$7,500.00	$7,500.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00	$3,300.00	$3,300.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00
37	Minor Concrete (Vertical Curb)	LF	887	$20.00	$17,740.00	$25.00	$22,175.00	$20.00	$17,740.00	$21.50	$19,070.50	$24.00	$21,288.00	$31.00	$27,497.00
38	Irrigation System	LS	1	$27,500.00	$27,500.00	$9,000.00	$9,000.00	$12,000.00	$12,000.00	$7,300.00	$7,300.00	$7,400.00	$7,400.00	$37,700.00	$37,700.00
39	Landscaping System	LS	1	$32,500.00	$32,500.00	$30,600.00	$30,600.00	$25,000.00	$25,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$30,000.00	$30,000.00
Total =				$816,730.50		$916,982.15		$937,141.75		$989,174.35		$1,064,275.20		$1,278,294.83	

CITY OF TURLOCK

BIDDER'S SUMMARY BID ALTERNATE

PROJECT TITLE: Monte Vista Avenue Rehabilitatior
PROJECT NUMBER: 12-45
BID OPENING: September 10, 2013

ANTICIPATED COUNCIL AWARD DATE September 24, 2013

						1		2		3		4		5	
				ENGINEER'S EST.		Teichert Construction		George Reed		Knife River Construction		Granite Contsruction		American Paving Company	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	$15,000.00	$15,000.00	$89,000.00	$89,000.00	$43,000.00	$43,000.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$40,000.00	$40,000.00
2	Construction Project Sign	EA	2	$1,750.00	$3,500.00	$3,500.00	$7,000.00	$1,500.00	$3,000.00	$700.00	$1,400.00	$750.00	$1,500.00	$2,000.00	$4,000.00
3	Remove Existing Improvements	LS	1	$21,500.00	$21,500.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$5,000.00	$5,000.00
4	Remove Pavement Markers	LS	1	$1,250.00	$1,250.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00
5	Temporary Traffic Control Plan	LS	1	$30,000.00	$30,000.00	$83,800.00	$83,800.00	$75,000.00	$75,000.00	$65,000.00	$65,000.00	$160,000.00	$160,000.00	$145,000.00	$145,000.00
6	Earthwork	LS	1	$11,500.00	$11,500.00	$30,000.00	$30,000.00	$75,000.00	$75,000.00	$48,375.00	$48,375.00	$2,500.00	$2,500.00	$40,000.00	$40,000.00
7	Minor Concrete (Sidewalk)	SF	270	$6.00	$1,620.00	$15.00	$4,050.00	$8.00	$2,160.00	$7.65	$2,065.50	$20.00	$5,400.00	$8.50	$2,295.00
8	Access Ramp (Retrofit)	EA	10	$700.00	$7,000.00	$850.00	$8,500.00	$500.00	$5,000.00	$385.00	$3,850.00	$500.00	$5,000.00	$950.00	$9,500.00
9	Access Ramp	EA	3	$4,500.00	$13,500.00	$2,000.00	$6,000.00	$3,000.00	$9,000.00	$2,650.00	$7,950.00	$4,200.00	$12,600.00	$3,100.00	$9,300.00
10	Minor Concrete (Dirveway)	EA	1	$5,500.00	$5,500.00	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$2,700.00	$2,700.00	$4,500.00	$4,500.00	$4,700.00	$4,700.00
11	Grinding (1.5" Total Depth)	SY	50,864	$1.15	$58,493.60	$0.50	$25,432.00	$0.10	$5,086.40	$1.55	$78,839.20	$1.70	$86,468.80	$2.09	$106,305.76
12	RHMA-G (1.5" Lift)	TON	4,536	$95.00	$430,920.00	$76.00	$344,736.00	$76.50	$347,004.00	$92.00	$417,312.00	$100.00	$453,600.00	$116.00	$526,176.00
13	Adjusting Frames and Covers to Grade (Sewer)	EA	12	$500.00	$6,000.00	$900.00	$10,800.00	$750.00	$9,000.00	$750.00	$9,000.00	$1,100.00	$13,200.00	$1,000.00	$12,000.00
14	Adjusting Frames and Covers to Grade (Storm)	EA	1	$500.00	$500.00	$1,000.00	$1,000.00	$750.00	$750.00	$750.00	$750.00	$1,100.00	$1,100.00	$1,000.00	$1,000.00
15	Adjusting Frames and Covers to Grade (Water)	EA	33	$175.00	$5,775.00	$485.00	$16,005.00	$450.00	$14,850.00	$750.00	$24,750.00	$1,100.00	$36,300.00	$750.00	$24,750.00
16	Traffic Signal Detector System	LS	1	$39,435.00	$39,435.00	$83,500.00	$83,500.00	$106,000.00	$106,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00	$82,000.00
17	Temporary Traffic Striping	LS	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$30,000.00	$30,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$15,000.00	$15,000.00
18	Detail 10	LF	8,183	$1.00	$8,183.00	$0.55	$4,500.65	$0.50	$4,091.50	$0.50	$4,091.50	$0.50	$4,091.50	$0.80	$6,546.40
19	Detail 23	LF	425	$1.00	$425.00	$1.10	$467.50	$1.00	$425.00	$1.00	$425.00	$1.00	$425.00	$1.00	$425.00
20	Detail 26	LF	7,037	$1.00	$7,037.00	$0.40	$2,814.80	$0.35	$2,462.95	$0.35	$2,462.95	$0.35	$2,462.95	$0.50	$3,518.50
21	Detail 30	LF	90	$1.00	$90.00	$2.05	$184.50	$2.00	$180.00	$2.00	$180.00	$2.00	$180.00	$2.00	$180.00
22	Detail 37B	LF	1,390	$1.00	$1,390.00	$1.10	$1,529.00	$1.00	$1,390.00	$1.00	$1,390.00	$1.00	$1,390.00	$0.75	$1,042.50
23	Detail 38	LF	1,792	$1.00	$1,792.00	$1.25	$2,240.00	$1.20	$2,150.40	$1.20	$2,150.40	$1.00	$1,792.00	$0.75	$1,344.00
24	Detail 38A	LF	130	$1.00	$130.00	$1.10	$143.00	$1.00	$130.00	$1.00	$130.00	$1.00	$130.00	$0.75	$97.50
25	Detail 39	LF	5,155	$1.00	$5,155.00	$0.90	$4,639.50	$0.85	$4,381.75	$0.85	$4,381.75	$0.85	$4,381.75	$0.65	$3,350.75
26	Detail 40A	LF	75	$1.00	$75.00	$3.10	$232.50	$3.00	$225.00	$3.00	$225.00	$3.00	$225.00	$0.80	$60.00
27	12" White Thermoplastic Stripe	LF	1,621	$3.00	$4,863.00	$3.30	$5,349.30	$3.25	$5,268.25	$3.25	$5,268.25	$3.50	$5,673.50	$3.00	$4,863.00
28	Thermoplastic Pavement Markings	SF	1,002	$3.00	$3,006.00	$3.80	$3,807.60	$3.75	$3,757.50	$3.75	$3,757.50	$3.75	$3,757.50	$3.00	$3,006.00
29	Paint Red Curb	LF	2,119	$1.50	$3,178.50	$1.10	$2,330.90	$1.00	$2,119.00	$1.00	$2,119.00	$1.00	$2,119.00	$1.10	$2,330.90
30	Install R3-7 Sign and Post	EA	2	$100.00	$200.00	$225.00	$450.00	$220.00	$440.00	$220.00	$440.00	$220.00	$440.00	$285.00	$570.00

31	Install R81 Sign and Post	EA	11	$100.00	$1,100.00	$200.00	$2,200.00	$185.00	$2,035.00	$185.00	$2,035.00	$185.00	$2,035.00	$265.00	$2,915.00
32	Install R2-1 Sign and Post	EA	3	$100.00	$300.00	$225.00	$675.00	$220.00	$660.00	$220.00	$660.00	$220.00	$660.00	$285.00	$855.00
33	Sanitary Sewer Drop Manhole	LS	1	$12,500.00	$12,500.00	$10,000.00	$10,000.00	$14,500.00	$14,500.00	$7,200.00	$7,200.00	$11,000.00	$11,000.00	$10,000.00	$10,000.00
34	Sanitary Sewer Pipe	LF	85	$100.00	$8,500.00	$175.00	$14,875.00	$205.00	$17,425.00	$100.00	$8,500.00	$100.00	$8,500.00	$225.00	$19,125.00
35	Shoring	LS	1	$7,500.00	$7,500.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00	$3,300.00	$3,300.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00
36	Minor Concrete (Vertical Curb)	LF	887	$20.00	$17,740.00	$25.00	$22,175.00	$20.00	$17,740.00	$21.50	$19,070.50	$24.00	$21,288.00	$31.00	$27,497.00
37	Irrigation System	LS	1	$27,500.00	$27,500.00	$9,000.00	$9,000.00	$12,000.00	$12,000.00	$7,300.00	$7,300.00	$7,400.00	$7,400.00	$37,700.00	$37,700.00
38	Landscaping System	LS	1	$32,500.00	$32,500.00	$30,600.00	$30,600.00	$25,000.00	$25,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$30,000.00	$30,000.00
Total =				$799,658.10		$887,037.25		$904,731.75		$918,078.55		$1,051,620.00		$1,195,453.31	

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-45

Monte Vista Avenue Rehabilitation
STPL-5165(071)

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

TEICHERT CONSTRUCTION
P O BOX 1118
STOCKTON, CA 95201-1118

hereinafter called "Contractor" on this 24th day of September, 2013 (hereinafter called the "Agreement").

RECITALS

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

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

C On September 24, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:
Contractor shall perform the work described briefly as follows:

The work consists, in general, of: grinding, minor concrete to comply with ADA, traffic signal detectors, hot mix asphalt overlay, striping and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 12-45, "Monte Vista Avenue Rehabilitation STPL-5165(071)."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction

and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Eight Hundred Eighty Seven Thousand Thirty Seven and 25/100ths Dollars ($887,037.25).** Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty Five (35)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

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

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this

agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand One Hundred** and no/100ths Dollars **($2,100.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions

in Section 4-1.03B, “Increased or Decreased Quantities”, of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, “Force Account Payment”, of the Caltrans Standard Specifications, plus a contractor’s fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A ”Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

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

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

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

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

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under

other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

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

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

22. Contract Security:

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

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

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

24. Contractor's Insurance:

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

may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their 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) Surety bonds as described below.

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

(1) General Liability (including operations, products and completed operations): $2,000,000 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: $2,000,000 per occurrence for bodily injury and property damage.

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

(4) Employer's Liability: $2,000,000 per accident for bodily injury or disease.

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

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor 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 or with an insurer to which the City has provided prior approval.

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

Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

(i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any

liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. Interpretation:

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

32. Antitrust Claims:

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

33. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

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

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____Dollars ($_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-45, "Monte Vista Avenue Rehabilitation STPL-5165(071),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____day of _____, 20__.

_____
(Principal)
By: X_____

By: X_____

_____
(Surety)
By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of_____ Dollars ($_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-45, "Monte Vista Avenue Rehabilitation STPL-5165(071),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $126,676 TO ACCOUNT NUMBER 215-40.420.51210 "FEDERAL STREET PROJECTS" TO BE FUNDED VIA A TRANSFER OF SECTION 2103 GAS TAX MONIES FROM FUND 217 "GAS TAX FUND" FOR CITY PROJECT NO. 12-45, "MONTE VISTA AVENUE REHABILITATION" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THE PROJECT	**RESOLUTION NO. 2013-**

WHEREAS, The City secured federal RSTP funds for the rehabilitation of Monte Vista Avenue from Crowell Road to Geer Road; and

WHEREAS, per the federal program guidelines, the City must provide a minimum funding match for the federal monies; and

WHEREAS, the City must utilize the federal funds for this specific project as identified through the NEPA process; and

WHEREAS, the Gas Tax Fund is specifically for use of roadway rehabilitation; and

WHEREAS, these Gas Tax monies are available for use; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $126,676 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from fund 217 "Gas Tax Fund" for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

5E

Council Synopsis

September 24, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) for a credit of $18,003.25 (Fund 216) for City Project No. 13-20, "Monte Vista Avenue Widening," bringing the contract total to $89,518.75

Motion: Accepting improvements for City Project No. 13-20, "Monte Vista Avenue Widening," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 28, 2013, City Council awarded a contract in the amount of $107,552.00 to Serna Construction Inc. of Fresno, California for City Project No. 13-20, "Monte Vista Avenue Widening."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$107,552.00	5/28/13
Change Order No. 1(Final)	($18,003.25)	9/24/13
Adjusted Contract Total	$89,518.75	

Change Order No. 1 (Final) includes an adjustment of final quantities for the actual quantities installed. The scope was adjusted during construction to meet the actual field conditions which resulted in the substantially decreased quantities. The project was completed in accordance with City standards, contract documents and in good workmanlike manner.

3. BASIS FOR RECOMMENDATION:

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

B) This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a Address growth related issues (current and future)
i. Street overlay management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Funds have been encumbered in line item number 216-40-422.51220 "Monte Vista Avenue Widening (Project No. 13-20)" and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of $107,552.00 will be decreased in the amount of $18,003.25, bringing the total contract to $89,518.75.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of widening a portion of Monte Vista Avenue and adding sidewalks to connect two portions of existing sidewalks. The widening will eliminate a bottleneck and connect two portions of Monte Vista Avenue. This project will not create additional through lanes and does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject approval of Contract Change Order No. 1. Staff does not recommend this alternative because the changes were needed to meet the purpose and need of the project.

B. Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

CONTRACT CHANGE ORDER

Date issued: 24-Sep-13 **Change Order No.:** 1 (FINAL)
Project Name: Monte Vista Avenue Widening

Serna Construction, Inc.
5019 E. Nevada
Fresno, CA. 93727

Project No.: 13-20
Contract For: $107,522.00
Contract Award Date: May 28, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$89,518.75
Contractor's Bid Amount for Bid Items	--	–	–	$107,522.00
Subtotal of Difference				**($18,003.25)**
		Total this CCO=		**($18,003.25)**

The original contract sum =	**$107,522.00**
Net change by previous change orders =	**$0.00**
The contract sum will be decreased by this Contract Change Order =	**($18,003.25)**
The new contract sum including this change order will be =	**$89,518.75**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Monte Vista Avenue Widening **Project No. 13-20**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	$8,000.00	100.00%	$8,000.00	100.00%	$8,000.00	$0.00
2	Traffic Control	LS	$3,000.00	100.00%	$3,000.00	100.00%	$3,000.00	$0.00
3	Remove Existing Improvements	LS	$1,000.00	100.00%	$1,000.00	100.00%	$1,000.00	$0.00
4	Clearing and Grubbing	LS	$8,000.00	100.00%	$8,000.00	100.00%	$8,000.00	$0.00
5	Earthwork	LS	$6,000.00	100.00%	$6,000.00	100.00%	$6,000.00	$0.00
6	Minor Concrete (Curb and Gutter)	LF	$25.00	355.00	$8,875.00	355	$8,875.00	$0.00
7	Minor Concrete (Sidewalk)	SF	$4.00	3064.00	$12,256.00	3,064	$12,256.00	$0.00
8	Tree Well	EA	$300.00	9.00	$2,700.00	9	$2,700.00	$0.00
9	Irrigation Sleeve	LS	$1,000.00	100.00%	$1,000.00	100.00%	$1,000.00	$0.00
10	Catch Basin	LS	$4,500.00	100.00%	$4,500.00	100.00%	$4,500.00	$0.00
11	Manhole	LS	$3,500.00	100.00%	$3,500.00	100.00%	$3,500.00	$0.00
12	18" HDPE Storm Drain Pipe	LF	$35.00	18.00	$630.00	18	$630.00	$0.00
13	French Drain	LF	$40.00	180.00	$7,200.00	180	$7,200.00	$0.00
14	Shoring	LS	$1,000.00	100.00%	$1,000.00	100.00%	$1,000.00	$0.00
15	Fire Hydrant Run	LS	$7,000.00	100.00%	$7,000.00	100.00%	$7,000.00	$0.00
16	Aggregate Base	CY	$43.00	43.00	$1,849.00	137	$5,891.00	($4,042.00)
17	Hot Mix Asphalt	TON	$125.00	104.07	$13,008.75	200	$25,000.00	($11,991.25)
18	Striping	LS	$2,000.00	0.00%	$0.00	100.00%	$2,000.00	($2,000.00)
	SUB-TOTAL CONTRACT ITEMS =				**$89,518.75**		**$99,552.00**	**($18,033.25)**
C.O. #	***CHANGE ORDERS***							
	SUB-TOTAL CHANGE ORDER ITEMS =				**$0.00**		**$0.00**	**$0.00**
	TOTAL PROJECT =				**$89,518.75**		**$99,552.00**	**($18,033.25)**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 13-20
MONTE VISTA AVENUE WIDENING

Notice is hereby given that work on the above-referenced project located in City right-of-way at Monte Vista Avenue west of Dels Lane in the City of Turlock, was completed by the undersigned agency on September 24, 2013. The contractor of work was Serna Construction Inc., 5019 East Nevada, Fresno, CA 93727, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on September 25, 2013 at Turlock, California, Stanislaus County

Council Synopsis

5F

September 24, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a month to month service agreement in an amount not to exceed $500 per month with Virtual Project Manager, Inc., of Bend, Oregon, to be used on future capital projects

2. DISCUSSION OF ISSUE:

The City of Turlock has a continuous need for a project management software tool for each capital project that is undertaken. Virtual Project Manager, VPM, is a subscription based service that Staff, consultants and contractors will use for the construction of capital projects. VPM allows more efficient communication and transparency as well as the ability to convert paper based project management processes to an electronic format. VPM creates a permanent record of each entry that is stored for each capital project that cannot be altered at any time; thus creating an excellent resource should the City need to retrieve the data at a later date.

Staff is recommending an ongoing month-to-month agreement in an amount of $500 per month. The efficiency as well as the ability to have an electronic, permanent record for each capital project is well worth the cost of $500 per month.

3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.

B) Staff will be able to increase efficiency and have an electronic permanent record for each capital project.

Strategic Plan Initiative B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The adopted Fiscal Year 2013-14 budget includes the expense of VPM for the entire fiscal year. Funds are encumbered and available in line item number 502-40-410.43060 "Contract Services" for the use of VPM.

No General Fund money will be used for VPM.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that professional materials testing and inspection services are necessary for many projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.

VIRTUAL PROJECT MANAGER
SERVICE AGREEMENT

This Service Agreement is entered into by and between **Virtual Project Manager, Inc.**, hereinafter referred to as "**VPM**", whose address is P.O. Box 8127 Bend, OR. 97708, and **The City of Turlock**, hereinafter referred to as "Customer."

Services - VPM shall provide Services as specified below:

SERVICE	LOCATION	PROJECTS	$FEE /MO.	COMMENTS
First Office/Monthly	**The City of Turlock, Ca**	Unlimited	500.00	Monthly Fee
System Setup/ Certification	**The City of Turlock, Ca**		0.00	One Time Training/Setup Fee
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	

TOTAL FEE PER MONTH = $500.00

Services - VPM shall provide user access and/or certification:

- Seven days per week, twenty-four hours per day access to your systems data.
- Data is kept on VPM's server with unlimited storage space.
- Unlimited number of users.
- 24-hour security of your data with fire wall protection.
- 1500 Kw emergency generator back-up.

On going phone support for the two administrators at **The City of Turlock.**

In consideration for the services provided by VPM, Customer agrees to pay to VPM the sum of **$500.00** on a monthly basis for the term of this Agreement, subject to 1.5% per month late fee, or the statutory limit, whichever is lower.

OK for Agenda

Limited Liability - In no event will VPM be liable to Customer or any third party claiming through Customer, for loss of business, general damages, incidental damages, consequential damages, or special damages arising out of the use of the Internet Services provided under the terms of this Agreement, security breaches as a result of the connection to the Internet, or accessing materials deemed improper or inappropriate for any employee, agent, or customer of the Customer, or third party acting on behalf of the Customer or for any violation of the intellectual property rights of others.

Warranties - VPM makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and /or information residing on or passing through any networks accessed by Customer using the Internet Services.

Agreement Term - The term of this Agreement shall commence in **July, 2013** and continues automatically on a month to month basis if not canceled.

Termination - Notice of cancellation of this Agreement after the initial term (one month) must be provided to VPM at least 30 days in advance in written form and delivered to the address above by First Class U.S. Mail. Any changes to the terms of this Agreement after the initial term (one month) shall be made in writing at least 30 days prior to any such changes taking effect. Should the Customer terminate this Agreement prior to the end of the initial term (one month), Customer shall pay VPM an early cancellation fee of seventy percent (70%) of the remaining monthly fees for the remaining term (one month) of the Agreement or one month service fee whichever is greater.

General Terms and Conditions - The following general terms and conditions apply to this entire Agreement unless specifically excluded:

Under no circumstances can VPM, Inc.'s product and/or services be reproduced, resold, or sold directly without the written consent of VPM, Inc.

No users outside of **The City of Turlock**, other than the Customer's employees or clients can be added to the system without VPM inc. system certification or consent.

All notices, requests, amendments, demands, and consents required or permitted under this Agreement shall be in writing and sent to the addresses of the parties shown on this Agreement. Any written notice shall be considered delivered if hand delivered in person or sent via registered or certified mail. Notices shall also be considered delivered if sent by FAX and a confirmation is printed on the sender's FAX machine.

The validity, construction, and performance of the Agreement is governed by the laws of California.

In the event of failure of Customer to pay the fees according to the terms of this Agreement, Customer agrees to pay the cancellation fee described above and to pay for attorney fees and other collection fees VPM may incur in the enforcement of this Agreement.

The signers of this Agreement represent that they have the authority to bind their respective companies to the terms of this Agreement.

Amendments, waivers, or modifications of this Agreement shall be effective only if executed in writing by authorized representatives of both parties.

This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties. The Customer may not assign its rights in this Agreement without the permission of the other party to any majority owned subsidiary or in the event of a merger, consolidation, or sale of the assets of the assigning party.

The parties agree to adopt the facsimile signature in the signature block of this Agreement printed by the recipient's FAX machine as though it were an original signature.

I agree to pay for all charges for the specified Services and to abide by the terms and conditions set forth on all pages of this Agreement. Furthermore, I understand and agree that the failure to pay for the services in a timely manner shall be considered a material breach of this Agreement.

The City of Turlock
156 S. Broadway, Ste 150
Turlock, CA 95380

Name_____

Signature_____

Date_____

VIRTUAL PROJECT MANAGER, INC.
P.O. Box 8127
Bend, OR 97708

Name_____

Signature_____

Date_____

5G

Council Synopsis

September 24, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $25,000 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2)

2. DISCUSSION OF ISSUE:

In 2004, the City of Turlock established Community Facilities District (CFD) #2 to raise revenue to mitigate the public service impacts of new development. Although originally enacted as part of the Northeast Turlock Master Plan, the fee applies Citywide and becomes a condition of approval for all new development within the City requiring approval of a legislative act. The level of the fee was determined through a Fiscal Impact Analysis prepared by Economic Planning Systems, the consultant the City has retained on an annual basis to perform economic studies of this type. At that time, the Analysis found that it cost more to provide public safety and park maintenance services to new residential development than the taxes generated.

The existing CFD #2 was phased in over the past 10 years. The maximum annual assessment for a single family residential unit started at $400 for the first three years of the District (first year is 2005-06 fiscal year), then increased to $500 for the next three years, and now sits at $600 per year. Beginning in the 2014-15 fiscal year, the $600 annual assessment will increase by 2% annually. Due to the rising costs of providing public services, the City finds itself once again in the position that the cost of providing public services is outstripping the tax revenue it receives.

The new General Plan identifies the need to reexamine the CFD fee schedules:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

This reexamination would occur through the preparation of a new Fiscal Impact Analysis document. The estimated cost to prepare this document is $25,000. Once prepared, if the City Council decides to establish a new CFD for public services, staff recommends that specialized legal services be secured to advise the City on the formation of the CFD. It is estimated that these services would cost approximately $15,000. The total cost to implement a new CFD would be approximately $40,000. Currently, CFD #2 generates approximately $450,000 of additional revenue to pay for services otherwise funded through the General Fund.

Although the existing CFD#2 does allow for administration costs to be paid from the revenues received, no funds are set aside to review the adequacy of the fee schedule. In order to proceed with this study, funds would have to be allocated from the General Fund Reserve.

On August 13, 2013, the City Council considered this item and directed staff to prepare this budget amendment. Staff is requesting only the amount required to perform the fiscal impact analysis at this time in the amount of $25,000. Should the City Council decide to establish a new Community Facilities District based upon the findings of that report, staff would recommend that outside legal counsel be hired to assist the City in establishing the new district. That amount, approximately $15,000, would be requested in a separate budget amendment at that time.

3. BASIS FOR RECOMMENDATION:

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

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility

District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

- Policy 10.4-w states that "When preparing master plans, (the City will) assess the ability of the Police Department to maintain service levels, and identify strategies to mitigate potential service impacts" by ensuring that "funding mechanisms are updated to provide adequate funding of required facilities, equipment, apparatus, and services."

B. The Strategic Plan includes actions to establish a new CFD to mitigate the public service impacts of new development:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
d. Create a balanced, sustainable budget within thirty-six (36) months.

ACTIONS: *Council*

a. Adopt a new Community Facilities District to ensure adequate funding of ongoing costs of providing police, fire and park maintenance services.

ACTIONS: *Staff*

a. Prepare a new Community Facilities District proposal for consideration by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: If approved, approximately $40,000 will be required to pay for the cost of the Fiscal Impact Analysis (estimated at $25,000) and legal professional services (estimated at $15,000). The only source of funding available to pay for this work is the General Fund Reserve. Staff time will also be required to support the development of this report.

Budget Amendment: Staff is requesting a budget amendment for the first part of the analysis, the fiscal impact analysis, totaling approximately $25,000. Should the City Council decide to establish a new Community Facility District, staff would return with a separate request for outside legal counsel in the amount of $15,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This decision does not constitute a "project" under the California Environmental Quality Act. Pursuant to Section 15060(c)(1), this decision will not result in a direct or reasonably foreseeable indirect physical change in the environment.

7. ALTERNATIVES:

Do not direct staff to move forward with establishing a new CFD. Staff does not recommend this option due to the shortfall that is created in the current General Fund Budget to pay for the cost of police, fire and park maintenance services.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $25,000 TO ACCOUNT NUMBER 110-10-112.43060_008 "CONTRACT SERVICES PUBLIC SERVICE MITIGATION FEE CFD #2" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE TO RE-EXAMINE THE EXISTING PUBLIC SERVICE MITIGATION FEE (COMMUNITY FACILITIES DISTRICT #2)	**RESOLUTION NO. 2013-**

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

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

WHEREAS, it is necessary to contract with Economic Planning Systems to prepare a fiscal impact assessment to establish the need for a new Community Facilities District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $25,000 to account number 110-10-112.43060_008 "Contract Services Public Service Mitigation Fee CFD #2" from Fund 110 "General Fund" reserve balance to re-examine the existing Public Service Mitigation Fee (Community Facilities District #2).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5H

Council Synopsis

September 24, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $500,000 to account number 420-52-551.51132 "700-Ft 16-Inch Line Kilroy (Storage Tank)" from Water Enterprise Fund 420 Capital Reserve for the Kilroy Water Line

2. DISCUSSION OF ISSUE:

Currently, the City has two (2) one million gallon water storage tanks. These facilities allow for a large volume of water to be stored and then used as demands on the water system increase during the day or, in particular, during a fire event. The City has one storage tank on South Kilroy Road that provides water to southwest Turlock, primarily the Turlock Regional Industrial Park. The tank's operational effectiveness is somewhat limited by the size of the 10-inch water line that serves it. By installing a larger line, 16-inches, the tank may be filled and emptied more efficiently. The upsized water line will, in effect, increase the capacity of the City's water system in the area.

This capital project was identified two years ago; however, because of the operational deficit in the Water Fund, this project was delayed and then defunded. Due to recent interest in additional industrial development in the Turlock Regional Industrial Park, staff recommends that this project be prioritized and funding be restored. The proposed project is consistent with previous City Council actions to construct critical infrastructure to facilitate economic development.

3. BASIS FOR RECOMMENDATION:

A. In 2008, the City sold a water bond to fund upgrades and improvements to the City's water system. The water bond allowed for the development of a capital reserve to fund projects such as the proposed 16-inch water line in South Kilroy Road.

B. Due to increased interest in industrial growth, it behooves the City to increase the capacity of the City's water system in a timely manner to remove any potential impediments to economic investment in Turlock.

C. There are adequate capital reserves in the Water Fund for the project. This project is a long-term investment in the water system that is needed even if the Council decides to proceed with a surface water supply project.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

Goal(s): b-ii. Address Growth-Related Issues – Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment:
Appropriate $500,000 to account number 420-52-551.51132 "700-Ft 16-Inch Line Kilroy (Storage Tank)" from Water Enterprise Fund 420 Capital Reserve.

The Water Fund has a 2013-14 capital reserve of $6,022,037.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council could elect not to proceed with the South Kilroy Water Line Project. This alternative is not recommended because additional capacity in the water system is important to meet future peak demands.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $500,000 TO ACCOUNT NUMBER 420-52-551.51132 "700-FT 16-INCH LINE KILROY (STORAGE TANK)" FROM WATER ENTERPRISE FUND 420 CAPITAL RESERVE FOR THE KILROY WATER LINE	}	**RESOLUTION NO. 2013–**

WHEREAS, the City has one water storage tank on South Kilroy Road that provides water to the Turlock Regional Industrial Park; and

WHEREAS, the operational effectiveness and efficiency of the tank could be enhanced by installing a 16-inch water line; and

WHEREAS, due to interest in additional industrial development in the Turlock Regional Industrial Park, staff recommends that this project be prioritized and funded in the 2013-14 fiscal year; and

WHEREAS, the proposed project will increase the capacity of the City's water system, in a timely manner, to remove any potential impediments to economic investment in Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $500,000 to account number 420-52-551.51132 "700-Ft 16-Inch Line Kilroy (Storage Tank)" from Water Enterprise Fund 420 Capital Reserve for the Kilroy Water Line.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5I

Council Synopsis

September 24, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Todd Engineers for a detailed hydrogeologic assessment of the eastern Turlock sub-basin, in an amount not to exceed $155,330, from account number 420-52-550.43516 "State Dept of Water Resources (DWR) Grant Funded Special Projects" (Water Enterprise)

Resolution: Appropriating $155,330 to account number 420-52-550.43516 "State Dept of Water Resources (DWR) Grant Funded Special Projects" to be funded by revenue received in account number 420-52-550.34142 "State Dept of Water Resources (DWR) Grant" from an award of funds from the Local Groundwater Assistance Grant Program by the California Department of Water Resources

2. DISCUSSION OF ISSUE:

As a member of the Turlock Groundwater Basin Association (TGBA), the City participates in groundwater management efforts within the Turlock sub-basin.

The TGBA developed a Basin-Wide Groundwater Management Plan (GWMP) in 1997, which was updated in March 2008. A key objective in the GWMP is to identify declining water level and to monitor overdraft conditions. Data indicates that the eastern portion of the sub-basin has been experiencing overdraft conditions for some time. The TGBA wishes to conduct a detailed hydrogeologic assessment of the eastern sub-basin to better understand this critical recharge area.

On April 12, 2012, the City Council authorized the City of Turlock to apply for a grant under the California Local Groundwater Assistance (LGA) Grant Program to help fund the detailed hydrogeologic assessment. Therefore, the City of Turlock acted as the applicant for the TGBA.

This LGA program was designed to assist local public agencies in conducting groundwater studies, monitoring, or management activities. The maximum grant amount is $250,000 per applicant.

On July 15, 2013, the Department of Water Resources (DWR) notified the City that its application was successful; however, the award of funds was $158,450. Nevertheless, Todd Engineers has been able to revise their scope of work to the satisfaction of the TGBA and DWR and the award of funds has been finalized. The final scope of work is for $155,330.

As the applicant, the City of Turlock is responsible for the management of the grant funds. Staff time associated with project reporting and management – approximately $3,120 – will be reimbursed as part of the grant.

In order to proceed with this important project, staff requests that the Council approve the professional services agreement with Todd Engineers.

3. BASIS FOR RECOMMENDATION:

A. The City of Turlock is entirely dependent on groundwater for its water supply and is a member of the Turlock Groundwater Basin Association (TGBA). The TGBA is charged with managing regional groundwater resources through its adopted Groundwater Management Plan.

B. To obtain a better understanding of conditions in the Turlock groundwater basin, a detailed hydrogeologic assessment of the eastern portion of the sub-basin is necessary.

C. The LGA Grant Program is intended to assist local public agencies in conducting groundwater studies, monitoring, or management activities. The TGBA has received a grant in the amount $158,450.

D. Todd Engineers is duly qualified to perform this work.

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:
$155,330 from 420-52-550.43516 "State Dept. of Water Resources (DWR) Grant-Funded Special Projects" (Water Enterprise) to be funded by an award of funds from the Local Groundwater Assistance Grant Program by the California Department of Water Resources

There is no impact to the General Fund

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not accept the grant funds and choose not to proceed with the study. This alternative is not recommended because the grant will provide much needed information on the hydrogeologic conditions in the far eastern portion of the basin, a critical groundwater recharge area. The additional data is intended to assist in improved groundwater resource management for the region.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TODD ENGINEERS
to
Conduct a Detailed Hydrogeologic Characterization of a 115-Square-Mile Portion of the Eastern Turlock Subbasin
CITY CONTRACT NO. 13-067

THIS AGREEMENT is made this 24th day of September, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Todd Engineers, a Consulting Firm, 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 to conduct a detailed hydrogeologic characterization of a 115-square-mile portion of the eastern Turlock Subbasin (funded by the State Department of Water Resources Local Groundwater Assistance Grant Program); and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B 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 One Hundred Fifty Five Thousand Three Hundred and Thirty 00/100^{ths} Dollars ($155,330.00). 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 until December 31, 2015, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

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: **TODD ENGINEERS**
ATTN: PHYLLIS S. STANIN, VICE PRESIDENT
2490 MARINER SQUARE LOOP, SUITE 215
ALAMEDA, CA 94501
PHONE: (510) 747-6920 Ext. 116
FAX: (510) 747-6921

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4418
FAX: (209) 668-5695

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:

By: _____
Michael Cooke, Deputy Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TODD ENGINEERS, consultant

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A.

ATTACHMENT 5: Workplan Addendum
Hydrogeologic Characterization of the Eastern Turlock Subbasin

The original Workplan reflected a scope of work based on a budget of $250,000. With a recent grant estimate of $158,450 – a reduction of almost $100,000 – the Workplan required revisions as described in this Workplan Addendum. Although the tasks have now been modified, the revised Workplan continues to meet the original **goal of the project**. That goal is to develop an understanding of the hydrogeology of the Project Area, to apply that understanding to predict impacts of increased groundwater use on subbasin groundwater levels and quality, and to support groundwater management activities based on Project results.

In order to retain as much of the original project as envisioned with only 63 percent of the original budget, several strategies have been employed. Local agencies that are also members of TGBA have committed their cooperation to assist in data collection, resulting in some reduction in Task 1. The Applicant (City of Turlock) is shifting some of the project management responsibilities from an outside consultant to in-house staff, resulting in some cost efficiencies for former Task 8. In addition, Tasks have been streamlined and combined for more efficient focus on the detailed evaluation of impacts of changing land use and groundwater use in the eastern subbasin. Original tasks 3 and 4 have been combined together with a reduced but reasonable level of effort. Also tasks 5 and 6 have been combined to reflect an alternative methodology for modeling the impacts of changing land use in the eastern subbasin.

This alternative methodology continues to apply the regional groundwater model developed by U.S. Geological Survey (USGS). But rather than expansion and re-calibration of that model, an analytical approach is being used to develop changes in water budgets associated with changing land use and increased groundwater in the eastern subbasin outside of the model. Those analytical water budgets will be used to modify the eastern boundary condition of the model to allow changes in flow into and out of the model in that area. This methodology allows impacts from land use to be fully analyzed while leveraging the existing regional USGS model that has already been calibrated over most of the subbasin.

These goals are supported by the following revised tasks:

1. Compile Hydrogeologic Data and Develop Project Databases/GIS
2. Document Current and Historical Land Use and Groundwater Use
3. Update Hydrogeologic Conceptual Model
4. Evaluate and Apply the USGS Numerical Model for Current and Future Land Use Scenarios
5. Prepare Project Report and Present Workshop
6. Manage Project

The stated Project objectives are repeated from the Project Description below along with the primary task numbers that support each objective:

- Development of a comprehensive, updated hydrogeologic conceptual model that provides an overall understanding of how the groundwater system works in the Project Area – **Tasks 1-3**
- Evaluation of changing land use and groundwater conditions that supports a better understanding of land use impacts on groundwater resources – **Tasks 1-4, especially Task 4**
- Revision and application of a regional numerical model as a tool to assist with land use planning and groundwater management decisions throughout the subbasin – **Task 4**
- Support for ongoing groundwater programs such as the California Statewide Groundwater Elevation Monitoring (CASGEM) program – **Tasks 1-4, especially Tasks 2 and 3**
- Support for programs associated with the Turlock Groundwater Basin Groundwater Management Plan (GWMP[1]) including recent regulatory requirements of a GWMP such as the mapping of recharge zones as required by Assembly Bill 359 (AB359, 2011) – **Tasks 1-4, especially Task 4.**

As envisioned in the original Workplan, the TGBA will serve as the Project Advisory Committee (PAC) to track progress and performance of the Project and ensure that the goals and objectives are being met. In addition, the three PAC workshops proposed in the original Workplan are maintained in this revised Workplan. **To allow the PAC to evaluate the ongoing progress and performance, a task-specific deliverable in the form of a Technical Memorandum (TM) will be provided at the end of each main task (Tasks 1-4).** This deliverable will summarize the data, methods, analysis, and results associated with each task. The PAC will review and provide comments on each of the Project deliverables. To ensure progress and performance, comments provided by the PAC will be addressed. The revised deliverables will be combined at the end of the project into the Final Project Report (Task 5). Dissemination of the Project deliverables will be achieved through the PAC and their local meetings with stakeholders. In addition, the Applicant will prepare ***quarterly progress reports*** and provide them to the PAC and DWR (Task 6).

The scope for each of the tasks and subtasks, along with strategies for evaluating performance, are discussed below.

Task 1: Compile Hydrogeologic Data and Develop Project Databases/GIS

This task is essentially unchanged from the original Workplan, with a slight decrease in level of effort for the TM No. 1 and data compilation. Local agencies within TGBA have committed to increased cooperation to account up for the decreased level of effort covered by the grant.

This task continues to represent **an aggressive approach to compilation of Project Area data**, even incomplete or partial data sets, if contributions are evident to the hydrogeologic understanding. The

[1] *The GWMP Executive Summary and key excerpts, including the MOU documenting the establishment of the TGBA, are included as Supporting Documentation in Attachment 3 of this grant application.*

process involves reviews at county offices and local agencies and sifting through numerous paper files to identify and collect key data. Because the Project area spans two counties, both Stanislaus and Merced County agencies will be included in the review. For small community water system data, the Department of Public Health (DPH), Drinking Water Division in Sacramento will be contacted. Although the data collection process for some of these data will be impacted by recent regulations associated with the Homeland Security Act (HSA) of 2002, some of the water supply data are accessible.

Technical publications covering the Project area will also be compiled including documents from DWR, USGS, and University of California Water Resources Center Archives. Document appendices will be reviewed for data tables or other data summaries involving groundwater levels, quality, and wells. In this manner, key older data can be preserved and shared– data that previously existed only in paper form in the back of older documents that are out of circulation.

Data will be cataloged with the source and collection date of the data and verified through the project's QA/QC process. Collectively, these data will be incorporated to better understand the physical, hydrologic, climatic, soils, geologic, and subsurface hydrogeologic conditions in the Project Area. Task 1 subtasks are summarized below that identify key activities, data sets, sources, database development and QA/QC processes.

Task 1.1: Compile Physical, Geologic, and Hydrologic Data

Numerous sources will be accessed to compile and to catalog the physical, geologic, and hydrologic data in the Project area. These data will be incorporated to better understand the physical, geologic, and hydrologic setting and provide the foundation of the Project GIS. Key data types and sources are summarized below:

- Topographic maps – USGS, National Elevation Dataset (NED)
- Drainages, lakes, watershed delineation – California Watersheds
- Aerial photographs – library collections
- State and local geologic maps – California Geological Survey
- Technical publications by USGS, DWR, and others
- Climatic and stream flow data – TID, DWR, USGS, NOAA, PRISM
- Soils maps - USDA

Available data will be organized and documented for ready access using relational databases and Geographic Information System (GIS) layers. Similar processes will be employed for the compilation of hydrogeologic and land use data.

Task 1.2: Compile Hydrogeologic Data

Key hydrogeologic data sets involve aquifer delineation and properties, groundwater wells (location, dates, and construction information), water levels, hydraulic gradients, groundwater occurrence and flow, groundwater quality, and subsidence information.

In preparation for this application, TGBA has requested and received almost 1,000 drillers' logs from DWR covering the Project Area. Although some small areas immediately west of the Project Area were

also included, the amount of information in the Project Area is substantial. Well locations on these logs have not been adequately linked to the quarter sections and reflect only the closest section (square mile), making it difficult to readily determine exact locations of wells. Nonetheless, a systematic examination of this data set – identifying key information to extract – will provide significant insight into the Project Area groundwater use and aquifers that support it. At a minimum, logs provide information on the number of wells drilled in the Project Area over time.

An additional source of hydrogeologic data includes recent work by USGS in the Central Valley and Turlock Subbasin. USGS has compiled significant volumes of historical data, combining them with recent data and original work, which may not have been considered in previous evaluations. One USGS study also provides information on surface water-groundwater interaction along the rivers that serve as the subbasin boundaries. These data are publically available and will be compiled for the Project.

County agencies are judged to have significant hydrogeologic information that have yet to be compiled and reviewed. Both Stanislaus and Merced counties require well and water system permits that will provide information and data on location and numbers of wells drilled in the Project Area over time. These data will be used to supplement and cross check with the DWR driller log data set.

Since the 1960s, DWR has maintained a water level database for the subbasin. Those data along with other key monitoring data are compiled by TID into a water level database. Although recent water levels are sparse in the Project Area, water levels dating back to the 1970s are included in the water level database. Historical water levels were also compiled in connection with the development of the TID groundwater model. Although data in the Project Area represent fewer measurements than in the western subbasin, some water level data are available over time. All water level data will be compiled into the Project database and linked to drillers' logs if sufficient data exist. Static water levels are recorded in new irrigation and domestic wells as they came on line and will provide additional recent data for evaluating trends.

Groundwater quality data are expected to be sparse in the Project Area and are not judged critical to accomplish the objectives of the project. Nonetheless, sources of groundwater quality will be compiled and incorporated based on availability and relevance. As a cost savings, all groundwater quality data will be referenced but may not be entered into an electronic database.

For completeness, subsidence information will also be compiled for the Project Area. Although likely less susceptible than areas to the west, subsurface hydrogeology properties will be compiled and examined for the potential of compaction and subsidence.

Task 1.3: Compile Land Use Data

The Land Use Planning departments for Stanislaus and Merced counties will be involved in the data compilation effort. Land use planning for the Project Area will be discussed with planners and reviewed in the county General and Specific Plans. Land use maps have already been compiled from DWR including GIS shapefiles dating back to 1984. Additional land use data have been compiled by TID for the TID groundwater model and will be incorporated into the Project. Additional agricultural maps from the California Farm Mapping Program will also be compiled and incorporated into the analysis. Available

data will be organized and documented for ready access, including development of relational databases and GIS layers.

Task 1.4: Create Project Databases and Project GIS

Data and information will be tabulated into a Data Management System for the Project (involving relational databases in Excel and Access formats) and linked to the Project Geographical Information System (GIS). Databases will be developed for selected hydrologic and hydrogeologic data. At a minimum, databases will include well construction data, and water level records. The Project GIS will be populated with the available shapefiles including topography, hydrology (including drainages and watersheds), land use, aerial photographs (georeferenced if needed), rainfall isohyetal maps and geologic and soil maps. The budget for this task has been increased slightly from the original budget, reflecting additional information on the amount of data available.

Task 1.5: Apply QA/QC Procedures

Although strict QA/QC procedures are maintained in Task 1, the hours have been decreased slightly to focus on the quality and reliability of the project databases. Project databases will be verified to ensure accurate entry and representation of data. The database structure and source data will be reviewed by a qualified professional not involved in data entry. Data sources will be referenced to facilitate independent comparison of the original data and those in the database by the Project QA/QC officer or designee. Data will also be plotted as appropriate to identify outliers, which will be flagged in the database. Metadata will be added to Project GIS files. Project QA/QC procedures are described in more detail in Attachment 8.

Task 1.6: Prepare Technical Memorandum No. 1

A brief technical memorandum (TM) will be prepared that documents the data collection efforts and summarizes project databases and Project GIS files. The TM will be provided to the PAC for review and comment. PAC comments will be incorporated into the Project report (Task 5).

Task 1 Deliverable:

- Technical Memorandum No. 1 summarizing project databases and Project GIS; memorandum will be provided to the PAC for review and comment.

Task 2: Document Current and Historical Land Use and Groundwater Use

This task remains unchanged from the original Workplan and is associated with a slight increase in effort reflecting the recent identification of available data. The analysis will generally rely on data collected in Task 1.

Task 2.1: Analyze Land Use Data Sets

An evaluation of land use in the Project Area over time will be conducted with parcel information, older aerial photographs, data from County Planning departments and DWR land use maps. DWR land use maps are available as shapefiles from 1984 through 2004. The focus will be on the changes to irrigated land over time. Some of these land use data (e.g., acres of irrigated agriculture) have been compiled for the TID groundwater model (1952 – 2006) and will be incorporated into the analysis. As described in the original Workplan, groundwater irrigation has increased recently in the Project Area. Increases in groundwater pumping and water level declines have been linked since the early 1960s. Land use data that pre-dates and post-dates this change will be examined in detail. However, the focus of the analysis will be more recent data (post 2004) to determine how irrigated acreages have changed over the last few years and to evaluate implications of these trends for the future.

Task 2.2: Incorporate Groundwater Use Databases

The database of wells, drilling date, and location information will be used to identify the number of wells and changes in well numbers and construction with time in the Project Area. Timing and development of community water systems, domestic well permits, and other water supply information will be incorporated into this task. An understanding of the links between land use and groundwater use will be developed along with trends in land use/groundwater use changes over time.

Task 2.3: Prepare Technical Memorandum No. 2

A brief TM will be prepared that describes land use and groundwater use over time. The land use summary will focus on changes in irrigated agriculture spatially and temporally in the Project Area. The groundwater use will document the number of wells drilled in the Project Area for various time periods and highlight trends over the last 20 years. The TM will be provided to the PAC for review and comments. PAC comments will be incorporated into the Project Report (Task 5).

Task 2 Deliverable:

- Technical Memorandum No. 2 describing land use and groundwater use over time. The memorandum will be provided to the PAC for review and comments.

Task 3: Update Hydrogeologic Conceptual Model

To accommodate the decreased budget, this task has been combined with a previous task that included evaluation of aquifers and groundwater conditions. Those evaluations are maintained in this task, but represent a slight decrease in the level of effort allowed for data collection and analysis. Overall, this task will incorporate all of the hydrogeologic data and analyses into a comprehensive and updated conceptual hydrogeologic model.

Task 3.1: Evaluate Project Area Aquifers

Although data are sparse in the Project Area, the DWR well log database reveals that several hundred wells have been drilled in the Project Area. Geologic descriptions will be reviewed for systematic identification of geologic layers that can be incorporated into the overall analysis. For example, prominent blue clays, hard layers, or "broken rock" descriptions on drillers' logs may correlate to key stratigraphic units that can contribute to the overall understanding of aquifer systems. Well test information on driller's logs can be used to estimate aquifer parameters through a careful examination of static and pumping water levels, test time, and pumping rate. These data provide a time-dependent specific capacity that can be converted to transmissivity using empirical coefficients and general knowledge of the aquifer system.

In addition, regional aquifer data will be incorporated from adjacent subbasins. For example, in San Joaquin County to the north several studies have been conducted on Mehrten aquifer properties. These data will be reviewed to supplement local aquifer data. Aquifer properties in the USGS calibrated model will be compared across the region (Phillips, et al., 2007).

Task 3.2: Evaluate Groundwater Conditions

Groundwater in the Project Area likely occurs under unconfined conditions but is also likely to be more confined with depth. Duripan and other shallow restrictive layers control surface recharge rates to the west (in Eastside and Ballico-Cortez water districts) and likely limit recharge in some portions of the Project Area. Soils and restrictive layers in the Project Area will be examined for impacts to recharge, and groundwater levels, flow, and quality. This task will include mapping of significant groundwater recharge areas, based primarily on topography, soils, shallow geology and depth to groundwater.

Water level data compiled from numerous sources will be analyzed in detail to document groundwater levels and flow in the Project Area. Data will be linked to well location as practical, given the limitations of data on driller's logs. Changes in water levels will be analyzed over time to the extent allowed by the limited data set. Water levels from wells outside of the Project Area, which may have longer records, will be incorporated into the analysis. The more complete hydrographs will be compared to the sparse Project Area data to infer trends and fluctuations in the Project Area. Levels will be compared to climatic data to see if water levels can be correlated to dry and wet hydrologic cycles. Data probably are not sufficient for preparation of groundwater level maps for numerous periods in time; nonetheless, the data will be examined for regional flow patterns.

To accommodate the decreased budget, the analysis of groundwater quality data in the Project Area will be focused on general groundwater chemistry and potential constituents of concern that may limit groundwater use for either drinking water or agricultural irrigation (such as nitrate). Groundwater quality objectives for beneficial uses will be summarized from the Basin Plan prepared by the Regional Water Quality Control Board (RWQCB) for comparison to quality data. Online databases, such as Geotracker, will be reviewed to identify any releases of contaminants to soil or groundwater in the Project Area. An electronic water quality database is not included as a deliverable for this project.

Task 3.3: Update Water Balance for the Project Area

Data and analyses will be incorporated into a water balance for the Project Area. Rainfall, runoff, evapotranspiration and other hydrologic factors will be analyzed with a focus on groundwater recharge (inflows to the water balance). Land use and groundwater wells will be used to estimate outflows from the area (including subsurface outflow). Resultant changes in groundwater storage will be compared to the water level data for consistency.

The water balance will be developed for key time periods in which groundwater use is changing. This analytical assessment will form the basis of input into the numerical model in Task 4 to analyze changes in groundwater conditions based on changes in land use in the eastern Turlock Subbasin.

Task 3.4: Prepare Technical Memorandum No. 3

A TM will be prepared that describes the conceptual model and water balance for the Project Area. The TM will be provided to the PAC for review and comments. PAC comments will be incorporated into the Project Report (Task 5).

Task 3.5: Conduct PAC Workshop No. 1

A follow-up workshop will be conducted with the PAC to present the hydrogeologic characterization conducted to date. The PAC will provide input on the presentation and assist in identifying objectives of the analysis of land use changes using the water balance analysis and the USGS numerical model (Task 4).

Task 3 Deliverables:

- Technical Memorandum No. 3 describing the hydrogeologic conceptual model including a water balance for the Project Area. The memorandum will be provided to the PAC for review and comments.
- Workshop No. 1 to present the hydrogeologic conceptual model and identify specific objectives for the numerical model to be developed in Task 5.

Task 4: Evaluate and Apply Numerical Model to Land Use Scenarios

The revised project budget could not accommodate our previously-envisioned methodology of incorporating two existing groundwater models for expansion and calibration into a new subbasin-wide model. Rather, we have developed an alternative methodology that incorporates the most recent and extensive groundwater flow model developed by the USGS and modifies it to meet project objectives. Specifically, the model covers more than two-thirds of the subbasin, but does not extend into the Project Area. The model's eastern-most boundary is a no-flow boundary (Phillips, personal communication, May, 2013).

For this project, we proposed to modify that boundary condition to allow groundwater to move across the boundary based on the conceptual model. We will use the water balance and water level data to determine the amounts of inflow and outflow over time. Then the model will be applied with varying amounts of inflow produced from changing land use and groundwater use conditions east of the model. This combined analytical/numerical approach allows for the original goal of the project to be met within the significantly decreased budget.

Key subtasks to complete the modeling evaluation are listed below:

Task 4.1: Obtain USGS MODFLOW Model and Modify Boundary Conditions

As an initial step, TGBA will obtain the USGS MODFLOW model input and output for both the USGS steady-state model published in 2007 and the transient model update currently underway and scheduled for completion by the USGS in September, 2013 (Phillips, personal communication, May 2013). Model files will be imported and the updated transient model will be run to verify calibration quality and results.

The no-flow boundary condition of the current eastern model boundary will be modified to account for groundwater inflow and outflow in the Project Area as estimated in Task 3. For application, the regional model may be cut at the Tuolumne and Merced rivers to focus on the Turlock Subbasin. Because the USGS incorporated an updated and more robust streamflow routing package (SFR-2), the extraction of the subbasin from the model will consider surface water-groundwater interactions to determine if and where the model may be parsed.

Task 4.2: Develop Future Land Use Scenarios for Analysis

Scenarios of groundwater inflow and outflow associated with changes in land use will be developed based on the input of the PAC in Workshop No. 1 (Task 3). These predictive model runs will be used to inform future land use and groundwater management decisions for the subbasin. For costing purposes, five model scenarios are included.

Task 4.3: Analyze Future Land Use Scenarios

The Project Model will be applied to the scenarios developed above. Output will include changes to groundwater levels spatially and temporally across the subbasin.

Task 4 Deliverables:

- Technical Memorandum No. 4 documenting the revised Project numerical model and application of land use scenarios. The memorandum will be provided to the PAC for review and comments.
- Workshop No. 2 will be conducted with the PAC to present the model modification and results.

Task 5: Prepare Project Report and Present Workshop

Draft and final project reports will be prepared based on the technical memoranda and PAC comments prepared in subsequent tasks.

Task 5.1: Prepare Draft Project Report

A draft Project report will be prepared that documents the data collection effort, presents the project databases and GIS, describes the methods and analysis, and summarizes the results. The draft Project report will combine the information presented in the task-specific technical memoranda (No. 1 through 6) into an integrated technical report.

Task 5.2: Present Report to PAC

The details of the Project Report will be reviewed in a final presentation to the PAC (Workshop No. 3). The Workshop will adhere to notifications pursuant to the Brown Act and will invite other interested parties identified by the PAC. Figures from the report will be presented in PowerPoint format. Both verbal and written comments will be solicited from the PAC.

Task 5.3: Prepare Final Project Report

Comments provided by the PAC in Workshop No. 3 (and other written comments as available) will be incorporated into a Final Project Report. Model documentation and project databases will be provided as report appendices. The Final Project Report will be presented to DWR. We will work with DWR to ensure that confidentiality agreements (such as information on the Drillers' Logs provided by DWR) will be maintained.

Task 5 Deliverables:

- Draft and Final Project Report that compiles all of the Technical Memoranda into one synthesis document. The draft report will be provided to the PAC for review and comments. The Final Project Report will be provided to both the PAC and DWR at the end of the project.
- Workshop No. 3 will present the draft report to the PAC and interested parties.

Task 6: Project Management

In order to manage the Project efficiently, the Applicant will adhere to a Project Management plan that involves, at a minimum, the following items:

- preparation of quarterly progress reports for DWR and PAC
- tracking of progress and performance,
- adhering to schedule and budget,
- identification of milestones,
- dissemination of Project deliverables and progress to the PAC.

The Applicant will prepare quarterly progress reports in compliance with the DWR agreement. This will include detailed tracking of tasks completed, budget expended, budget remaining, and adherence to schedules.

Task 6 Deliverables:

- Quarterly Progress Reports will be prepared that provide an update of work status, budget, and schedule. Progress reports will be provided to DWR and the PAC.

Dissemination of Information and Involvement of the Project Advisory Committee (PAC)

This revised Workplan does not change the dissemination of information and involvement of the PAC from that described in the original Workplan. The TGBA and two additional participating agencies, serving as the PAC, represent all of the local agencies engaged in managing groundwater. By providing progress reports, technical memoranda, and three presentations/workshops to the PAC, the Project material will be available to the managers who need it on a real-time basis. In turn, PAC members can provide these materials to other stakeholders at separate workshops and/or board/city council meetings. Having the 15 PAC members continually updated, and allowing them to update their interested parties, provides for a wide network for project dissemination. In addition, workshops will be conducted at TGBA meetings[2] that are noticed pursuant to the Brown Act. Interested parties and the public can participate at the Project workshops. PAC members can also invite specific stakeholders to attend.

As other projects move forward in the subbasin, the PAC will be apprised of how this Project may also serve related groundwater management activities and allow subsequent groundwater management to benefit from this Project. For more than fifteen years, the TGBA has been conducting regular meetings on groundwater issues and has a high interest in serving as the PAC for this Project to optimize the data and analysis for the benefit of the subbasin groundwater resources.

Implementation of Improved Groundwater Management

Attachment 4, Section 4.5, *Support of the Groundwater Management Plan*, summarizes how the proposed Project supports specific BMOs defined in the GWMP. The Workplan, defined with GWMP goals and objectives in mind, supports management actions defined in the GWMP Implementation Plan[3]. Specific GWMP management actions supported by this Project are:

- **Protection of Natural Recharge Areas.** The GWMP identifies the basic steps for protection of natural recharge areas. The proposed Project addresses all four of the steps. These are to

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[2] *The TGBA has held numerous similar public meetings such as those conducted during the GWMP process. That process of stakeholder involvement and coordination with other agencies is documented in Section 6 of the GWMP, provided as Supporting Documentation in Attachment 3 of this grant application.*

[3] *GWMP BMOs and the Implementation Plan are provided as Supporting Documentation in Attachment 3 of this grant application.*

identify recharge areas within the cities and counties, develop a GIS-based map of natural recharge areas, inform planning entities of the importance of these areas, and make recommendations for the protection of these areas. Tasks 1 through 3 will identify recharge areas, Task 4 will provide recharge maps, and Task 5 will document the importance of recharge areas, inform the PAC agencies, and provide recommendations for protection.

- **Feasibility Evaluation of Artificial Recharge Projects.** The GWMP identifies steps toward an artificial recharge program, including mapping of potential sites and consideration of stormwater flows. Tasks 1 through 3 of the proposed Project will support identification and evaluation of potential sites and potential water sources, including stormwater. The GWMP also envisions in-lieu recharge projects; the proposed project's land use mapping and water balance (i.e., documentation of crop water use) will provide fundamental information to assess in-lieu recharge in the future.
- **Support of Public Health Programs (well construction and abandonment standards).** The GWMP includes actions to protect groundwater quality, including installation of sanitary well seals on all new wells and abandonment of wells in accordance with standards. In Tasks 1 and 2, the proposed Project will provide a well inventory that supports this management action specifically, while Task 3.2 will identify water quality issues. Among the other tasks, Task 5 will increase awareness of the issues for PAC agencies with well permitting responsibilities. As stated in the GWMP: "This management action is particularly valuable in unincorporated areas not served by a water purveyor." It is noteworthy that the study area encompasses most of the unincorporated areas in the basin.
- **Water Quality Management.** The GWMP calls for detailed hydrogeologic assessments focusing on areas with poor water quality and resulting in a GIS-based map of areas with poor water quality. The GWMP indicates that the information would be used with the recharge area mapping to develop strategies for water quality management. The proposed Project fits directly into this management action. Groundwater quality in the Project area is unknown; this study will be the first to compile groundwater quality data in the eastern third of the basin. While groundwater quality is not the focus of the study, groundwater quality issues will be identified in the hydrogeologic conceptual model, specifically in Task 3.2.
- **Groundwater Monitoring Program.** The GWMP recognizes that groundwater monitoring, data analysis, and archiving of collected data are essential for any groundwater management plan. Accordingly, the GWMP implementation plan includes evaluation of groundwater level and quality monitoring programs and accompanying database management. In Tasks 1 through 3, the proposed Project will provide the hydrogeologic data and conceptual model to serve as a framework for improved monitoring. Task 4 applies the numerical model for further assessment of issues and monitoring needs. These tasks will identify potential areas for monitoring (e.g., recharge areas, surface water/groundwater interaction areas) plus areas to complement the current CASGEM monitoring network. Task 5 provides the reporting and dissemination of project information to the agencies that would be responsible for improved monitoring.

CEQA Compliance, Access to Private Property, Permits, and Confidential Data

This Project does not involve additional steps necessary for permits nor compliance with the California Environmental Quality Act (CEQA). The Project constitutes a study, and, as such, is exempt from CEQA documentation. Field visits to the Project Area can be accomplished without access to private property. TGBA is in the process of sending letters to prospective well owners in the eastern subbasin, including

the Project Area. It is beyond the scope of this Project to visit, inspect, or seek additional well owner permission to conduct monitoring in a private well, so access agreements are not necessary. Rather, the Project will identify key areas of interest and available well data for the PAC /TGBA consideration for future monitoring. The identification of promising areas for monitoring and/or target wells can be accomplished through examination of well documentation and use of GIS layers and other maps. No physical facilities are proposed or needed for the project. No permits are required.

Some of the data compiled and analyzed for this Project are subject to confidentiality agreements such as the DWR Driller's Logs and regulations connected with the Homeland Security Act (HSA) of 2002. TGBA will remain vigilant in adhering to confidentiality agreements and current law. Nonetheless, almost all of the technical details and interpretations relatively to this Project can be incorporated into the Project database without compromise of these requirements.

EXHIBIT B.

Table 6-1: Detailed Project Budget — City of Turlock

Proposal for: Hydrogeologic Characterization of the Eastern Turlock Subbasin
Stanislaus and Merced Counties, California

Labor Category / Hourly Rate / TASKS	Technical Director QA/QC $210	Project Manager $200	Lead GW Modeler $200	Senior Modeler $175	Lead Hydro-geologist $175	Staff Eng/Geol Support $130	GIS / Graphics $100	Labor Hours	Estimated Labor Costs	2% Comm* Fee	Admin Assist. $87	Other Direct Costs	Total Costs
1 - Compile Hydrogeologic Data and Develop Project Databases/GIS													
1.1 Compile Physical, Geologic, and Hydrologic Data		2			4	16		22	$ 3,160	$ 64	$ -	$ 50	$ 3,294
1.2 Compile Hydrogeologic Data		2			8	16		26	$ 3,880	$ 78	$ -	$ 390	$ 4,348
1.3 Compile Land Use Data		2			8	14		24	$ 3,620	$ 72	$ -	$ 130	$ 3,822
1.4 Create Project Databases and Project GIS		2			8	24	40	74	$ 8,920	$ 98	$ -	$ -	$ 9,018
1.5 Apply QA/QC Procedures	4	1			4			9	$ 1,740	$ 35	$ -	$ -	$ 1,775
1.6 Prepare Technical Memorandum (TM) No. 1	2	4			8		6	22	$ 3,420	$ 52	$ 87	$ -	$ 3,559
Task 1 Budget	6	13	0	0	40	70	46	177	$ 24,760	$ 399	$ 87	$ 570	$ 25,816
2- Document Current and Historical Land Use and Groundwater Use													
2.1 Analyze Land Use Data Sets		2			8	16	2	28	$ 4,080	$ 78	$ -	$ -	$ 4,158
2.2 Incorporate Groundwater Use Databases		4			8	16	1	29	$ 4,380	$ 66	$ -	$ -	$ 4,466
2.3 Prepare TM No. 2	2	8			8		6	24	$ 4,020	$ 68	$ 87	$ -	$ 4,175
Task 2 Budget	2	14	0	0	24	32	9	81	$ 12,480	$ 212	$ 87	$ -	$ 12,799
3 - Update Hydrogeologic Conceptual Model													
3.1 Evaluate Project Area Aquifers		4			8	12		24	$ 3,760	$ 75	$ -	$ -	$ 3,835
3.2 Evaluate Groundwater Conditions		8			24			32	$ 5,800	$ 116	$ -	$ -	$ 5,916
3.3 Update Water Balance for the Project Area	4	8			20			32	$ 5,940	$ 119	$ -	$ -	$ 6,059
3.4 Prepare TM No. 3	4	16			16		16	52	$ 8,440	$ 137	$ 87	$ -	$ 8,664
3.5 Conduct Workshop No. 1	1	12					8	21	$ 3,410	$ 52	$ -	$ 130	$ 3,592
Task 3 Budget	9	48	0	0	68	12	24	161	$ 27,350	$ 499	$ 87	$ 130	$ 28,066
4 - Evaluate and Apply Numerical Model for Current and Future Land Use Scenarios								0	$ -	$ -	$ -	$ -	$ -
4.1 Obtain USGS Model and Modify Model Boundary		2	16	16	12			46	$ 8,500	$ 170	$ -	$ -	$ 8,670
4.2 Develop Future Land Use Scenarios for Analysis		2	12	8	16	16		54	$ 9,080	$ 182	$ -	$ -	$ 9,262
4.3 Analyze Future Land Use Scenarios		4	40	24	24			92	$ 17,200	$ 344	$ -	$ -	$ 17,544
4.4 Prepare TM No. 4	4	8	16	8			32	68	$ 9,690	$ 134	$ -	$ -	$ 10,024
4.5 Conduct Workshop No. 2	1	12					8	21	$ 3,410	$ 52	$ 87	$ 130	$ 3,679
Task 4 Budget	5	28	84	54	52	16	40	279	$ 48,080	$ 882	$ 87	$ 130	$ 49,179
5 - Prepare Project Report and Present Workshop													
5.1 Prepare Draft Project Report	8	32	16	16	12		40	124	$ 20,160	$ 324	$ 87	$ 85	$ 20,656
5.2 Present Report to PAC (Workshop No. 3)	1	12	2		2		10	27	$ 4,360	$ 67	$ -	$ 130	$ 4,557
5.3 Prepare Final Project Report	4	12	8				32	56	$ 8,040	$ 97	$ 131	$ 50	$ 8,317
Task 5 Budget	13	56	26	16	14	0	82	207	$ 32,560	$ 488	$ 218	$ 265	$ 33,530
6- Manage Project													
6.1 Manage Project Progress, Schedule, and Budget		24						24	$ 4,800	$ 96	$ 1,044	$ -	$ 5,940
								0	$ -	$ -	$ -	$ -	$ -
Task 6 Budget	0	24	0	0	0	0	0	24	$ 4,800	$ 96	$ 1,044	$ -	$ 5,940
Total Project Budget	35	183	110	70	198	130	203	929	$ 150,050	$ 2,595	$ 1,610	$ 1,075	$ 155,330

Note: Hourly rates and labor hours from Hydrogeologic Consultant Estimate

* Communications estimated at 2% of professional labor, based on consultant estimate

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $155,330 TO ACCOUNT NUMBER 420-52-550.43516 "STATE DEPT OF WATER RESOURCES (DWR) GRANT FUNDED SPECIAL PROJECTS" TO BE FUNDED BY REVENUE RECEIVED IN ACCOUNT NUMBER 420-52-550.34142 "STATE DEPT OF WATER RESOURCES (DWR) GRANT" FROM AN AWARD OF FUNDS FROM THE LOCAL GROUNDWATER ASSISTANCE GRANT PROGRAM BY THE CALIFORNIA DEPARTMENT OF WATER RESOURCES	}	**RESOLUTION NO. 2013-**

WHEREAS, as a member of the Turlock Groundwater Basin Association (TGBA), the City participates in groundwater management efforts in the Turlock sub-basin; and

WHEREAS, a priority in the TGBA's Groundwater Management Plan (GWMP) is to identify declining water levels and monitor overdraft conditions; and

WHEREAS, TGBA has recognized that a detailed hydrogeologic assessment of the eastern sub-basin is fundamental to understanding this critical recharge area; and

WHEREAS, on April 12, 2012, the City Council authorized the City of Turlock to apply for a grant under the California Local Groundwater Assistance (LGA) Grant Program to help fund the detailed hydrogeologic assessment with the City of Turlock acting as the applicant for the TGBA; and

WHEREAS, on July 15, 2013, the Department of Water Resources (DWR) notified the City that its application was successful and has awarded funds in the amount of $158,450; and

WHEREAS, the TGBA has recommended that Todd Engineers be hired as the most qualified firm to undertake the project; and

WHEREAS, the professional services agreement with Todd Engineers is in an amount not to exceed $155,330.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $155,330 to account number 420-52-550.43516 "State Dept of Water Resources (DWR) Grant Funded Special Projects" to be funded by revenue received in account number 420-52-550.34142 "State Dept of Water Resources (DWR) Grant" from an award of funds from the Local Groundwater Assistance Grant Program by the California Department of Water Resources.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5J

Council Synopsis

September 24, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regional Affairs Manager
Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Carollo Engineers, Inc., for the preparation of a Master Plan Update for the Turlock Regional Water Quality Control Facility, in an amount not to exceed $300,000, from account number 410-51-530.43346 "RWQCF Master Plan Update & Capacity Study"

2. DISCUSSION OF ISSUE:

The City of Turlock's Regional Water Quality Control Facility (RWQCF) provides tertiary treatment of wastewater for the City of Turlock, a portion of Ceres, and the Community Service Districts of Keyes and Denair. The RWQCF has been expanded and improved in phases over the past 37 years. Improvements include secondary treatment, nitrification facilities (to remove ammonia), and tertiary treatment with additional filtration. Currently the City is constructing a new effluent pipeline and pump station that will bypass the Harding Drain and discharge treated effluent to the San Joaquin River.

In 2007, a Treatment and Capacity Study was completed to determine the existing capacity limitations in the various unit processes at the RWQCF. The Capacity Study also detailed the additional improvements necessary for a 20 million gallon per day (MGD) facility, including cost estimates and an implementation schedule. The 2007 Study will be used as the basis for the proposed Master Plan Update.

The objectives of the Master Plan Update are to:

- Update the wastewater flow and loading projections
- Update assessment of potential discharge requirements
- Evaluate the impacts of a future expansion of the City's Recycled Water Program
- Assess the impacts of potential biosolids disposal regulations and other biosolids handling requirements
- Update the current treatment capacities of the unit processes

- Identify treatment capacity deficiencies
- Update the Capital Improvement Program
- Provide the basis for assessing impacts on sewer rates and capacity charges

The work is estimated to be completed within four (4) months from the date of the authorization to proceed.

3. BASIS FOR RECOMMENDATION:

A. Identifying and planning the existing and future needs of the RWQCF are critical to continued economic growth.

B. Carollo Engineers, Inc. has extensive experience in preparing utility infrastructure master plans.

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.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a-vii. Identify avenues to address current deficiencies - Water and Sewer

b-iii. Address Growth-Related Issues - Wastewater

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
$300,000 from account number 410-51-530.43346 "RWQCF Master Plan Update & Capacity Study" (includes contingency)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the agreement with Carollo Engineers, Inc. This alternative is not recommended. Identifying and planning for future improvements for the RWQCF is critical for continued economic growth. In addition, Carollo Engineers, Inc. is duly qualified to perform this work.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
for
Water Quality Control Facility Master Plan Update
CITY CONTRACT NO. 13-068

THIS AGREEMENT is made this 24th day of September, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Carollo Engineers, Inc., a Consulting Firm, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for a Water Quality Control Facility Master Plan Update to evaluate the existing facilities and provide recommendations for future improvements ; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B 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 Three Hundred Thousand Dollars and 00/100^{ths} Dollars ($300,000.00). 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 until January 31, 2014, 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

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: **CAROLLO ENGINEERS, INC**
MICHAEL J. BRITTEN, SENIOR VICE PRESIDENT
2700 YGNACIO VALLEY RD., STE 300
WALNUT CREEK, CA 94598
PHONE: (925) 932-1710
FAX: (925) 930-0208

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 EXT. 4418
FAX: (209) 668-5695

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:

By: _____
Michael Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS, INC, consultant

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A.

CITY OF TURLOCK

ATTACHMENT 1 - SCOPE OF SERVICES
WATER QUALITY CONTROL FACILITY MASTER PLAN UPDATE

BACKGROUND

The Turlock Regional Water Quality Control Facility (TRWQCF) provides tertiary treatment of wastewater from the City of Turlock (City), a portion of Ceres, and the community service districts of Keyes and Denair. The TRWQCF has been expanded or improved in several phases over the past 37 years. Secondary treatment was first added in 1971 and expanded in 1994. Nitrification facilities (to remove ammonia) were added in 2000. Tertiary treatment (filtration and upgraded disinfection) was added in 2006 to meet Title 22. Additional filters were added in 2008. The City is currently constructing a new headworks and an expansion of the secondary treatment process (two new aeration basins). The City is also currently constructing a new effluent pipeline and pump station that will bypass the Harding Drain and discharge treated effluent directly to the San Joaquin River.

Carollo completed a treatment capacity assessment study in 2007. The study assessed the existing treatment capacity in order to determine the existing process limitations and additional process requirements for a 20-million gallons per day (mgd) facility. The report included conceptual cost estimates of these requirements and provided an implementation schedule to accommodate anticipated growth. The capacity assessment will be used as the basis for the new master plan.

The master plan will achieve the following objectives:

- Update wastewater flow and loadings projections. Since February 2007, the economy and growth have slowed dramatically, resulting in a reduction of flows and loadings treated at the TRWQCF. However, there are some signs of renewed economic growth, albeit slower than during the boom years, as well as industrial dischargers interested in locating or expanding operation in the City of Turlock. These changes will have an impact on the projected flows and loads.
- Update assessment of potential discharge requirements. The City's NPDES permit will be renewed in March 2015. Based on the City's discussions with the Regional Water Quality Control Board (Regional Board), discharge requirements for nitrogen may be more stringent in the next NPDES permit cycle. The need to reduce nitrogen from the wastewater would require a significant investment in new denitrification facilities. Scenarios for future denitrification will be included.

  In addition, it was recently discovered that the methodology used by the Regional Board to calculate ammonia limits was flawed. When the Regional Board corrects the ammonia limit calculation for the next discharge permit, the likely result will be lower effluent ammonia limits. If this is the case, the use of chloramination (which includes adding ammonia to combine with chlorine) to reduce trihalomethanes (THMs), will no longer be viable. The last remaining option to meet THM limits is to eliminate chlorination and replace it with ultra violet (UV) light disinfection. The scenario to provide UV disinfection for river discharge will also be included.

- Evaluate the impacts of a future expansion of the City's recycled water program. The City's plans for a future water recycling program could determine the required treatment requirements. Accordingly, the recycled water program should be integrated with the overall plan for wastewater treatment and effluent disposal. For example, if a year-round use of the effluent can be secured, the City could avoid the cost of nitrogen removal and trihalomethane (THM) removal.
- Assess the impacts of potential biosolids disposal regulations and other biosolids handling requirements.
- Update the current treatment capacities of the unit processes.
- Identify treatment capacity deficiencies.
- Update the capital improvement program.
- Provide the basis for assessing impacts on sewer rates and capacity charges.

SCOPE OF SERVICES

Task 1 – Update Wastewater Flow and Loading Projections

Using the land use and flow projections obtained by Carollo for the sewer master plan, we will prepare new flow and loading projections. This task will include an update of projected peak wet weather flows as determined for the recent sewer master plan. Flow projections will include flows from the City's regional customers: Ceres, Denair, and Keyes. The Ceres sewer master plan recommends conveying all its wastewater (except from north Ceres, which flows to Modesto) to the TRWQCF. Accordingly, the impacts of higher flows from Ceres will be assessed. In addition, flows and loadings from industries, current and projected, will be assessed and existing reserve capacities will be reflected in the projections.

Task 2 – Update Description of Existing Facilities

The existing facilities description will be updated to include new facilities that are being added by the Headworks and Secondary Treatment Expansion project and the Harding Drain Bypass Pump Station and Pipeline projects. Design criteria will be updated for these new facilities.

Task 3 – Update Current and Future Discharge and Solids Disposal Requirements

Current and future discharge requirements will be reviewed as they pertain to impacts on treatment needs. Two key discharge limits will be addressed: compliance with THMs and future nitrogen limits. Impacts of THM limits and nitrogen limits will be evaluated for two conditions: (1) assuming year-round discharge to the San Joaquin River, and (2) assuming year round discharge to a recycled water customer with conveyance of the recycled water via the Delta Mendota Canal. The City is actively pursuing a recycled water project in which the City would convey recycled water directly to its recycled water customer, or combine its tertiary effluent with the Modesto tertiary effluent and transport it to a recycled water customer.

Current and future biosolids disposal requirements will be reviewed as they pertain to impacts on treatment needs. Currently, dewatered biosolids are land applied in Merced County with hauling taking place in September and October. In addition, the City produces Nutrilock soil amendment by co-composting biosolids with green waste. The impact of potential regulatory changes on these two disposal options will be assessed, including the impacts on greenhouse gases resulting from the City's sludge drying beds.

In addition, Carollo will review the City's salinity study to determine impacts on the current treatment processes and effluent requirements. A summary of the study will be prepared and integrated with this master plan.

Task 4 – Update Process Performance

Recent operating data will be reviewed to evaluate current unit process performance. Using the previous process model, the following unit processes will be evaluated: preliminary treatment, primary flotators, grit removal, biotowers, aeration basins, secondary clarifiers, high-rate flocculation/sedimentation (Densadeg®), filtration, and chlorine disinfection. The process model will also be updated in order to evaluate the existing solids treatment train including solids thickening, two-phase anaerobic digesters, and sludge drying beds.

Task 5 – Update Treatment Capacity Evaluation

The treatment capacity for each unit process, including solids handling processes, will be re-estimated based on the addition of new treatment facilities (new headworks and Aeration Basins 6 and 7). The capacity of the secondary treatment process will be estimated for two conditions: assuming denitrification is not required (for example if the City's effluent can be recycled year round to a user that can accept nitrogen), and assuming denitrification is required and the City must discharge to the San Joaquin River.

The City has recently experienced unusual industrial waste loadings that have impacted the tertiary treatment process, particularly the filters. It is assumed that investigations of the industrial wastewater will be evaluated by others.

Carollo will provide services to assist the City in optimizing its tertiary treatment processes, including activated sludge process changes to reduce or eliminate the use of coagulants for the Densadeg® process and the tertiary filters, and optimization of the chlorine contact tanks and chlorination system.

Task 6 – Identify Required Additional Treatment Facilities and Phasing Program

Using the analysis performed in the previous tasks, we will update the required future facilities and update the staging program.

Two options for denitrification will be evaluated: (1) the addition of anoxic zones and recirculation pumps for the aeration basins, and (2) the addition of denitrifying filters. The condition and performance of the existing secondary clarifiers will be reviewed and the remaining life expectancy of each unit will be estimated.
A process layout and schematic for the addition of UV disinfection after the tertiary filters will be prepared. Alternatives for utilizing the current chlorine contact tanks, which will no longer be used for that purpose, will be evaluated. Concepts to be evaluated include:

- Conversion to an equalization tank to operate in conjunction with the current equalization tank.
- Conversion to a UV system, utilizing the current structure. The scenario to provide UV disinfection for river discharge will also be included as well as a discussion of peracetic acid for disinfection will also be included.

The condition of the existing solids handling facilities will be reviewed and the remaining life expectancy of each unit process will be estimated. Alternatives to rehabilitate or replace Digesters 1 and 2 (the two oldest digesters) and to improve mixing in Digesters 1 through 4 will

be evaluated. Alternatives to provide a redundant solids thickening process to the existing GBT will also be evaluated. Mechanical dewatering options and potential reasons for the City to move in that direction in the future will be discussed. Finally, instrumentation and control the solids handling processes will be evaluated.

Task 7 – Conveyance Options for Recycled Water

Carollo will evaluate two options for conveying recycled water: (1) conveying recycled water to Patterson Irrigation District by crossing the West Main Street Bridge, and (2) year-round discharge to a recycled water customer via the Delta Mendota Canal. Planning level cost estimates will be prepared for the construction of two alternative pipeline alignments and associated pump stations. In addition the conveyance facilities will be sized for two conditions: (1) assuming recycled water from Modesto would be included; and (2) assuming no recycled water from Modesto.

Task 8 – Update Capital Improvement Program (CIP)

An updated CIP will be developed for the TRWQCF for the next 20 year period. The CIP will be prepared for the two conditions: year-round discharge to the river, and year-round discharge to a recycled water customer. The CIP will include planning level cost estimates, a schedule, and a phasing program.

Task 9 – Technical Memoranda

Interim deliverables in the form of technical memoranda (TMs) will be prepared for the City's review. The TMs will consist of the following:

- TM 1: Process Performance Evaluation
- TM 2: Treatment Capacity Evaluation
- TM 3: Capital Improvements Program

Task 10– Prepare Master Plan Report

Findings and recommendations from Tasks 1 – 9 will be presented in a new master plan report. Ten hard-copies and an electronic copy will be provided to the City. The report will be prepared in draft form and then in final form after receiving comments from the City.

Task 11 – Project Management

Project management will include supervision of the project team, and communications with the City management staff.

Task 12 – Meetings

It is assumed that three meetings will be attended: (1) one meeting with staff to gather operating data since 2007 and discuss changes since 2007, (2) a meeting to present our findings and recommendations to staff, and (3) a meeting to finalize the City's comments on the Master Plan Report.

SERVICES/INFORMATION TO BE PROVIDED BY THE CITY

1. Monthly WQCF operating data from 2007 through August 2013 in MS Excel format.
2. Review draft technical memoranda (TMs).

3. Review draft Master Plan Report.
4. Analysis of current filtration problems.

EXCLUSIONS

1. This scope of services does not include preliminary design or final design of facilities.
2. Cost estimates derived for this project are limited to planning-level estimates, suitable for budgetary planning by the City.
3. Evaluations of current operational issues are excluded. It is assumed that this will be done by others.

SCHEDULE

We propose to complete the scope of services within four months after receiving the City's authorization to proceed.

City of Turlock

Attachment 2 - Fee Estimate

Water Quality Control Facility Master Plan Update

Tasks		Labor Hours							Budget Estimate			
		Project Director $257.00	Project Professional $236.00	Professional $182.00	Assistant Professional $149.00	Technician $157.00	Clerical Support $99.00	Total Hours	Labor Cost	Other Direct Costs	PECE $11.70	TOTAL COST
1.0	Update Wastewater Flow and Loading Projections	4	0	0	16	0	0	20	$ 3,412	$ -	$ 234	$ 3,646
2.0	Update Description of Existing Facilities	2	0	0	16	16	0	34	$ 5,410	$ -	$ 398	$ 5,808
3.0	Update Current and Future Discharge and Solids Disposal Requirements	16	24	24	24	0	8	96	$ 18,512	$ -	$ 1,123	$ 19,635
4.0	Update Process Performance	8	84	0	8	0	0	100	$ 23,072	$ -	$ 1,170	$ 24,242
5.0	Update Treatment Capacity Evaluation	16	40	0	80	0	0	136	$ 25,472	$ -	$ 1,591	$ 27,063
6.0	Identify Required Additional Treatment Facilities and Phasing Program	24	80	120	24	24	0	272	$ 54,232	$ -	$ 3,182	$ 57,414
7.0	Conveyance Options for Recycled Water	16	8	40	40	24	16	144	$ 24,592	$ -	$ 1,685	$ 26,277
8.0	Update Capital Improvement Program (CIP)	12	32	40	40	12	4	140	$ 26,156	$ -	$ 1,638	$ 27,794
9.0	Technical Memoranda	20	24	40	40	32	8	164	$ 29,860	$ -	$ 1,919	$ 31,779
10.0	Prepare Capacity Assessment Report	24	60	0	40	40	24	188	$ 34,944	$ 1,000	$ 2,200	$ 38,144
11.0	Project Management	8	0	0	0	0	8	16	$ 2,848	$ -	$ 187	$ 3,035
12.0	Meetings	24	18	0	18	0	8	68	$ 13,890	$ 400	$ 796	$ 15,086
	Total	174	370	264	346	148	76	1,378	$ 262,400	$ 1,400	$ 16,123	$ 279,923

EXHIBIT B.

CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2013
California

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$149.00
Professional	182.00
Project Professional	216.00
Lead Project Professional	236.00
Senior Professional	257.00
Senior Process Specialist	346.00
Technicians	
Technicians	111.00
Senior Technicians	157.00
Support Staff	
Document Processing / Clerical	99.00
Project Equipment Communication Expense (PECE) Per DL Hour	**11.70**
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2013	$.565 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

5K

Council Synopsis

September 24, 2013

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Special Services Agreement between the City of Turlock and Kidz Love Soccer, Inc., to offer youth soccer classes

2. DISCUSSION OF ISSUE:

The City of Turlock and Kidz Love Soccer, Inc., intend to work together to implement youth soccer classes for the year September 2013 to September 2014. This program is designed to teach children ages 2 – 10 the fundamentals and skills of youth soccer. All program activities will take place at City of Turlock facilities. This is a renewal of a current contract between the City of Turlock and Kidz Love Soccer, Inc.

3. BASIS FOR RECOMMENDATION:

To ensure the City and Kidz Love Soccer, Inc. are adequately shielded from risk and liability, staff thoroughly evaluated the impacts of entering into an Independent Contract with Kidz Love Soccer, Inc. In order to contract with the City of Turlock, Kidz Love Soccer, Inc. will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, fingerprinting and financial management, all of which are detailed in the contract. Staff will work closely with Kidz Love Soccer, Inc. to ensure all requirements are maintained for the life of the contract.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-ii Support the community's youth by providing quality after school opportunities

b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will pay Kidz Love Soccer, Inc. 70% of net program fees and include a detailed report that includes date, location and session that is being paid. The City of Turlock will retain 30% of the net revenue, plus $6.00 administrative fee per registration received for the program. No additional monies are required for this program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a Contract with Kidz Love Soccer, Inc. to provide youth soccer classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
KIDZ LOVE SOCCER, INC.
for
Youth Soccer Classes
CONTRACT NO. 13-056

THIS AGREEMENT is made this 24th day of September, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **KIDZ LOVE SOCCER, INC.**, a California corporation, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for soccer instructors; and

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

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

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

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with

OK for Agenda

California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty-two Thousand Five Hundred and no/100^{ths} Dollars ($22,500). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 70% minus participation fee of $6.00, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning September 24th, 2013 and ending September 24th, 2014, subject to CITY's availability of funds.

6. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work

under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. INDEPENDENT CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (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: INDEPENDENT CONTRACTOR shall maintain limits no less than:

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

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accident or 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) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (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, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) 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: INDEPENDENT CONTRACTOR 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,

INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

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

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

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

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

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

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

It is further understood and agreed that INDEPENDENT CONTRACTOR shall not transport participants in the program at any time.

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

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

10. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR default in the performance of this Agreement or

materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to INDEPENDENT CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by INDEPENDENT CONTRACTOR, dishonesty or theft.

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

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

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

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

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

INDEPENDENT CONTRACTOR's services which were performed by INDEPENDENT CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

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

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

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

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

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

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

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

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

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

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

21. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions

shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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

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

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

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

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER INDENTIFICATION NUMBER INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

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

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and

the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

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

33. RIGHT TO UTILIZE OTHERS CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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

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

For INDEPENDENT CONTRACTOR:
KIDZ LOVE SOCCER, INC.
580 E WEDDELL DR., UNIT 2
SUNNYVALE, CA 94089
PHONE: (408) 774-4629
FAX: (888) 391-5114

for CITY:
CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION AND PUBLIC FACILITIES DIVISION
144 S. BROADWAY
TURLOCK, CA 95380-5454
PHONE: (209) 668-5599 EXT. 4601
FAX: (209) 668-5619

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, CMC, City Clerk

KIDZ LOVE SOCCER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICE

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide various Youth Soccer classes to participants of 2.5 to 10 years, to the sole reasonable satisfaction of the City of Turlock Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid at 70% of registration fees minus a $6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Division will pay INDEPENDENT CONTRACTOR from registrations received for each class session. Compensation will not exceed twenty-two thousand five hundred dollars ($22,500) for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration closure.

SUBCONTRACTORS
In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR, INDEPENDENT CONTRACTOR** will implement the following procedure:

INDEPENDENT CONTRACTOR will secure a substitute contractor equally or better qualified to instruct class at the scheduled time and place. Subcontractors must meet fingerprinting requirements according to Public Resources Code, Section 5164.

SUPERVISION
INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY
INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT
INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 13-056
between
THE CITY OF TURLOCK
and
KIDZ LOVE SOCCER, INC.

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
   Instructor Erin Treat will not be using an automobile as part of her work or service under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: September 24, 2013

_____
Peter Stanley, General Manager
Kidz Love Soccer, Inc.

_____
Allison Van Guilder, Manager
Parks, Recreation and Public Facilities Division

5L

Council Synopsis

September 24, 2013

From: Tim Lohman, Fire Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a donation of sixteen (16) boxes of 9V batteries (192 batteries) valued at $194.72 from Carol Fairbairn for the smoke detector program

2. DISCUSSION OF ISSUE:

On June 7, 2013, fire staff received sixteen (16) boxes of 9V batteries (192 batteries) from Carol Fairbairn. The intent of the donation was to use these batteries in the smoke detector program. The batteries are valued at $194.72.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for all donations.

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE.

Goal(s): b. (iv) Community Programs
Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Do not accept the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A DONATION OF SIXTEEN (16) BOXES OF 9V BATTERIES (192 BATTERIES) VALUED AT $194.72 FROM CAROL FAIRBAIRN FOR THE SMOKE DETECTOR PROGRAM	}	**RESOLUTION NO. 2013-**

WHEREAS, on June 7, 2013, fire staff received sixteen (16) boxes of 9v batteries (192) batteries from Carol Fairbairn; and

WHEREAS, the intent of the donation was to use the batteries in the smoke detector program; and

WHEREAS, the batteries are valued at $194.72.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby accept the donation of sixteen (16) boxes of 9V batteries (192 batteries) valued at $194.72 from Carol Fairbairn for the smoke detector program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5M

Council Synopsis

September 24, 2013

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

Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution 2013-135 and allocating $5,000 from Fund 217 "Gas Tax" Reserve to backfill permit fees up to $157.50 per project involving curbs, gutters, sidewalks, driveways and ramps in order to reduce the financial burden to property owners associated with these repairs

2. DISCUSSION OF ISSUE:

At the August 13, 2013 council meeting, staff recommended $5,000 of the Gas Tax Reserve be designated to backfill the cost of the sidewalk only repair permits. This recommendation was an effort to relieve some of the financial burden on property owners and to encourage trip hazard mitigation. Sidewalk repairs involving curbs, gutters, driveways and ramps were not originally included in this program.

Upon further review staff has determined it would be beneficial to all parties if projects involving curb, gutters, driveways and ramps were also included in the fee relief program. In order to allot this benefit to more property owners, staff is recommending a maximum of $157.50 per project be allocated to offset the cost of the encroachment permit. A total program budget of $5,000 from Fund 217, "Streets Gas Tax (Street Maintenance)" will be established.

3. BASIS FOR RECOMMENDATION:

Turlock Municipal Code 7-2-601 requires all property owners to maintain the sidewalks adjacent to their property in a safe and non-dangerous condition. Article 3 of the Turlock Municipal Code requires any person other than the City, to obtain a permit when repairing a sidewalk. The typical cost of a permit for a residential area repair is $157.50, ($150 for the review and inspection and $7.50 for the records management fee). To obtain this permit the applicant completes an application to the Engineering Division, which reviews the scope of work and

insurance requirements. Once the work is completed a final inspection is conducted by Engineering staff to ensure the correct specifications were achieved.

This partnership has the potential to encourage more property owners to repair unsafe curbs, gutters, sidewalks, driveways and ramps, thus reducing the potential for trip and fall injuries and the associated liability. These program changes will allow more individual property owners to benefit from the fee relief program.

Strategic Plan Initiatives

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal:

a. Community Infrastructure
   i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: City Council approved an appropriation in the amount of $5,000 on August 13, 2013 and no additional funds are necessary at this time.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject this resolution and maintain the status quo. Staff does not recommend this action as the financial burden associated with curb, gutter, sidewalk, driveway and ramp repairs can deter residents from addressing sidewalk hazards, which could lead to an increase in trip and fall injuries.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION 2013-135 AND ALLOCATING $5,000 FROM FUND 217 "GAS TAX" RESERVE TO BACKFILL PERMIT FEES UP TO $157.50 PER PROJECT INVOLVING CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND RAMPS IN ORDER TO REDUCE THE FINANCIAL BURDEN TO PROPERTY OWNERS ASSOCIATED WITH THESE REPAIRS	**RESOLUTION NO. 2013-**

WHEREAS, Turlock Municipal Code 7-2-601 requires all property owners to maintain the sidewalks adjacent to their property in a safe and non-dangerous condition; and

WHEREAS, Turlock Municipal Code 7-2-301 requires any person other than the City to obtain a permit when repairing a sidewalk; and

WHEREAS, the typical cost of a sidewalk repair permit fee is $157.50; and

WHEREAS, it is the Council's intent to provide safe and well maintained sidewalks by working with citizens to facilitate repairs; and

WHEREAS, this program has the potential to encourage more property owners to mitigate unsafe sidewalks, thus reducing the potential for trip and fall injuries; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution 2013-135 and allocates $5,000 from Fund 217 Gas Tax Reserve to backfill permit fees up to $157.50 per project involving curbs, gutters, sidewalks, driveways and ramps in order to reduce the financial burden to property owners associated with these repairs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5N

Council Synopsis

September 24, 2013

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

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Fiscal Year 2012-13 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD) and authorizing the City Manager or designee to execute related necessary documents

2 DISCUSSION OF ISSUE:

In a previous action, the City Council approved the submission to HUD of the proposed Annual Action Plan for FY 2012-13. HUD awarded the City of Turlock $485,385 in CDBG funds and City of Turlock/County of Stanislaus Consortium $852,986. The Annual Action Plan covered the proposed activities, revenue and expenditures for the CDBG and HOME funds. Further, the Annual Action Plan (AAP) proposed to continue the existing First Time Homebuyers Program, Housing Rehabilitation Program, funding for public service programs, affordable housing activities, pubic improvements, fair housing activities and staff time for the mobile home park rent subsidy program. The federal funds have been leveraged with other funds such as Neighborhood Stabilization program, Cal HOME and RDA low Mod funds to derive greater benefit to the community and the families the program serves.

Prior to the end of each federal fiscal year, HUD requires a jurisdiction to submit a Consolidated Annual Performance Evaluation Report (CAPER) which describes the activities undertaken in the Annual Action Plan and the resulting accomplishments during the reporting period. It is HUD's direction that the Annual Action Plan guide the allocation of resources and other investment decisions made by the City to assist lower income Turlock residents and neighborhoods. In turn, the CAPER then reveals how the resources were utilized according to the priorities established in the Consolidated Plan. It also details the performances that provided additional affordable housing and support services during the reporting period.

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

The ConPlan is a five year planning document which:

1) identifies housing needs and problems;

2) analyzes market conditions and resources;

3) sets priorities and adopts strategies;

4) allocates resources; and,

5) contains an annual plan (which identifies Federal funds expected to be used, indicating the activities on which they will be spent, and sets goals for the number and type of households to be assisted in the applicable federally funded programs).

As a CDBG entitlement community and the lead agency in the Turlock HOME Consortium, the City of Turlock is required annually to complete a CAPER. The City does not currently receive HOPWA or ESG funding. This report is the City's CAPER for CDBG and HOME Consortium programs for the Program Year 2012 (PY2012) (July 1, 2012 to June 30, 2013). Also included in the CAPER are the Integrated Disbursement and Information System (IDIS) Activity Summary Report (PR03) and Financial Summary Report.

In summary of the CAPER, this is the third year of the 2010-2015 Consolidated Planning period. In this CAPER, the City has made significant progress in addressing the challenges of stabilizing the homeowner base within the community, improving the existing housing stock, and improving the overall quality of life in its neighborhoods.

Some of the highlights of the report include:

- First Time Home Buyer Loans
- Residential Rehabilitation Loans
- Purchase and rehabilitation of NSP homes
- Public Service Grants
- Fair Housing Efforts
- Efforts to address the issues related to homelessness.
- Community development sidewalk project

3. BASIS FOR RECOMMENDATION:

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

G. POLICY INITIATIVE –SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

b. Address housing concerns:
- i) Older neighborhoods rehabilitation
- ii) Homeless issues
- iii) Year round homeless shelter and day center
- iv) Develop transitional housing
- v) Develop senior housing
- vi) Transit oriented housing
- vii) Seek out new grant and funding opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the city's general fund budget. The FY 2012 activities were funded with CDBG, CDBG-R, HPRP, NSP, Cal HOME, State HOME and HOME Consortium funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

If City Council chooses not to approve the proposed Consolidated Annual Performance and Evaluation Report, the City of Turlock and the HOME Consortium will not be in compliance with the reporting requirements to HUD and could jeopardize future funding.

This alternative is not recommended as the City of Turlock is in the process of building a model housing program and intends to be in compliance with HUD requirements at all times.

CITY OF TURLOCK

Turlock/Stanislaus County HOME Consortium Second Program Year

Consolidated Annual Performance and Evaluation Report (CAPER)

Fiscal Year 2012-2013

(July 1, 2012 through June 30, 2013)

City of Turlock

CDBG Grant Number B-12-MC-06-0039

City of Turlock/Stanislaus County HOME Consortium

HOME Grant Number M12-DC060240

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EQUAL HOUSING OPPORTUNITY

September 13, 2013 Draft
Approved by City Council on September 24, 2013

SEPTEMBER 2013

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Third Program Year CAPER

The Third Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

A. Executive Summary

The 2012-2013 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the third reporting period from July 1, 2012 to June 30, 2013 of the Five Year Consolidated Planning period. The City of Turlock is the recipient of federal Community Development Block Grant (CDBG) funding and serves as the lead agency for the City of Turlock/Stanislaus County HOME Investment Partnerships Program Consortium. The United States Department of Housing and Urban Development (HUD) provides these funds to the City on a formula basis.

Recurring Acronyms in this Report:

- **AAP-** Annual Action Plan
- **CAPER-**Consolidated Annual Performance and Evaluation Report
- **CDBG-** Community Development Block Grant
- **CHDO-** Community Housing Development Organization
- **FTHB-** First Time Homebuyer Program
- **FY –** Fiscal Year (July 1 to June 30)
- **HOME-** HOME Investment Partnership Program
- **HA –** Housing Authority of the County of Stanislaus
- **HPRP –** Homeless Prevention and Rapid Re-Housing
- **HUD-** Housing and Urban Development
- **IDIS-** Integrated Disbursement and Information System
- **NSP –** Neighborhood Stabilization Program
- **PI-** Program Income

The City also utilized other Federal, State and local resources, including Neighborhood Stabilization Program (NSP), Homeless Prevention and Rapid Re-Housing (HPRP), CDBG-R, CalHome and Successor Agency funds to address housing and community development priority needs identified in the Consolidated Plan. The CAPER identifies the programs and activities the City undertook during the Program Year (also known as fiscal year) to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address the following: lead based paint hazards, barriers to affordable housing, households at or below the poverty level and fair housing.

The Urban County members are also partners in the City of Turlock/Stanislaus County HOME Consortium (hereafter referred to as the "HOME Consortium"). As the lead agency, the City of Turlock administers the HOME program for the Urban County and reports comprehensive HOME activity for the partnering jurisdictions as part of the City of Turlock's CAPER.

The City of Turlock/Stanislaus County HOME Consortium (Consortium) has successfully completed the third year of its 2010-2014 Consolidated Plan ("Plan"). The Plan is a reflection of the Consortium partners' community vision and outlines priority needs, goals and objectives adopted to achieve the vision. The overall goal of the community planning and development programs covered in the Plan is to develop viable communities by providing decent, safe and sanitary housing; promoting suitable living environment and expanding economic opportunities for low and moderate income persons.

This CAPER also provides a summary of the resources available, the programmatic accomplishments in affordable housing, and the community development activities during the 2012-2013 fiscal year (July 1, 2012 through June 30, 2013) for the City of Turlock and the City of Turlock/Stanislaus County HOME Consortium (Consortium).

Specific Fiscal Year 2012-2013 projects and their accomplishments are identified in the respective program sections of this document. The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, HOME, etc.). Responses to those questions are provided directly below each question.

B. General Questions

B-1.

Assessment of the one-year goals and objectives:

a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.

c. If applicable, explain why progress was not made towards meeting the goals and objectives.

The City allocated investments of resources on a City-wide basis for such programs as CDBG, CDBG-R, CalHome, State HOME, NSP, and HPRP funds. HOME funds through the Turlock/ Stanislaus County HOME Consortium were invested in the communities of the member jurisdictions. Activities identified under the public service category and targeted to special needs populations were offered on a city-wide basis.

Program Accomplishments by funding source

Community Development Block Grant (CDBG) Activities (City of Turlock):

The City of Turlock has received entitlement Community Development Block Grant (CDBG) CDBG funding since 1984. In fiscal year 2012-2013 the City of Turlock received a CDBG grant of $483,385 and CDBG Program Income (PI)[1] from loans totaled $106,409 (estimated). The City of Turlock offered a variety of activities this fiscal year including Housing Rehabilitation, Temporary Relocation, Public Improvements, and Public Services. The programs are available on a citywide basis. The percentage of funds used for activities benefiting low and moderate income was 100% as illustrated in the CDBG Financial Summary Report (PR26) labeled Exhibit 11. The City affirms that all identified resources were pursued, certification for consistency was provided as needed, and no implementation plans were hindered by action or willful inaction.

Housing Rehabilitation Program (City of Turlock - CDBG funded)

[1] CDBG Program Income is defined as the gross income received by the recipient or a sub-recipient directly generated from the use of CDBG funds as defined by HUD in 24 CFR 570.500 and 570.504.

The Consolidated Plan set forth three basic goals: to provide decent housing, to provide suitable living environments and to expand economic opportunities. The goal of providing suitable living environments includes improving safety, livability and revitalization of deteriorating neighborhoods. Assisting the elderly and large family households were among those households of priority.

The goal set in the Annual Action Plan was to rehabilitate a total of six units and the program assisted in the rehabilitation of eleven units with five completed in fiscal year 2012-2013. Of the completed projects; four families received a combination of a deferred payment/amortized and forgivable loans, one received a forgivable loan. For the remaining six units; one received a deferred loan while the remaining five units are fully amortized loans. It is anticipated that these units will be completed no later than mid-October 2013.

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

The program is marketed to low and low/mod income level groups and the City has done mailers and provided information in different venues to increase the number of low-income applicants for the program. Staff believes that our outreach is appropriately targeted and effective to reach those that need and qualify for the program. See Exhibit 5 for census tract incomes.

The Rehabilitation program participant's income, race/ethnicity and other data are provided in the following table.

Table 1

Housing Rehabilitation Program FY 2012-2013

City of Turlock Participant Data by Household
(IDIS Activity # 613, Rehab 646 & 638)

Income Breakdowns	**Owner Occupied**	**Renter Occupied**
Extremely low 0-30%	0	0
Very Low 31-50%	2	0
Low/Mod 51-80%	2	1
Total	**4**	**1**
Race/Ethnicity Breakdowns		
White	4	1
Black or African American	0	0
Asian	0	0
American Indian/Alaskan Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaska Native & White	0	0
Asian & White	0	0
Black or African American & White	0	0
American Indian or Alaska Native & Black or African American	0	0
Balance/Other	0	0
Total	**4**	**1**
Hispanic		
Total	**1**	**0**
Other Statistics		
Female Head of household	1	0
Over 62 years old	3	0
People with Disabilities	1	0
Temporary Relocation		
Total	**3**	**0**

The City's largest population is White (non-Hispanic) with the Hispanic population listed as the second largest. The census tracks for these projects are as follows: 38.02 block group 1 (two units), 38.03 block group 2, 38.04 block group 1, and 39.04 block group 3. See Exhibit 4 for a Census Tract Map of Turlock.

Public Services (City of Turlock CDBG funded):

A total of six Public Service[2] grants were awarded to qualifying non-profit agencies totaling $60,000 ($60,000 expended). The percent of CDBG funds expended during the year for public service activities was 12% (estimated). HUD limits the amount of CDBG funds used for public services to not more than 15 percent of the current grant allocation plus 15 percent of the program income from the prior fiscal year. The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. The total served numbers are based on an unduplicated count meaning that clients are counted only once even if

[2] CDBG funding allows for public services activities as defined by HUD in 24 CFR 570.201(e).

they get the same service more than once. The total served includes the services provided through our grant funding and the agencies other resources for the program for the fiscal year. The following project descriptions outline the services provided to the community excluding fair housing by Project Sentinel which are described on page 22. Project funding and statistics are illustrated in Table 2 on page 12.

1. United Samaritans Foundation
   Project: Emergency Food Box
   Amount funded: $ 10,000
   Total Served: 2,094
   Funding was provided to purchase nutritious food for the Emergency Food Box program. The program is provided to assist individuals and families in Turlock who are experiencing food insecurity and lack sufficient quantities of food to prepare three nutritious meals a day. The emergency food box is filled with sufficient food to feed each person in the family three meals a day for three days. Individuals are eligible to receive a food box every two months and homeless individuals are eligible once a month. Emergency Food Boxes may include, but are not limited to, fresh/frozen meat products, eggs, peanut butter, jelly, canned fruits and vegetables, milk, oatmeal, flour pasta, rice, beans, tomato products, bread and other assorted food items.

2. Second Harvest Food Bank of San Joaquin & Stanislaus Counties
   Project: Food Assistance Program
   Amount funded: $10,000
   Total Served: 19,565
   Through the Food Assistance program, Second Harvest Food Bank is able to collect, store, and distribute a large quantity and diversity of food product, and in turn make these groceries available to their network of eight local non-profit charities. By centralizing the collection, storage, and distribution of product, they are able to serve more families and individuals in need through the programs offered by these non-profit charities. Each non-profit agency visits the Food Bank to select package groceries, canned fruits and vegetables, cereals, and breads, dairy products, meats, and fresh fruits and vegetables. With the assistance of the local non-profit charities they distributed over 213,000 pounds of food for the fiscal year with a retail value of $351,450. Each non-profit charity that they support, with the Food Assistance Program, reports to them the number of unduplicated individuals that they serve on their food pantry programs. These non-profit charities verify that the individuals and families they assist meet the income guidelines.

3. ARC of Stanislaus dba Howard Training Center
   Project: Senior Meals Program
   Amount funded: $ 10,000
   Total Served: 348
   Funding provided meals at the congregate site and home delivery to those seniors who are disabled or shut in their homes. They provided fresh meals, Monday through Friday, to Seniors 60 years and older. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. The Turlock congregate site is located at the Salvation Army Center on Lander Ave. Congregate site meals offer a nutritious hot meal, socialization, and opportunities to remain engaged in the community. The program targets seniors in the following categories: low income, ethnic minority, frail elderly, individuals with disabilities, and rural and otherwise isolated individuals. Meals provided to seniors help them remain

healthy, regain health after an illness/injury, and facilitate them being able to remain independent. Each meal provides 1/3rd of the daily nutritional requirements for a senior. The program helps seniors extend their food budget, while receiving a well-balanced meal. Nutritional education is proved at least four times a year to help seniors implement strategies to address health problems and remain healthy.

4. We Care Program
   Project: We Care Cold Weather Shelter-Turlock
   Amount funded: $10,000
   Total Served: 184 for a total of 6,229 individual shelter beds
   They provided a cold weather temporary shelter for homeless men in Turlock from November 15, 2012 through to April 15, 2013 seven days a week from 6:30 p.m. to 8:00 a.m. They have an approximate capacity of forty-one (41) individuals per night. The individuals served were men eighteen years and older. Many support service referrals are given to individuals to assist them in the direction necessary to become self-sufficient. Community churches, private individuals, and civic organization provided meals each night to shelter participants.

5. Children's Crisis Center of Stanislaus County, Inc.
   Project: Respite Child Shelter Project
   Amount funded: $10,000
   Total Served: 55
   The program provided protective shelter and therapeutic activities to low and moderate income, abused, neglected, homeless, or at risk children in Turlock. The therapeutic Shelter Program provided specialized activities designed to form healthy attachments, gain trust, and develop skills required to succeed in school. Children ages newborn to 17 years old were provided services while their parents were out looking for permanent housing, steady employment, medical care, mental health counseling, substance abuse therapy, and other social services. The program provides immediate protection from children, separating them from their parents during situations of heighten risk for child maltreatment. Within the nurturing homelike environment each child's physical, emotional, therapeutic, and nutritional needs were attended to by qualified, caring staff, trained in the areas of child development, crisis counseling, and crisis management. While children receive quality care, parents will work with Case Mangers, and will receive supportive services to alleviate identified risk factors placing their children at risk for abuse and neglect. The organization participated in many outreach events to increase community awareness of their services.

   The following table illustrates the funding and statistical information about these non-profits.

Table 2

City of Turlock
Public Service Projects Data

FY 2012-2013
CDBG funds

	1	2	3	4	5	6				
	United Samaritans Foundation **-Emergency Food Box**	Second Harvest Food Bank of San Joaquin & Stanislaus Counties **-Food Assistance**	ARC of Stanislaus dba Howard Training Center **-Senior Meals Program**	We Care Program - Turlock **-We Care Cold Weather Shelter**	Children's Crisis Center of Stanislaus County **-Respite Child Shelter Program**	Project Sentinel (Repeats on page 25) **-Fair Housing**				Totals
IDIS #	618	617	615	619	616	620				
Funding			(Numbers rounded to nearest dollar for clarity)							Totals
Budgeted Amount $	10,000	10,000	10,000	10,000	10,000	10,000				60,000
Funded Amount $	10,000	10,000	10,000	10,000	10,000	10,000				60,000
Returned Funds $	0	0	0	0	0	0				0
Net Funds Received $	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**				60,000
Income Breakdowns										Totals
Extremely low 0-30%	1,110	14,194	112	173	34	90				15,713
Very Low 31-50%	189	3,435	134	8	18	75				3,859
Low/Mod 51-80%	17	1,936	90	3	3	30				2,079
Moderate 81+%	778	0	12	0	0	9				799
Total Served	**2,094**	**19,565**	**348**	**184**	**55**	**204**				22,450
Race/Ethnicity Breakdowns										Totals
White	1,757	15,434	251	140	47	172				17,801
Black or African American	90	829	10	12	5	25				971
Asian	8	107	34	0	0	5				154
American Indian/Alaskan Native	14	435	11	4	0	0				464
Native Hawaiian or Other Pacific Islander	27	310	0	3	2	0				342
American Indian or Alaska Native & White	39	67	4	2	0	0				112
Asian & White	1	154	0	0	0	0				155
Black or African American & White	32	136	0	1	1	0				170
American Indian or Alaska Native & Black or African American	3	52	0	0	0	0				55
Balance/Other	123	2,041	38	22	0	2				2,226
Hispanic *	794	6,385	137	43	46	55				7,460
Other Statistics										Totals
Female Head of household	47	5,307	198	0	35	14				5,601
Over 62 years old	236	1,568	218	9	0	7				2,038
People with Disabilities	252	2,148	87	41	0	33				2,561
Homeless persons assisted	N/A	N/A	N/A	184	N/A	N/A				184

N/A= Not Applicable or information Not Available. * Hispanic is a category on its own excluding the race categories.

Planning and Administration (CDBG):
CDBG planning and program administration expenses capacity must be under 20% of the grant plus program income. The City expended $91,800 (estimated) for planning and administration expenses resulting in 19% (estimated) of funds expended meeting the capacity requirement as illustrated in the CDBG Financial Summary Report (PR26) labeled Exhibit 11.

CDBG-R Accomplishments (City of Turlock):
The City of Turlock received CDBG-R funding $200,913 through Housing and Urban Development (HUD) in the fall of 2009 for the following activities. The grant ended in September 2012.

1. Workforce Training and Retraining (IDIS# 511)
   These funds were designated to assist displaced workers to expand their job skills and become more employable. Stanislaus County went from 16.3 percent in May to 16.6% in June 2009. The county's unemployment rate is still considerably higher at 17.2% as of July 1, 2011. This workforce training was provided here in Turlock under public service component and represents 15% of the grant. This work was completed by Alliance Worknet and the Small Business Development Center (SBDC) in fiscal year 2011-2012 and 2012-2013 using $25,830 in grant funds. Job skills were enhanced for 37 workers.

2. Business Enhancement (IDIS# 512)
   These funds were used to make businesses more competitive through technical assistance with the development of marketing and business plans, budgeting and financial knowledge and tools, business counseling, web site development as well as assistance to the development and expansion of micro-enterprises. This activity is addressing an urgent community need to stabilize the downtown business core. The Alliance Small Business Development Center was contracted to provide these business enhancement services. They were able to assist 11 businesses utilizing $30,000 in grant funds.

3. Energy Conservation (IDIS# multiple)
   Housing rehabilitation upgrades specific to energy conservation for seniors, disabled as well as for low and very low income families. One (1) owner occupied unit was provided a commitment of assistance of $6,941 in funding for fiscal year 2012-2013. A total of fourteen units have been assisted with the program. Total grant funds expended was $119,395.

4. Skill Enhancement Training for Displaced Low Skilled Workers (IDIS# 514)
   Provided funding for specific job training to low and moderate income individuals who have been laid off from either business closures such as Mervyn's, Circuit City, Varco Pruden and other businesses and construction companies that have closed. These employees will be retrained to be hired by a new plastics firm who recycles and re-engineers plastic products (energy re-use). Through this program, the firm, Peninsula Plastics, Inc. and the CDBG-R funds have been used to train individuals who did not meet the minimum qualifications. They have received specialized training in Crane and fork lift certificated training, CPR and First responder, scissor lift training and material management. Peninsula Plastics, Inc. assisted approximately twenty-nine workers and spent $ 10,604.25 in grant funds.

State HOME Funding (City of Turlock)

Through the City's First Time Home Buyer (FTHB) program, the City completed loans with the original HOME State grant funds in previous fiscal years and as applicants repay the program loans the funds are used again to assist other applicants. These repaid funds are referred to as Program Income (PI)[3] and/or Recaptured funds[4]. In this CAPER report, all HOME income will be referred to as Program Income for simplicity.

CalHome (City of Turlock)

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2012-2013 one loan was provided expending $51,250 in grant funds. A total of twenty-two loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grant funds in fiscal year 2013-2014.

Neighborhood Stabilization Program (NSP) 1 – (City of Turlock)

Consistent with the existing program administered by the State of California Housing and Community Development (HCD) and the City of Turlock, NSP funding was utilized to renovate and rehabilitate homes, eliminate blight and reinvigorate and stabilize the affected neighborhoods. The City of Turlock received approximately $1.4 million in NSP 1 funds which were used to purchase and rehabilitate homes to sell to income eligible families as well as provide financing mechanisms. For the fiscal year, the City of Turlock purchased nineteen homes with the NSP funds must be sold or rented to low or moderate income families.

For reporting, NSP accomplishments were not required to be included in the CAPER. NSP accomplishments are reported and monitored by HCD.

HOME Consortium (City of Turlock/Stanislaus County HOME Consortium)

The City of Turlock serves as the lead agency for the City of Turlock/Stanislaus County HOME Consortium. The Consortium allocates HOME funds on a formula basis to the members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus unincorporated areas. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities. In fiscal year 2012-2013, the Consortium received a HOME grant allocation of $852,986. Funds were distributed to members as illustrated in the following table.

---

[3] *Program income* means gross income received by the participating jurisdiction, State recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions. See 24 CFR 92.2 for HOME definitions.

[4] *Recaptured Funds* are income received connected to affordability periods as defined in 24 CFR 92.503 and 24 CFR 92.254.

Table 3
HOME Consortium Grant Distributions
Fiscal Year 2012-2013

Funding Distributions	Funding
City of Ceres	85,368.00
City of Hughson	0
City of Newman	84,482.00
City of Oakdale	73,626.00
City of Patterson	77,775.00
City of Turlock	106,956.40
City of Waterford	79,343.00
Stanislaus County	131,998.00
CHDO	128,139.00
Administration	85,298.60
Total Grant	**852,986.00**

The Consortium received Program Income (PI)[5] totaling $11,913 (estimate) and expended $856,456 (estimate). Projects listed in Exhibit 8 show funds expended within the fiscal year, although funds may have been drawn after the fiscal year end. The City expends its funds to process payments then reimburses itself with grant draws from HUD for the activities in order to not impede a projects implementation. This internal finance process may cause some activities to show lower funding levels that what we have reported due to this later reimbursement.

Consortium accomplishments are listed as follows: Ceres, Newman, Hughson, Oakdale, Patterson, County of Stanislaus unincorporated areas, Turlock, Waterford, CHDO, and Matching.

City of Ceres

Rehabilitation Loans

The Housing Authority of Stanislaus County, on behalf of the City of Ceres, administers the Minor Home Repair Program. No rehabilitation loans were initiated in 2012-13.

First Time Home Buyer (FTHB) Loans

No First Time Homebuyer projects were initiated in 2012-13.

Ceres Farm Labor Project (IDIS# 444)

-54 residential rental units in Ceres

The City of Ceres through the Housing Authority is rehabilitating 54 residential housing units. They have expended $240,000 in HOME funds and $60,000 in Redevelopment Agency funds for the project. Phase 1 was completed in fiscal year 2010-2011 (6 units). Phases 2-4 were completed in fiscal year 2011-2012 (18 units). Phases 5-8 were completed in fiscal year 2012-2013. Phase 9 occupancy is anticipated in fiscal year 2013-2014.

[5] CDBG Program Income is defined as the gross income received by the recipient or a sub-recipient directly generated from the use of CDBG funds as defined by HUD in 24 CFR 570.500 and 570.504.

City of Hughson

The City of Hughson does not accept an allocation at this time.

City of Newman

First Time Home Buyer (FTHB) Loans

No First Time Homebuyer projects were initiated in 2012-2013.

Newman Family Apartments (IDIS# 445)

-751 Driskell Avenue, Newman, CA

The City of Newman developed a 16 million dollar project to construct a 68 unit multi-family apartment complex on a 3.5 acre parcel located north of Kern Street at the M Street terminus at Driskell Avenue. The developer is Corporation for Better Housing. The City of Newman has expended $283,000 of HOME funds to the project to assist 11 of the units.

City of Oakdale

First Time Home Buyer (FTHB) Loans

The City of Oakdale processed and completed three First Time Home Buyer Loan utilizing $139,460 in HOME Consortium funding. The distribution of funding is shown in Table 4 on page 19.

City of Patterson

Rehabilitation Loans

The Housing Authority of Stanislaus County, on behalf of the City of Patterson, administers the Minor Home Repair Program. Two rehabilitation loans were initiated in 2012-2013 with one completed in 2012-2013.

First Time Home Buyer (FTHB) Loans

No First Time Home Buyer Loans were process in fiscal year 2012-2013.

City of Turlock

First Time Home Buyer (FTHB) Loans (Consortium HOME)

The City's First Time Home Buyers loan program processed eight loans to enable low/moderate-income family's purchase their first home. These loans were provided through a combination of HOME Consortium and CDBG funding totaling $166,900 and $166,900 respectively. Table 4 on page 20 shows the distribution of funding within Turlock. An additional loan was provided through CalHome funds.

CHDO Project-Stanislaus County Affordable Housing Corporation (STANCO)

Four-plex at 1061 Alpha

HOME ($265,772) Funds were used for the acquisition and CDBG funds are being used to rehabilitate of four existing units. These units will provide decent affordable housing to families at or below 80% of the median area income for Stanislaus County. The project is anticipated to be completed in fiscal year 2013/2014

City of Waterford

The City of Waterford is in the process of developing their policies and procedures for their HOME program and identifying eligible projects. No activities were initiated in fiscal year 2012-2013.

Stanislaus County (unincorporated areas)

First Time Home Buyer (FTHB) Loans

Stanislaus County initiated and completed two First Time Home Buyer loans for a total of $84,000. One project initiated in fiscal year 2011/2012 was also completed. The distribution of funding is shown in Table 4 on page 20.

Rehabilitation Loans

The Housing Authority of Stanislaus County, on behalf of Stanislaus County, administers the Minor Home Repair Program. This program is designed to include minor home rehabilitation, which may include, but is not limited to the repair or elimination of conditions that present health and safety hazards, and provides assistance for disabled people in making their home more accessible. Rehabilitation loans were initiated and completed for three participants. Two projects were completed and the other one is anticipated to be completed in fiscal year 2013-14. The distribution of funding is shown in Table 4 on page 20.

Community Housing Development Organizations (CHDO) [6]

A CHDO is a private non-profit organization that among other HUD requirements has the provision of providing decent, affordable housing to low-income and moderate-income persons. The Consortium reserves 15% of each annual HOME grant allocation for investment in housing to be developed, sponsored, or owned by a Community Housing Development Organization. For the 2012-2013 program year, the Consortium had three certified CHDO's.

CHDO Project listed under the City of Turlock section above.

Matching for HOME funds

See L-2 on page 27 for information about matching funds for the HOME program.

Summary of Housing accomplishments

Summary of Housing accomplishments are listed in the following table to show the breakdown of client data for projects completed in fiscal year 2012-2013.

[6] CHDO's are explained in Title 24 Part 92 subpart G-Community Housing Development Organizations

Table 4 (Part 1): Ceres and Newman

Table 4 (Part 1)
Summary of Housing Accomplishments
Fiscal Year 2012-2013

Housing (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	-	-	-	-	-	-
Total Housing	**0**	**0**	**0**	**0**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	-	-	-	-	-	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	-	-
Total Served	**0**	**0**	**0**	**0**	**0**	**0**
Hispanic Total Served	-	-	-	-	-	-

Table 4 (Part 2): Oakdale and Patterson

Table 4 (Part 2)
Summary of Housing Accomplishments
Fiscal Year 2012-2013

Housing (Only Completed Projects Listed)	Consortium: **City of Oakdale**			Consortium: **City of Patterson**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	3	-	1	-	-
Total	**0**	**3**	**0**	**1**	**0**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	-	-	-	-	-	-
Total Housing	**0**	**3**	**0**	**1**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Oakdale**			Consortium: **City of Patterson**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	-	3	-	1	-	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	-	-
Total Served	**0**	**3**	**0**	**1**	**0**	**0**
Hispanic Total Served	**-**	**0**	**-**	**0**	-	**-**

Table 4 (Part 3): Stanislaus County and Turlock

Table 4 (Part 3)
Summary of Housing Accomplishments
Fiscal Year 2012-2013

Housing (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	1	-	-	-	-
31-50 of MFI	-	-	-	-	2	-
51-80 of MFI	2	2	-	-	6	-
Total	**2**	**3**	**0**	**0**	**8**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	**0**	**0**	**0**	**0**	**0**	**0**
Total Housing	2	3	0	0	8	0

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	2	3	-	-	7	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	1	-
Total Served	**2**	**3**	**0**	**0**	**8**	**0**
Hispanic Total Served	-	-	-	-	3	-

Table 4 (Part 4): Waterford and CHDO

Table 4 (Part 4)
Summary of Housing Accomplishments
Fiscal Year 2012-2013

Housing (Only Completed Projects Listed)	Consortium: **City of Waterford**			Consortium: **CHDO**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	-	-	-	-	-	-
Total Housing	**0**	**0**	**0**	**0**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Waterford**			Consortium: **CHDO**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	-	-	-	-	-	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	-	-
Total Served	**0**	**0**	**0**	**0**	**0**	**-**
Hispanic Total Served	**-**	**-**	**-**	**-**	**-**	**-**

B-2.

Describe the manner in which the recipient would change its program as a result of its experiences.

The City of Turlock and the Turlock/ Stanislaus County HOME Consortium have been proactive in seeking to identify the priority issues that can be addressed with the funding sources available and which have been identified in the Consolidated Plan. While the City of Turlock and the HOME Consortium have had success in terms of the number of projects, loans and residential rehabilitation (in units), the downturn in the economy and the high unemployment rates in the area make doing loans a challenge for those who have no equity or are already in underwater mortgages.

The City of Turlock and Stanislaus County as the HOME Consortium requested and was grant technical assistance from HUD to examine methods to do regional planning to stream line reporting processes with regard to the ConPlan, Annual Action Plans and Consolidated Annual Performance Evaluation Reports. With further reductions in funding, the technical assistance that was granted will help Turlock and the Consortium to examine with practices to enhance service delivery and streamline reporting.

B-3.

Affirmatively Furthering Fair Housing:

a. Provide a summary of impediments to fair housing choice.

b. Identify actions taken to overcome effects of impediments identified.

Project Sentinel provided Fair Housing services for the City of Turlock through a CDBG grant of $10,000. They are a non-profit fair housing agency established to investigate fair housing complaints. They seek to provide fair housing services through enforcement of federal, state and local civil rights laws, and the promotion of community awareness. This fiscal year Project Sentinel provided information and referral services to 204 individuals. See the following table for a breakdown of the persons served. They have investigated and documented several fair housing complaints in the City of Turlock. Complaints have been followed through with testers at the complaint sites.

They provide fair housing investigation services and consultation services. These services included testing, canvassing, statistical analysis, witness interviews and counseling. They conduct presentations throughout the Turlock Community, as well as presenting Fair Housing and Landlord/Tenant workshops and Tester Training workshops. Presentations are conducted upon request.

Project Sentinel also distributed Fair Housing educational materials in English and Spanish to local agencies and community organizations. The Community Resource Handbook, produced by City staff, provides reference information to the community including Renters/Landlords rights, shelter services, disabled services, senior services and other housing related resources. This handbook will be revised this year and is provided to the public and to local non-profit agencies. It is available for review and to download from our website at www.cityofturlock.org.

Table 5 Project Sentinel - Fair Housing Services Fiscal Year 2012-2013 (IDIS Activity # 620)	
Income Breakdowns	
Extremely low 0-30%	90
Very Low 31-50%	75
Low/Mod 51-80%	30
Moderate 81+%	9
Total	**204**
Race/Ethnicity Breakdowns	
White	172
Black or African American	25
Asian	5
American Indian/Alaskan Native	0
Native Hawaiian or Other Pacific Islander	0
American Indian or Alaska Native & White	0
Asian & White	0
Black or African American & White	0
American Indian or Alaska Native & Black or African American	0
Balance/Other	2
Total	**204**
Hispanic	
Total	55
Other Statistics	
Female Head of household	14
Over 62 years old	7
People with Disabilities	33

HUD requires any jurisdiction receiving funds to commit to affirmatively further fair housing. In accordance with HUD's requirements, the City of Turlock in 2005 completed the Analysis of Impediments to Fair Housing Choice. In addition the City is working with Smart Valley Places on a regional analysis of impediments. Some of the regional impediments identified in the beginning drafts of the Regional AI include:

Affordable Housing

1. IMPEDIMENT: Lack of Sufficient Affordable Housing Supply

1.1 Action: Provide assistance to preserve existing affordable housing and to create new affordable housing.

1.2 Action: Offer regulatory relief and incentives in cooperation with the City of Turlock Development Services Department and the Housing Authority of Stanislaus County for the development of affordable housing.
1.3 Action: Assure the availability of adequate sites for the development of affordable housing.
1.4 Action: Develop strategies to mitigate or preserve affordable multi-family units at risk of conversion to market rate units.

2012-13 Action Taken:
- Carried out housing rehabilitation programs, first-time homebuyer programs, and affordable multi-family projects.
- Provided financial assistance for both first-time homebuyer projects and affordable multi-family projects.
- Maintained and made available properties to construct/rehabilitate affordable housing onto non-profit partners.

2. IMPEDIMENT: Insufficient Funding for Affordable Housing Programs
2.1 Action: Research and apply for alternative private and public funding opportunities that can provide additional support to the City's affordable housing programs.

2.2 Action: Review City's Affordable Housing Program Guidelines and current market conditions to ensure the most efficient use of available funds.

2012-13 Action Taken:
- Applied for and received $1,000,000 in CalHome funds for a First Time Home buyer/Rehabilitation Program.

Mortgage Lending
3. IMPEDIMENT: Differential Origination Rates for households of low income status including minorities.
3.1 Action: The City will monitor periodically Home Mortgage Disclosure Act (HMDA) data and report significant trends in mortgage lending by race, ethnicity, and household income.
3.2 Action: The City will support activities of local organizations to improve homebuyer loan readiness through pre-purchase counseling, credit counseling, and home-buyer education programs.
3.3 Action: The City will continue to implement its Economic Development Strategy to increase the income levels for all households in Turlock.
3.4 Action: The City will continue to offer and support home purchase programs for low-income households.
3.5 Action: When selecting lending institutions for contracts as part of an affordable housing project or program, the City may prefer lending institutions with a Community Reinvestment Act (CRA) rating of "Outstanding". The City may exclude those with the rating of "Needs to Improve," or "Substantial Noncompliance" according to the most recent examination period published by the Federal Financial Institutions Examination Council (FFIEC).

2012-13 Action Taken:

The City of Turlock has secured additional CalHOME funds to assist in providing down payment loans for lower income buyers who want to take advantage of the current affordability of housing.

The City of Turlock has adopted new building permit fees that iincoluded a 25% reduction for single family residential fees.

Fair Housing Education and Enforcement

4. IMPEDIMENT: Lack of knowledge of fair housing rights

4.1 Action: Support efforts to educate persons, including occupants, owners, and agents of both rental and purchase units regarding their fair housing rights and responsibilities.

4.2 Action: Support local advocate agencies and community stakeholders in efforts to disseminate fair housing information to the community at large.

2012-13 Action Taken:

- Refer all individuals with potential fair housing issues to Project Sentinel.

5. IMPEDIMENT: Lack of information on the nature and basis of housing discrimination

5.1 Action: Monitor the incidence of housing discrimination complaints and report trends in the Consolidated Annual Performance and Evaluation Report (CAPER).

5.2 Action: If deemed necessary, create an action item in the City's Annual Action Plan that addresses the trend of discrimination complaints as identified in the CAPER

2012-13 Action Taken:

- In the 2012-13 year a total of two-hundred and four (204) families received assistance with fair housing and landlord tenant issues. Of these families, 8 complaints were filed to the governing agencies; seven complaints were resolved, one complaint was referred to council.

Governmental Barriers

6. IMPEDIMENT: Lack of sufficient public transportation for low-income and special needs populations

6.1 Action: The City will continue to study the public transportation system and recommend improvements as funds allow to better serve all populations, including low-income and special needs households.

2012-13 Action Taken:

- Additional funding has not become available but city staff is working with the Transit Manager to identify other funding sources for free or reduced price trinity passes.

7. IMPEDIMENT: Shortage of rental subsidy vouchers

7.1 Action: The City will continue to partner with the Stanislaus County Housing Authority on both affordable housing projects and obtaining additional funds to support the Housing Choice Voucher Program that is currently oversubscribed.

2012-13 Action Taken:

- The City of Turlock has been working with the Stanislaus County Housing Authority to identify and seek out additional voucher grants and opportunities.

-The Avena Bella affordable housing project currently under construction will add an additional 80 units of affordable housing that will not require housing vouchers.

B-4.

Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles in meeting underserved needs.

The City of Turlock continues to participate in the Federal Reserve Bank's Foreclosure Recovery Task Force. Strategies were identified to assist families who had experienced nefarious sub-prime lending practices and had lost their homes. A collaborative action plan currently underway has been refined by all the participating jurisdictions and was previously recognized by President Obama's administration as being forward thinking and community based.

B-5.

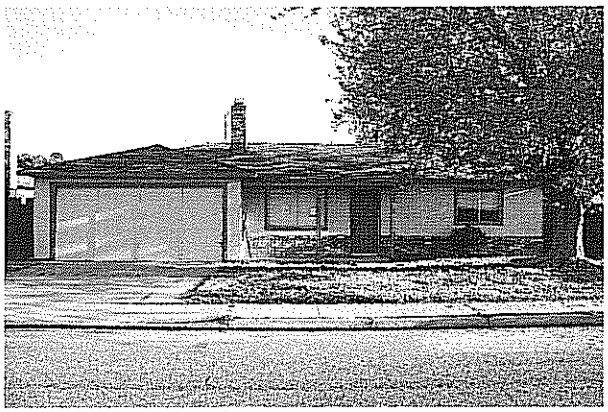
Leveraging Resources

a. Identify progress in obtaining "other" public and private resources to address needs.
b. How Federal resources from HUD leveraged other public and private resources.
c. How matching requirements were satisfied.

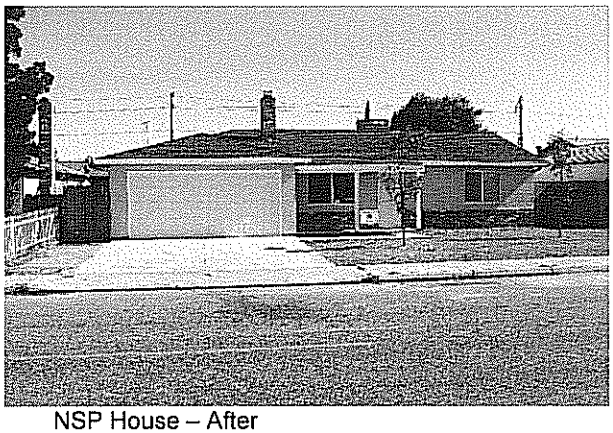
The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, NSP, HPRP, State HOME, Housing Choice Vouchers (previously known as Section 8), Low-income Housing Tax Credits, Redevelopment Housing Set Aside Funds, and local developer contributions.

CalHome
The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2012-2013 one loan was provided expending $51,250 in grant funds. A total of twenty-two loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grant funds in fiscal year 2013-2014.

Neighborhood Stabilization Program (NSP)
The City of Turlock applied for Neighborhood Stabilization Funds in the fall of 2009 and received $1.4 million in a grant award. These were NSP 1 funds that came through the State of California Housing and Community Development. To date, the City of Turlock has purchased and rehabilitated twenty homes in the program, including two units with ADA accommodations. The NSP program is implemented utilizing the City's own Housing staff.



NSP House – Before



NSP House – After

Homeless Prevention and Rapid Re-Housing (HPRP)

The City of Turlock had previously partnered with the Stanislaus Community Assistance Project (SCAP) in a Homeless Prevention and Rapid Re-housing grant in the amount of $1.6 million awarded through the State of California Housing and Community Development.

To date, $1.08 million of the grant has been expended which includes $ 466,211.73 on direct services and assistance to individuals and families in Turlock. Case management is provided by SCAP and the case worker see clients in the City of Turlock Housing office twice a week. Specifically, the Turlock HPRP Grant has assisted 190 cases or households with a total of 456 individuals. These figures have been entered into the Client Track database as part of the Homeless Management Information System (HMIS).

In May 2012, HCD approached the City of Turlock to assume the lead role in the HPRP grant. The City has assumed the grant balance of approximately $289,000 to expend prior to the deadline of September 10, 2012. Children's Crisis Center, We Care and United Samaritan Foundation remain partners in the Turlock grant effort.

Matching for the HOME Program

Non-federal funding is used as matching for the HOME program. See Section L-2 on Page 41 for HOME Matching information and details.

Table 5
Summary of Funding and Leveraging Resources
City of Turlock and Consortium for Fiscal Year 2012-2013

Source of Funds	Agency Providing Resources	Funding Available	Geographic Distribution
CDBG	HUD	483,385	Turlock: City-Wide
CDBG Estimated PI and Carry Over	HUD	955,234	Turlock: City-Wide
Consortium HOME	HUD	852,986	Turlock and Consortium
Consortium HOME Estimated PI	HUD	15,000	Turlock and Consortium
Consortium HOME Estimated Carry Over	HUD	1,114,456	Turlock and Consortium
State HOME Estimated Program Income	HUD through the State	325,000	Turlock: City-Wide
Successor Agency	Successor Agency	250,000	Turlock
Rental Rehabilitation Program (RRP) Estimated Program Income	Local Funds	0	Turlock: City-Wide
Local Lenders	Local Funds	Unknown	Turlock and Consortium
Estimated Total Funding Resources		**$3,996,061**	

Consortium Leveraging

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

C. Managing the Process

C-1.

Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

The City of Turlock's Housing Division is the lead agency responsible for the development of the Consolidated Plan and Consolidated Annual Performance and Evaluation Report (CAPER). The Housing Division is also the primary agency responsible for the administration and management of programs and projects covered by the Consolidated Plan and identified in the CAPER.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2012-2013 Fiscal Year.

During the 2012-2013 Fiscal Year, the City:

- Continued to develop its relationships with private for profit developers and non-profit housing providers to expand the availability of affordable housing.

- Continued to actively participate in the "The Turlock/ Modesto/Stanislaus County Collaborative on Homelessness also known as the Continuum of Care (CoC). Turlock staff now serves on the Continuum of Care Executive committee. In addition, Turlock Housing Staff regularly meets with the Turlock Homeless Action Committee as well as served as the lead agency for the Turlock/ Stanislaus County HOME Consortium.

- Continued to participate in a leadership role in the Turlock Community Collaborative (TCC). The Turlock Community Collaborative is a results-driven network of over 50 member organizations from various sectors "striving to improve the lives of children, adults and families by collaborating and building the resources of the organizations that serve them". The values based group is driven by the belief that working collaboratively with one another creates better solutions to pressing community issues.

- Staff actively participated in the community meetings and public hearing that considered the areas and issue related to the City's compliance with Senate Bill 2 with regard to homeless shelters by right.

D. Citizen Participation

D-1.

Provide a summary of citizen comments.

In order to elicit and encourage public participation, the City of Turlock Housing Program Services Division published the Public Notice for Public Review and Comment and Public Hearing) for the 2012-2013 Consolidated Annual Performance and Evaluation Report (CAPER) and invited the public to participation in the process.

The notice was published in English on September 11, 2013 in the Modesto Bee and published in Spanish on September 18, 2013 in Vida en el Valle, a Spanish language weekly newspaper. The notice indicated that citizens have until September 26, 2013 to make comments. This provides the minimum 15-day comment period as required by HUD 24 CFR 91.105(d)[7]. This notice was also posted on the City Hall Public Announcement Board. A copy of the public notice is attached labeled Exhibit 1.

Documents made available to the public
CAPER copies were made available at the City of Turlock City Hall and Housing Program Services Division Office, Stanislaus County Turlock Library branch office, and City of Turlock Police Services. The Consolidated Plan and the Analysis of Impediments to Fair Housing report were and are available to the public at the City of Turlock Housing Program Services

[7] Housing and Urban Development Code of Federal Register Title 24 Part 91 section 105(d).

Division office located at 156 South Broadway, Suite 250, (in City Hall) and the Stanislaus County Turlock Library branch office located at 550 Minaret Avenue.

Comments Received

Public comments were sought during the comment period from September 11, 2013 to September 26, 2013. A Public Hearing was held in Turlock on September 24, 2013 at 4:00 p.m. to provide information and take comments for the CAPER. See Exhibit 1 for a summary of the Public Comments.

D-2.

In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

Please see the list of exhibits for the maps and census tract data.

Expenditures and Commitments

CDBG and HOME funds were used exclusively to benefit low and moderate (low/mod) income persons, aid in the prevention of slums or blight, as well as meet community development needs having a particular urgency.

Expenditures and commitments for this fiscal year are summarized in the following table (Table 6). HUD requires expenses, activities, and accomplishments to be logged into its computerized online reporting system known as the Integrated Disbursement and Information System (IDIS). Expenses in the IDIS reports may not correspond to tables 6 and 7 due to funds not being drawn down within the fiscal year.

Table 6

CDBG Commitments and Expenses Table -City of Turlock Only

Fiscal Year 2012-2013

(Numbers rounded for clarity. IDIS reports may not correspond to table due to funds not being drawn down within the fiscal year)

Project ID	CDBG Project Title	Budget	Commitments	Expenses
1	Housing Rehabilitation	(estimate) 650,000	(estimate) 485,266	(estimate) 485,266
2	Temporary Relocation	4,500	4,000	4,000
3	P/S ARC/Howard Training Center	10,000	10,000	10,000
4	P/S Children's Crisis Center	10,000	10,000	10,000
5	P/S Second Harvest Food Bank	10,000	10,000	10,000

6	P/S United Samaritans Foundation	10,000	10,000	10,000
7	P/S We Care Program	10,000	10,000	10,000
8	P/S Project Sentinel (Fair Housing)	10,000	10,000	10,000
9	First Time Home Buyer Loans	280,000	166,900	166,900
10	Public Improvements	136,785	28,853	28,853
11	Affordable Housing Development	50,000	0	0
12	Program Administration (CDBG)	96,677	estimate) 96,677	estimate) 96,677
		1,277,962	**841,426**	**841,426**

Table 7

HOME Consortium Commitments and Expenses Table

Fiscal Year 2012-2013

(Numbers rounded for clarity. IDIS reports may not correspond to table due to funds not being drawn down within the fiscal year)

Project ID	Project Title	HOME Budget	Commitments	Expenses
13	CHDO 2012	128,139	0	0
N/A	Affordable Housing Prior Year CHDO 2011/2012	(estimate) 556,687	(estimate) 570,199 CHDO 208,566	(estimate) 570,199 CHDO 208,566
14	Affordable Housing Current Year 12-13	640,695	0	0
15	Consortium Administration (HOME)	85,298	(estimate) 77,691	(estimate) 77,691
		1,410,819	**856,456**	**856,456**

See Exhibit 8 (IDIS report PR01) and Exhibit 10 (IDIS report PR08) which illustrate how funds were committed and expended in CDBG and HOME. Projects show funds expended within the fiscal year, although funds may have been drawn after the fiscal year end. The City expends its funds to process payments then reimburses itself with grant draws from HUD for the activities in order to not impede a projects implementation. This internal finance process may cause some activities to show lower funding levels that what we have reported due to this later reimbursement. At the end of the fiscal year, the City of Turlock did not have any earned interest on the revolving loan funds that would be required to be returned to HUD.

Table 8

Distribution of Funding in Turlock (HOME & CDBG)

First Time Home Buyers Assisted (HOME/CDBG) and Rehab (CDBG) in Turlock

2012-2013

Turlock Census Tracts	First Time Home Buyers Assisted in Turlock (CDBG and HOME Consortium)	Rehabilitation (CDBG Funds)
36.02		
36.03		
36.04	1	
36.05	1	
37.00	1	
38.01		
38.02		2
38.03		1
38.04		2
38.05	1	
39.04	1	
39.05		
39.06	2	
39.07	1	
39.08		
39.09	1	
Total	9 (8 HOME/CDBG, 1 CalHome)	5 Homes

~~See Exhibit 4 for Census Tract Map~~

Table 9

Distribution of Funding in HOME Consortium

(Excluding Turlock)

HOME Consortium Assisted First Time Home Buyers, Rehabilitation, and Apartments

2012-2013

Consortium Member	First Time Home Buyers	Rehab Program	Rentals
Stanislaus County (unincorp. areas)			
Ceres	-	-	
Denair	-	-	
Empire	-	-	
Grayson	-	-	
Hickman	-	-	
Hughson	-	-	
Keyes	-	-	
Modesto	1	1	
Oakdale	-	1	
Patterson	-	-	
Riverbank	-	-	
Salida	2	-	
Crows Landing	-	-	
Ceres	-	-	0
Newman	-	-	
Oakdale	3	-	
Patterson	-	1	
Total	6	3	0

See Exhibit 3 for Stanislaus County Map

E. Institutional Structure

E-1.

Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

One of the strategies of the Consolidated Plan is to take actions to overcome any gaps that may exist in the institutional structures and enhance coordination within Stanislaus County network of public service providers.

For instance, during the program's monitoring reviews, agency-to-agency referrals are reviewed to verify that participants receiving services do not experience any gaps as they strive to reach their goal of independence from the need of public services within the community. Thus, the development of the Stanislaus Homeless Management Information System (HMIS) also has the potential to actively refer consumers of homeless services in a way that greatly reduces, if not eliminates, the needs of those transitioning from the streets towards permanent housing. Formal approval for agency-to-agency referral information via the HMIS system has been approved through the HPRP – HMIS Continuum of Care (CoC) sub-committee.

There is considerable work going on in Stanislaus County to bring together governmental agencies, nonprofit service providers, and consumers of services to identify where there are gaps and how they can be best filled. Stanislaus County is actively involved throughout the year with different service networks in the community. One of these is the Stanislaus Housing and Support Services Collaborative (SHSSC) (Continuum of Care), a very strong network of County-wide service providers, through which any identified institutional gaps may be addressed.

Another network is the Stanislaus County Mental Health Services Act (MHSA) collaborative whose purpose is to expand and develop innovative, integrated services for children, adults and older adults. California's voters passed MHSA in November 2004.

One of the major issues seen in the community is not a lack of agencies but a lack of prioritizing by the agencies. Many agencies tend not to look at long-term funding due to either lack of staff or capacity. Building the capacity of local nonprofits has also become an important issue for the Urban County and other entitlement cities. The Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region. The Urban County is able to: a) effectively strategize to fill in institutional gaps; and, b) continue to work and build cooperatively and collaboratively; c) provide technical assistance to the nonprofit community; d) provided seed funds via the public service cycle to expand their capacity to provide a greater variety of housing related services for the population they directly serve.

F. Monitoring

F-1.

Describe how and the frequency with which you monitored your activities.

The City of Turlock requires each public service agency to provide quarterly data reports that describe the number of people served and includes statistics on race/ethnicity and income. Each public service agency is monitored on a yearly basis to insure compliance with program regulations.

City staff reviews program activity reports to assess the progression of division projects and resolve problems and issues as necessary to ensure compliance, with all statutory and regulatory requirements. Staff also meets periodically with Consortium members to monitor and approve activities and projects, review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

F-2.

Describe the results of your monitoring including any improvements.

Turlock requested from HUD and was granted technical assistance to revise and enhance the City of Turlock as well as the Turlock/ Stanislaus County Home Consortium policies and procedures which included monitoring procedures. A draft set of policies and procedures for HOME has been completed with new monitoring policies and procedures.

F-3.

Self Evaluation

a. **Describe the effect programs have in solving neighborhood and community problems.**
b. **Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.**
c. **Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.**
d. **Indicate any activities falling behind schedule.**
e. **Describe how activities and strategies made an impact on identified needs.**
f. **Identify indicators that would best describe the results.**
g. **Identify barriers that had a negative impact on fulfilling the strategies and overall vision.**
h. **Identify whether major goals are on target and discuss reasons for those that are not on target.**
i. **Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.**

Based upon the review of the City of Turlock and the Turlock/Stanislaus County HOME Consortium's performance and accomplishment during the past year, the City and

Consortium are meeting the objectives as outlined in the Consolidated Plan. The City and Consortium have taken an active role in the promotion and production of affordable housing as well as addressing the needs of the community. The City actively pursued and utilized resources identified in the Consolidated Plan and Action Plan to leverage the CDBG and HOME funds to serve the Community.

The City of Turlock met the CDBG 1.5 timeliness requirement for the 2012-2013 fiscal year as mandated. HUD requires that the City have no more than 1.5 times its current year entitlement grant in its line of credit on April 15th of each year. All line of credit withdrawals are supported by documented actual expenditures. The City expends the funds first then reimburses itself when funds are drawn down.

City staff reviews program activity reports to assess the progression of division projects and resolve problems and issues as necessary to enhance our effectiveness and productivity. Staff meets at least twice each quarter with Consortium members to monitor and approve activities and projects, review financial items, update activity statuses, and complete project documentation.

G. Lead-Based Paint

G-1.

Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

Within the Stanislaus Urban County jurisdiction, there were three (3) cases of childhood lead-based poisoning investigated by Stanislaus County in Fiscal Year 2012-2013. The cause of the lead exposure was connected to the housing unit in three (3) of these cases. In these cases, the Housing Rehabilitation Program information was given to the household. The cause of the poisoning in the remaining case was not determined.

During the Fiscal Year 2012-2013, the City of Turlock joined the Stanislaus Urban County in partnering with the Childhood Lead Poisoning Prevention Program to distribute information in the unincorporated areas and the participating jurisdictions. 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.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of EPA Lead Renovation and Repair and Painting certification. During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol). These actions are part of the overall strategy of the ConPlan and will continue in funded housing activities.

During the implementation of Turlock local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol). These actions are part of the overall strategy of the Consolidated Plan and will continue in funded housing activities. The City continued to provide information regarding lead based paint hazards to City of Turlock residents.

H. Housing Needs

H-1.

Describe Actions taken during the last year to foster and maintain affordable housing.

During the 2012-2013 fiscal year the City worked to increase the availability of affordable housing to Turlock residents. The City completed its update to the Housing Element of the General Plan which identifies current housing stock and gaps in the number of units by size and affordability. The City's new Housing Element provides for a 10% Affordable Housing Production Goal to insure that affordable purchase and rental housing are constructed to help meet the needs of middle, low and very low income households.

In the Housing Needs Table, annually, the City had committed to assisting six homeowners with housing problems, as addressed through the City's longstanding Owner Occupied Housing Rehabilitation Programs. As identified in the previous section, the Housing Rehabilitation Programs are funded with CDBG, CDBG-R, and HOME funds.

In addition, The City and its Redevelopment Agency have entered into two Disposition and Development Agreements for the Construction of a two phased project totally 141 units of affordable housing. The project is targeted to serve families and seniors and 30%, 40%, and 50% of the AMI. The first phase of 80 units is currently under construction with occupancy set for late 2013. The developer will be applying for tax credits for the second and final phase in the next round of applications.

I. Specific Housing Objectives

I-1.

Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City's Consolidated Plan identifies as a high priority need extremely low, very low and low-income households experiencing housing problems. Consistent with the priorities outlined in the Consolidated Plan, during the 2012-2013 fiscal year, the City undertook the following activities that addressed the housing needs:

- The Stanislaus County Housing Authority (SCHA) has continued to use resources available through the Housing Choice Voucher Program to provide rental assistance. The SCHA has contract authority from the U.S. Department of Housing and Community Development (HUD) to assist households with Housing Choice Vouchers. The Housing Authority's current budget allowed the full utilization of all vouchers as well as a waiting list.

- The City of Turlock utilized various home purchase assistance resources including the HOME Program, CDBG, and CalHome for the City's first time homebuyer assistance programs.

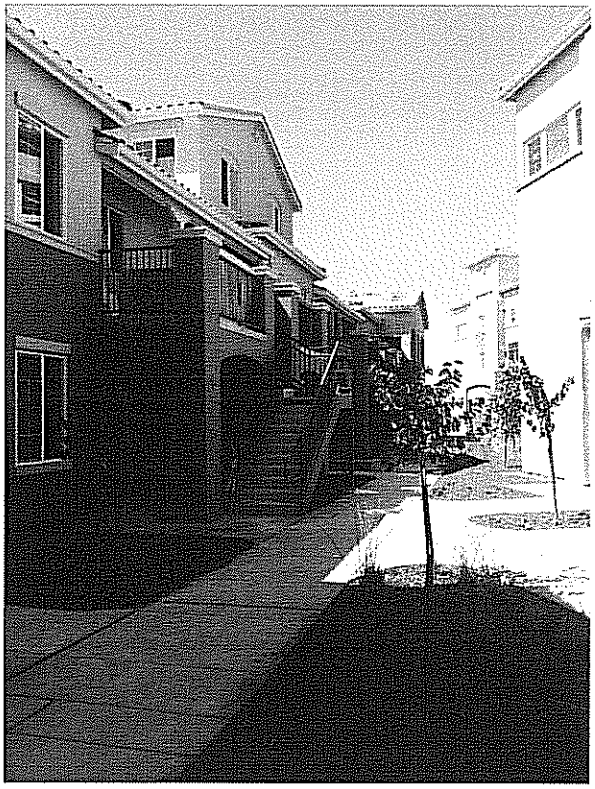
- The City continued to administer a First Time Home Buyers Program for low-income, first-time homebuyers which provide low interest loans. The program is funded with HOME, CalHome, CDBG, and Program Income. Funds expended during the 2012-2013 Program Year for all funding sources Turlock expended $385,050 and assisted nine (9) income eligible homebuyers.

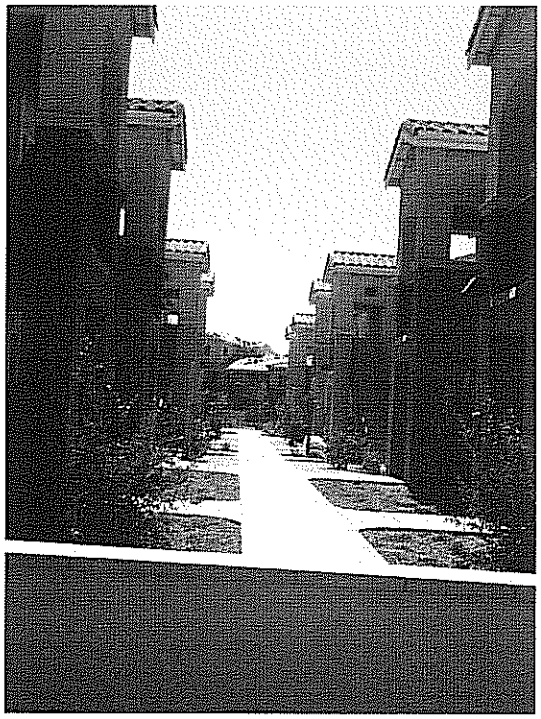
- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions.

- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the new Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

- All families assisted under the various Stanislaus Urban County first time homebuyer DPA programs meet the Section 215 definitions of affordable housing. All related program goals were met.

- **Avena Bella**





The City entered into a Disposition and Development Agreement for the development of affordable housing located on a parcel of city owned land located at 500 West Linwood Avenue. The project, for tax credit application purposes was broken into two phases with the first phase consisting of 80 units all of which are designated for income levels at 50% of the AMI and below. A funding request to the Federal Home Loan Bank was submitted in March 2011 and a $1,000,000 grant was received for the project. The Turlock Redevelopment Agency committed $5,000,000 to the project and the tax credits were awarded in the September 2011 round of funding. Groundbreaking occurred in April 2012, as scheduled.

The project has been under construction during the 2012-2013 year with occupancy scheduled for October 2013.

The City has worked closely with the developer, EAH, Inc to get the project constructed.

City staff has also participated in the community outreach to identify potential tenants. The interest list for the 80 units exceeded five hundred persons. A lottery was held in June 2013 to begin to income qualify potential tenants.

I-2.

Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

Section 215 provides that the City of Turlock and the Turlock/Stanislaus County HOME Consortium provide an evaluation of progress in meeting its specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households assisted during the reporting period and the number of households assisted with housing that meets the Section 215 definition of affordable housing for rental and homeownership. The specific documentation and data to answer this requirement can be found in Table 4.

I-3.

Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.

In efforts to address "worst-case" housing needs and housing needs of persons with disabilities, the Stanislaus Urban County partners with organizations such as Disability Resource Agency for Independent Living (DRAIL). Project Sentinel and DRAIL work closely with one another through client referral to ensure individuals with disabilities are not suffering from discrimination related to housing.

Agencies providing housing and supportive services to 2,561 individuals with disabilities received food assistance, shelter, housing or case management services through agencies that received CDBG Public Services.

J. Public Housing Strategy

J-1.

Describe actions taken during the last year to improve public housing and resident initiatives.

The City of Turlock actively partners with the Stanislaus Housing and Support Services Collaborative (also known as the Continuum of Care) in all activities related to improving public housing and resident initiatives. During past fiscal years, Urban County cities have partnered with the Housing Authority of the County of Stanislaus to rehabilitate public housing units.

The Stanislaus Urban County actively partners with the CoC in all activities related to improving public housing and resident initiatives. During past fiscal years, Stanislaus Urban County cities have partnered with the Housing Authority of the County of Stanislaus (HA) to rehabilitate public housing units. The HA is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The HA is committed to provide decent affordable housing to its residents and in doing so; the HA keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment. During Fiscal Year 2012-2013, the HA had a total of ten (10) public housing modernization projects. Modernization activity included from replacement of windows with new energy efficient units, re-roofing, interior improvements, installation of new energy star rated appliances, and replacement of outdated HVAC systems with high efficiency Energy Star rated systems.

Public housing improvements were conducted at different sites throughout Stanislaus County which include: Riverbank, Patterson, Westley, Hughson, Turlock, Ceres, and Modesto. HA was able to fund these improvements on a total of 662 housing units, via American Recovery and Reinvestment Act and HUD Capital Fund Program funds.

K. Barriers to Affordable Housing

K-1.

Describe actions taken during the last year to eliminate barriers to affordable housing.

The changed economic circumstances confronting the Urban County, especially those affecting homeownership and rental housing markets, must be viewed as potential threats to fair housing choice. The economy in Stanislaus County is slowly recovering at this time and the foreclosure rate has decreased significantly over the past reporting year.

Even though the foreclosure rates are not a high as in previous years, there are still families who are finding currently themselves in this situation. In a continued partnership with local, state, federal, and 31 private entities, the City of Turlock in Collaboration with Stanislaus County and other area cities continue to assist homeowners that are in foreclosure and/or at risk of foreclosure by providing the necessary information, referrals and resources available to them.

The new barriers that families are encountering are the lack of homes for sale and competition with investors for the available units. City staff continues to be involved in the Federal Reserve Foreclosure Recovery Task Force and the Northern California Housing Counseling Network to make lenders and non-profits aware if the situations and problems that families are facing.

L. HOME/American Dream Down Payment Initiative (ADDI)

L-1.

Assessment of Relationship of HOME Funds to Goals and Objectives

a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.

See Table 4 for accomplishment data.

L-2.

HOME Match Report

a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

The City satisfied HOME match obligation, during fiscal year 2012-2013, through use of HOME match credit primarily from eligible local redevelopment projects. Currently, the City has approximately $5,177,801.18 in match credit available.

The City of Turlock/Stanislaus County HOME Consortium funds required contributions to qualified housing[8] in an amount equal to 25% of appropriated HOME funds drawn down from the Consortium's HOME Investment Trust Fund Treasury account in the fiscal year for project costs, unless the Consortium has received a reduction in the contribution requirement. These contributions are referred to as "match." The amount of obligation is based on the amount of HOME funds drawn down, with some exceptions, including funds for administration. Match contributions made in excess of match obligations may be carried forward as match credit toward meeting obligations incurred in future years. Eligible forms of matching contribution are listed at 24 CFR 92.220.

The HOME matching requirement for the City of Turlock/Stanislaus County HOME Consortium was 25% for the federal fiscal year[9], due to the percentage of families in poverty. $_____47,217.95. The Consortium exceeded the matching obligation through its eligible cash contribution balance of $5,177,801.18. This large amount of matching balance is primarily due to HUD determining that the RDA funds ($4,151,000) used for the construction of the Crane Terrace project, in fiscal year 2004/2005, was an allowable source of match. Matching cash contributions usually include Redevelopment 20% Housing set-a-side and Rental Rehab Program (RRP) funds. For more detailed information see the required HOME Matching Report (form HUD-40107-A) labeled Exhibit 7. The HOME Match Report is illustrated by the Federal Fiscal year (October 1, 2012 to September 30, 2013). Consequently the match report obligation (Part II, #4) shows $47,217.95 (up to 06/30/13) and the Match contribution (Part II, #3) shows $5,225,019.13 (up to 06/30/13) as the federal fiscal year does not end until September 30, 2013. This leaves an excess match carry over to the next Federal fiscal year of $5,177,801.18 (Part II, #5).

[8] The Housing and Urban Development Code of Federal register in Title 24 Part 92 section 219 defines qualified HOME assisted housing. A contribution is recognized as a matching contribution if it is made with respect to certain criteria.

[9] The Federal Fiscal Year covers October 1, 2011 through September 30, 2012.

L-3.

HOME MBE and WBE Report

a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

The City will complete the HUD Form 40107 and submit the document to HUD in October 2013, as required.

L-4.

Assessments

a. Detail results of on-site inspections of rental housing.
b. Describe the HOME jurisdiction's affirmative marketing actions.
c. Describe outreach to minority and women owned businesses.

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, public presentations and events, utility newsletters and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo and the Fair Housing Poster are at each public notice, the City's website and projects.

M. Homeless Needs

M-1.

Identify actions taken to address needs of homeless persons.

Cold Weather Homeless Shelter services were provided in the cold winter months through the We Care program for men and through Turlock Gospel Mission (TGM) for women and children. The City has adopted a zoning overlay district that homeless shelters can be established by right in response to California's Senate Bill 2. The City's Housing Elements has been certified by the State of California Department of Housing and Community Development for its compliance on the requirements for homeless shelters.

In a further effort to address some of the homeless needs, the City contracted with Community Housing and Shelter Services (CHSS) to provide housing assistance in the form of hotel vouchers, housing counseling assistance and transit passes for clients. These services were provided at the We Care offices in Turlock. During the 2012-2013 fiscal year, CHSS provided assistance to 231 individuals who were seen for services and 66 households were sheltered, which included 218 individuals and 117 were children. There were 2,846 shelter nights provided. The service agreement was funded with Redevelopment Agency funds.

The City has been involved with the Turlock Homeless Action Committee and their efforts to identify potential sites for a shelter within the zoning overlay area. The Turlock Gospel Mission has secured a site for the development of a year round shelter with day and support

services. TGM is currently fundraising for the remaining funds necessary to build the shelter. It is expected that remaining funds be raised by early next year.

Continuum of Care

Services are provided to the homeless – including outreach and assessment, emergency housing, transitional housing, permanent supportive housing, and supportive housing – through the cooperative efforts of over 50 agencies involved in the Turlock/ Modesto, Stanislaus County Housing Collaborative. The lead agency to address the issues of homelessness is the Turlock/ Modesto/ Stanislaus County Housing Collaborative, founded in 2001. Its vision is to end homelessness in Stanislaus County. Its mission is to bring people together in collaboration to develop, coordinate and support projects, services and resources that will enhance our partners' ability to end homelessness.

The Continuum addresses the needs of all homeless subpopulations including domestic violence victims, mental illness, substance abuse, HIV+/AIDS, veterans, and youth. Representatives include members from the faith-based community, non-profits, business, city and county government, and interested citizens.

- Implements the Stanislaus County 10 Year Plan to End Homelessness
- Holds monthly membership meetings
- Holds monthly Board meetings
- Conducts the biannual Homeless Counts
- Reviews currently funded projects
- Submits the annual application for HUD McKinney Vento funds

M-2.

Identify actions to help homeless persons make the transition to permanent housing and independent living.

Throughout this Fiscal Year, Turlock has participated on the Executive Committee of the Continuum of Care for Stanislaus County. While Turlock does not receive entitlement ESG funds, Turlock collaborated with We Care and Children's Crisis Center to apply for competitive ESG funds form the State of California Department of Housing and Community Development. Unfortunately, funds were not awarded.

In addition to rental assistance, the Center for Human Services provided utility assistance payments, case management, and resource and referral services to 603 unduplicated individuals residing in the communities of Patterson, Newman, and Ceres. This emergency assistance allowed households struggling with the decision to either pay rent or utilities, to stabilize their housing situations and remain in their current housing.

The Children's Crisis Center's Verda's House facilities utilized ESG and CDBG Public Service funds to operate a daycare and shelter facility for infants, toddlers and children at-risk of homelessness. The facility provided parents case management services, allowing them to find and maintain jobs, housing and other necessary services.

Additionally, Turlock staff worked closely with representatives of other jurisdictions and other CoC members on the ESG/HMIS/SHP Sub-committee of the CoC, made up of representatives from the City of Modesto, Stanislaus County, the Housing Authority, and homeless service providers, to improve the Homeless Management Information System (HMIS) and to being the process of developing of a coordinated intake and assessment

process which will ultimately be implemented CoC wide. Using Stanislaus County ESG funds, the county provided funding to the CoC to assist with HMIS data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CoC's homeless data collection to act as a much more valuable tool for tracking individuals patterns into and out of homelessness. Overall, the subcommittee made great strides toward improving data quality and the consistency of the intake process for shelter, homeless prevention, and rapid re-housing activities.

M-3.

Identify new Federal resources obtained from Homeless SuperNOFA.

The following chart indicates the resources acquired through the Stanislaus Housing and Support Services Collaborative (also referred to as the Continuum of Care) through from the Homeless SuperNOFA to assist those individuals/families directly suffering from homelessness along with those in jeopardy of becoming homeless.

Turlock/Modesto/Stanislaus

Turlock/Modesto/Stanislaus CoC - 505		
Berberian Transitional Housing Program	SHPR	$101,905
Homes for Homeless	SHPR	$90,011
Miller Point	S+CR	$97,129
Families in Transition	SHPR	$69,643
Halo 4 (9)	SHPR	$164,716
Halo 7 (14)	SHPR	$92,025
Halo Apartments (5)	SHPR	$230,043
Halo Homes (3)	SHPR	$199,962
Halo Housing (1)	SHPR	$124,154
Pathways	SHPR	$78,976
Pathways-Support Services Only	SHPR	$43,241
Permanent Housing #1	SHPR	$95,850
Shelter Plus Care 1-4,6 & 7	S+CR	$981,287
Shelter Plus Care 5 (MP)	S+CR	$142,300
Stanislaus HMIS Renewal HMIS		$84,795
Turning Point Affordable Housing Project	SHPR	$103,793
Turning Point Supportive Housing Program	SHPR	$166,083
		Total : $2,865,913

SHP: Supporting Housing Program
SHPR: Supporting Housing Program Renewal
S+CR: Shelter Plus Care

N. Specific Homeless Prevention Elements

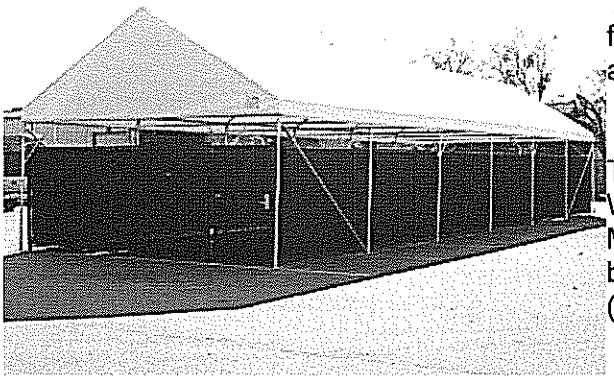
N-1.

Identify actions taken to prevent homelessness.

During Fiscal Year 2012-2013 the City of Turlock staff has taken a leadership role with the Continuum of Care and the bi-annual homeless count don the last week of January. This year, the surveys were changed to allow a geographic designation be included so that each jurisdiction in Stanislaus County would know what proportion of homeless people resided in their respective communities.

The City of Turlock has joined with Turlock Gospel Mission to establish a day-time resource and assistance center for Turlock's homeless in the former Youth Center Building.

Turlock Gospel Mission operates the Homeless Assistance Ministry (HAM Center) 365 days a year from 7:30 to 5:30 daily. The Day Center serves about 60-75 guests each day. Guests of the Center can utilize the computer center, receive mail etc. Gospel Mission offers case management assistance for guest to get forms of identification, social security cards etc. To date, they have also assisted 30 clients get into permanent housing.



The day center facility also includes a covered, fenced storage area for such things as bikes and carts.

The day center is a separate program from the Winter Relief Program that Turlock Gospel Mission already provides. The new program will be called Homeless Assistance Ministry (H.A.M.) and will have its own director.

O. Emergency Shelter Grants (ESG)

The City of Turlock does not receive entitlement Emergency Shelter Grant (ESG) Funds from HUD but applied for them from the Department of Housing and Community Development. Unfortunately the grant application was not awarded funds.

P. Community Development

P-1.

Assessment of Relationship of CDBG Funds to Goals and Objectives

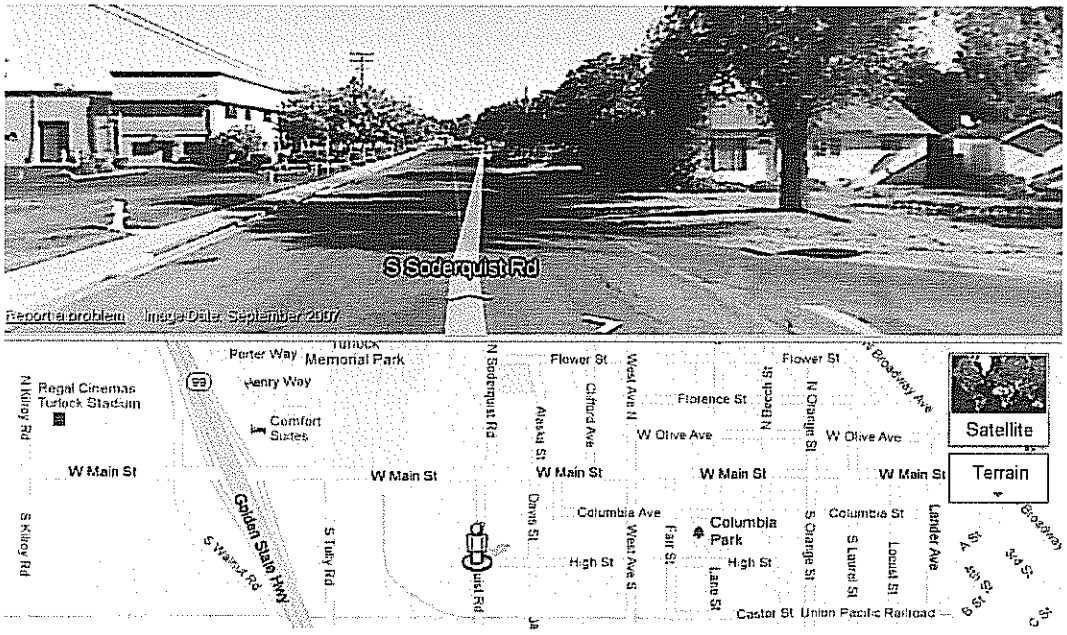
a. **Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.**
b. **Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.**
c. **Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.**

The City undertook the following community development objectives utilizing CDBG funds during the 2012-2013 Program Year:

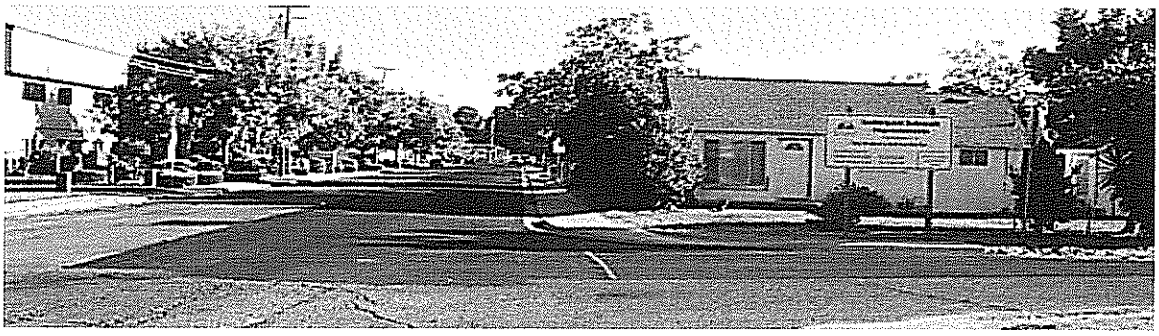
The issue of sidewalks was identified in the Consolidated Plan as a high priority for the community. As such, the City of Turlock began compiling a list of public improvements, such as curbs, gutters and sidewalks that need to be constructed or rehabilitated to be ADA compliant. The prioritized list will be used to identify the most urgent public improvements and access issues that need to be addressed in the qualifying census tracts with the funds available.

The City undertook a sidewalk improvement project in constructing a new sidewalk which ties from Columbia Park to Osborn School on South Soderquist Road in census tract 38.02. The total cost of the project was $303,669 (estimated) of CDBG funds. These improvements included ADA elements to further assist in serving the neighborhood. Recognition was given to the CDBG program on a sign at site. Ten residential homes were assisted in the first phase in 2011-2013. The second phase was initiated in 2012-2013 and will be completed in 2013/2014 to assist 4 more homes.

Before (South Soderquist Road and High Street)



After (South Soderquist Road and High Street)



The Consolidated Plan set forth three basic goals: to provide decent housing, to provide suitable living environments and to expand economic opportunities. The goal of providing suitable living environments includes improving safety, livability and revitalization of deteriorating neighborhoods. Assisting the elderly and large family households were among those households of priority.

The goal set in the Annual Action Plan was to rehabilitate a total of six units and the program assisted in the rehabilitation of eleven units with five completed in fiscal year 2012-2013. Of the completed projects; four families received a combination of a deferred payment/amortized and forgivable loans, one received a forgivable loan. For the remaining six units; one received a deferred loan while the remaining five units are fully amortized loans. It is anticipated that these units will be completed no later than mid-October 2013.

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

The program is marketed to low and low/mod income level groups and the City has done mailers, provided direct information flyers to the owner/tenant at each home in targeted areas and provided information in different venues to increase the number of low-income applicants for the program. Staff believes that our outreach is appropriately targeted and effective to reach those that need and qualify for the program. See Exhibit 5 for census tract incomes.

P-2.

Changes in Program Objectives

a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

No changes made.

P-3.

Assessment of Efforts in Carrying Out Planned Actions

a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.

b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.

c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

The City has complied with all Federal Overlay requirements for all projects and activities undertaken during the 2012-2013 Program Year.

Citizen participation and comments have been solicited through the use of public notices in the local newspapers. Public meetings and hearings have been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input into what services, projects, or activities the City undertook using Community Development Block Grant and HOME funds.

P-4.

For Funds Not Used for National Objectives

a. Indicate how use of CDBG funds did not meet national objectives.

b. Indicate how did not comply with overall benefit certification.

All CDBG funds used met National Objectives.

P-5.

Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property

a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.

b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.

c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.

The City of Turlock includes regulatory language in all of its program documents addressing the anti-displacement and relocation laws. Per program guidelines, the City of Turlock will not provide assistance through any of its programs if the assistance will cause the displacement of a family or individual. No activities were funded that involved displacement and/ or relocation.

P-6.

Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons

a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.

b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.

c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.

CDBG-R Grant has funded and provided job training in which the clientele were low/mod.

P-7.

Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit

a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.

No activities were funded in this category during this program year.

P-8.

Program income received

a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
b. Detail the amount repaid on each float-funded activity.
c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
d. Detail the amount of income received from the sale of property by parcel.

The City received $106,409 (estimated) in CDBG Program Income for the 2012-2013 program year. The Program Income resulted from the payoff of one (1) Housing Rehabilitation deferred loan and monthly payments and interest of amortized loans. These funds are used to provide further eligible CDBG activities.

The HOME Consortium received $_____6,440 (estimated) in Program Income for the 2012-2013 program year. The program income resulted from the payments on First Time Homebuyer and rehabilitation participants.

P-9.

Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:

a. The activity name and number as shown in IDIS;
b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
c. The amount returned to line-of-credit or program account; and
d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

At this time, no adjustments have been identified or required to be made for either CDBG for the City of Turlock or the HOME Consortium.

P-10.

Loans and other receivables

a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

The City has not acquired any properties in the current year using CDBG funds. All properties acquired, rehabilitated and sold during the year were purchased using NSP-1 funds.

P-11.

Lump sum agreements
a. Provide the name of the financial institution.
b. Provide the date the funds were deposited.
c. Provide the date the use of funds commenced.
d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

None made this program year.

P-12.

Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
a. Identify the type of program and number of projects/units completed for each program.
b. Provide the total CDBG funds involved in the program.
c. Detail other public and private funds involved in the project.

The goal set in the Annual Action Plan was to rehabilitate a total of six units and the program assisted in the rehabilitation of eleven units with five completed in fiscal year 2012-2013. Of the completed projects; four families received a combination of a deferred payment/amortized and forgivable loans, one received a forgivable loan. For the remaining six units; one received a deferred loan while the remaining five units are fully amortized loans. It is anticipated that these units will be completed no later than mid-October 2013.

P-13.

Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are

required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Neither the City of Turlock, nor the Turlock/ Stanislaus County HOME Consortium have a Federally-designated neighborhood revitalization strategy area. However, Stanislaus County has two Neighborhood Revitalization Strategy Areas (NRSA). They are located in the Airport and Parklawn Neighborhood and are included in Stanislaus County's consolidated annual Performance Evaluation Report (CAPER).

Q. Antipoverty Strategy

Q-1.

Describe actions taken during the last year to reduce the number of persons living below the poverty level.

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County has continued its partnership with the Stanislaus Housing and Support Services collaborative in support of activities such as "point in time counts" as well as assists with application of Super NOFA funding opportunities to offset the outstanding need for homeless shelter and services within the community. As well as, provide a portion of CDBG funding to various nonprofits that have a proven track record of assisting the homeless on their path towards toward work and full time housing.

R. Non-Homeless Special Needs

Non-homeless Special Needs

R-1.

Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

In efforts to address "worst-case" housing needs and housing needs of persons with disabilities, the City of Turlock working with the Stanislaus Urban County partners along with organizations such as the HACS and Disability Resource Agency for Independent Living (DRAIL). Project Sentinel, the City of Turlock and Stanislaus County's Fair Housing service provider, and DRAIL, a non-profit who assist individuals with disabilities in obtaining needed assistive technology and housing accessibility, work closely with one another through client referral to ensure individuals with disabilities are not suffering from discrimination related to housing.

In addition, Catholic Charities Senior Assisted Transportation program and the Howard Training Center's Senior Meals program provide food delivery services and transportation services to home bound seniors and persons with disabilities who would otherwise be unable to access services. Throughout the Fiscal Year 2012-2013, 1,849 individuals with disabilities received food assistance, shelter, housing or case management services through agencies that received CDBG Public Services or ESG funds from Stanislaus County. CDBG Public services grants did provide such benefits to special needs clientele such as emergency food

boxes and Senior Meals program. Other efforts toward this goal will be addressed in subsequent program years.

S. Specific HOPWA Objectives

The City of Turlock does not receive HOPWA funds.

T. Other Narrative

None at this time.

U. Exhibits

Exhibit 1 – Comment Period Proof of Publication & Summary of Public Comments
Exhibit 2 – Summary Accomplishments to Meet 5-Year Goals
Exhibit 3 – Map of Turlock/Stanislaus County HOME Consortium
Exhibit 4 – City of Turlock Census Tract Map
Exhibit 5 – City of Turlock Census Tract Low/Mod income percentages
Exhibit 6 – City of Turlock Census 2000 Demographic Information
Exhibit 7 – HOME Match Report (HUD 40107-A)
Exhibit 8 – IDIS Report PR01 HUD Grants and Program Income
Exhibit 9 – IDIS Report PR03 CDBG Activity Summary Report
Exhibit 10 – IDIS Report PR08 Grantee Summary Activity Report
Exhibit 11 – IDIS Report PR26 CDBG Financial Summary (replaced HUD-4949 form)

Exhibit 1

Comment Period Proof of Publication (English)
& Summary of Public Comments

Ad Run in the Modesto Bee on September 11, 2013

A8 The Modesto Bee / www.modbee.com | Wednesday, September 11, 2013

WORLD

Four guilty in rape case that stunned India

By ELLEN BARRY
The New York Times

NEW DELHI – Four men were convicted of all charges Tuesday in the rape and murder of a 23-year-old woman who was attacked when she boarded a bus in New Delhi last December, bringing a bitter close to a case that tore [illegible] drumbeat of fresh reports offers little hope that this society has confronted the problem, and foreign women have become increasingly wary of traveling to India.

After the verdict, a group of protesters stood outside, five of them men wearing black hoods, with heavy noises [illegible] courts for sex crimes. It has moved slower than many hoped, unfolding under unprecedented scrutiny.

One defendant, Ram Singh, who was driving the bus at times during the assault, hanged himself with his bedsheet in his Delhi prison cell this year as his [illegible] tenced last month to three years in a juvenile detention center – the heaviest sentence possible in India's juvenile justice system.

The defense for the men has been patchy. Three of the men said they were never on the bus, and Singh said he was driving and unaware of [illegible]

From The New York Times

209-466-9724
www.mozzarus.com UC #310414

Notice of Public
Hearing and CAPER
Comment Period for Program Year 2012/2013

The City of Turlock has prepared their 2012-2013 Consolidated Annual Performance Evaluation Report (CAPER) as required by federal regulations. The report details project accomplishments as well as expenditures throughout the period of July 1, 2012 through June 30, 2013 for the Community Development Block Grant (CDBG) Program for the City of Turlock and the HOME Investment Partnerships (HOME) Program for the City of Turlock/Stanislaus County HOME Consortium. The purpose of the report is to measure to what extent the jurisdiction is meeting priority needs, goals and strategies as outlined in the 2010-2015 Consolidated Plan.

A 15-day public comment period on the report begins on September 11, 2013 and runs through 5:00 p.m., September 26, 2013. Public hearing on September 24, 2013 will be held to receive comments on the CAPER. Public Hearing will be held at the following location:

September 24, 2013 at 4:00 p.m.
City of Turlock City Hall – El Capitan Conference room, upstairs
156 South Broadway, Turlock, CA 95380

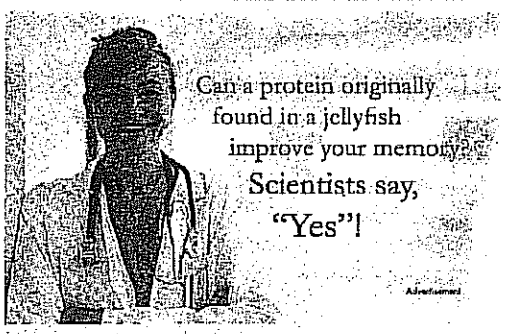
The meeting will be conducted in English, however an interpreter will be provided with a 48-hour advance notice. The meeting room is accessible to persons with mobility impairments. Please notify Housing Program Services Division at least 7 days before a hearing if special equipment or interpreting service is needed. If you have a disability or are hearing impaired and need assistance, please make arrangements in advance by calling (209) 668-5610 or TDD 1-800-735-2929.

Comments on the CAPER may be directed to and or for additional information about the CAPER or the City of Turlock's First Time Home Buyers Loan program or Rehabilitation Loan program please contact us or visit our website:

Maryn Pitt, Housing Program Services Manager
City of Turlock - Housing Program Services Division
156 South Broadway, Suite 250, Turlock, CA 95380
Phone: (209) 668-5610 or TDD 1-800-735-2929 Fax (209) 668-5120
Website: www.cityofturlock.org or by E-mail to Maryn Pitt at mpitt@turlock.ca.us

Copies of the CAPER will be available for review starting on September 11, 2013 at the following Turlock location: Housing Program Services Division Office - 156 S. Broadway, Suite 250 Turlock, CA

And available on the city website at www.cityofturlock.org under Housing Division.


Can a protein originally found in a jellyfish improve your memory?
Scientists say, "Yes"!
Advertisement

Can a simple protein hold the key to improving your memory?

Researchers have discovered a protein that actually supports healthy brain function.*

Robert Pastore, Ph.D., a member of the New York Academy of Sciences explains, "As you age, you lose about 30,000 brain cells a day and that impacts every aspect of your life... how you think and how you feel."

Fortunately, scientists made a significant breakthrough by developing a scientific process to produce a protein called "apoaequorin" that can support healthier brain function, sharper mind and clearer thinking.*

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Apoaequorin is in the same family of proteins as those found in humans, but it was originally discovered in one of nature's simplest organisms — the jellyfish.

Now produced in a scientific process, researchers formulated this vital protein into a product called Prevagen®. Prevagen is clinically shown to help with mild memory problems associated with aging.*

Supports healthy brain function*

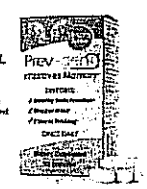
According to Dr. Pastore, "These proteins are vital and found naturally throughout the body. As we age we start to lose some of these proteins. When this happens you may start to experience mild memory difficulties.

Clinically tested

Just how well does Prevagen work? In a computer assessed, double-blinded, placebo controlled study, Prevagen improved memory for most subjects within 90 days.*

Try Prevagen® for yourself and feel the difference.

Available at:
Walgreens
CVS pharmacy



Call toll-free 855-627-0059 to learn more.

*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

Exhibit 1

Comment Period Proof of Publication (Spanish)
& Summary of Public Comments

Ad Run in the Vida on September 18, 2013

AVISO DE JUNTA PÚBLICA Y CAPER
COMENTARIOS PARA EL PROGRAMA 2011/12

La Ciudad de Turlock está preparando el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2012. El reporte identifica los cumplimientos y gastos de los fondos durante el año Fiscal 2011-2012, sobre el programa de becas de Bloque de Desarrollo de Comunidad (CDBG) para la ciudad de Turlock y el programa de HOME para la ciudad de Turlock/ Consorcio de Stanislaus HOME . El plan de Consolidación Anual identifica como la Ciudad y el Consorcio planea usar los fondos Federales durante el próximo año y satisfacer las metas y objetivos aprobadas por el Concilio de la Ciudad en el Plan de Consolidación 2010-2015.

El Plan será disponible por 15 días para la revisión del público y los comentarios comenzarán el 16 de Agosto, 2012 y terminan el 30 de Agosto, 2012. Junta públicas para comentarios del público se llevarán a cabo el:

22 de Agosto a las 5:00 p.m.
Edificio de Ciudad/Condado- Tenth Street Place
1010 Tenth St. – Sótano de entrenamiento, Modesto
CA 94354

23 de Agosto a las 5:00 p.m.
Ciudad de Turlock- Council Chambers
156 S. Broadway, Turlock, CA 95380

La junta será conducida en inglés, pero si se necesita un intérprete le será disponible si nos notifica 48 horas por adelantado. Acomodaciones especiales pueden ser proporcionadas para personas con incapacidades por favor de avisar a la División de Servicios del Programa de Viviendas por lo menos 7 días antes de las juntas al (209) 668-5610, TDD 1-800-735-2929.

Para Información adicional sobre el CAPER, sobre nuestro Programas para Compradores De Viviendas de por Primera Vez, de Préstamos para Rehabilitación, favor de comunicarse con nosotros o visite nuestro sitio del Internet.

Maryn Pitt, Housing Program Services Manager
Ciudad de Turlock-División de Servicios del Programa de Viviendas
156 S. Broadway Suite 250, Turlock, CA 95380
(209) 668-5610 o TDD 1-800-735-2929 Fax (209) 668-5120
Sitio de Internet: www.cityofturlock.org o Correo Electronico mpitt@turlock.ca.us

Copias del CAPER serán disponibles para su revisión comenzando el 16 de Agosto, 2012 en las oficinas de:

División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 250, Turlock, CA
Departamento de Policía de la Ciudad de Turlock - 900 N. Palm Ave., Turlock, CA
Biblioteca de Turlock - 550 Minaret Avenue., Turlock, CA

Exhibit 1

Comment Period Proof of Publication
& Summary of Public Comments

Summary of Public Comments for 2012-2013 CAPER

Public Hearing September 24, 2013 at 4:00 p.m.: 156 South Broadway, Turlock, CA 95380

(Pending) (No/Yes) comments were received at the meeting.

Other comments received by September 26, 2013 deadline:

(Pending) (No/Yes) comments were received during the comment period ending September 26, 2013.

Exhibit 2

Summary of Accomplishments to Meet 5-Year Goals

City of Turlock and HOME Consortium
Table of Accomplishments and Five-Year Goals

Fiscal Year 2012-2013

Program	2010-11	2011-12	2012-13	2013-14	2014-15	Cumulative Total	Five-year Goal
City of Turlock							
Housing Rehabilitation Units	8	4	5			17	16
Temporary Relocation (household served)	5	1	3			9	2
Rental Housing Units	0	0	x			0	4
First Time Home Buyer Program (includes all funding sources)	31	13	9			53	42
Public Improvement Projects Curb/Gutter/sidewalk homes assisted	0	1 project	0			1	5
Fair Housing (people served)	120	250	204			574	600
Public Service Programs (Organizations assisted)	7	5	6			18	35
Homeless Prevention (persons)	190 households		x				400
Support an employment training program.	14	0	0			14	25
Homeless Shelter	0	0	0			0	1
Self Help projects	0	0	0			0	4
HOME Consortium							
First Time Home Buyer Program	17	8 Members 9 Turlock	X Members 9 Turlock			34	50
Residential Rehabilitation	6	5	x			10	30
Multi-family rental development/ rehab	6 Ceres	18 Ceres 10 Oakdale	x			34	30

Exhibit 3

Turlock/Stanislaus County Map

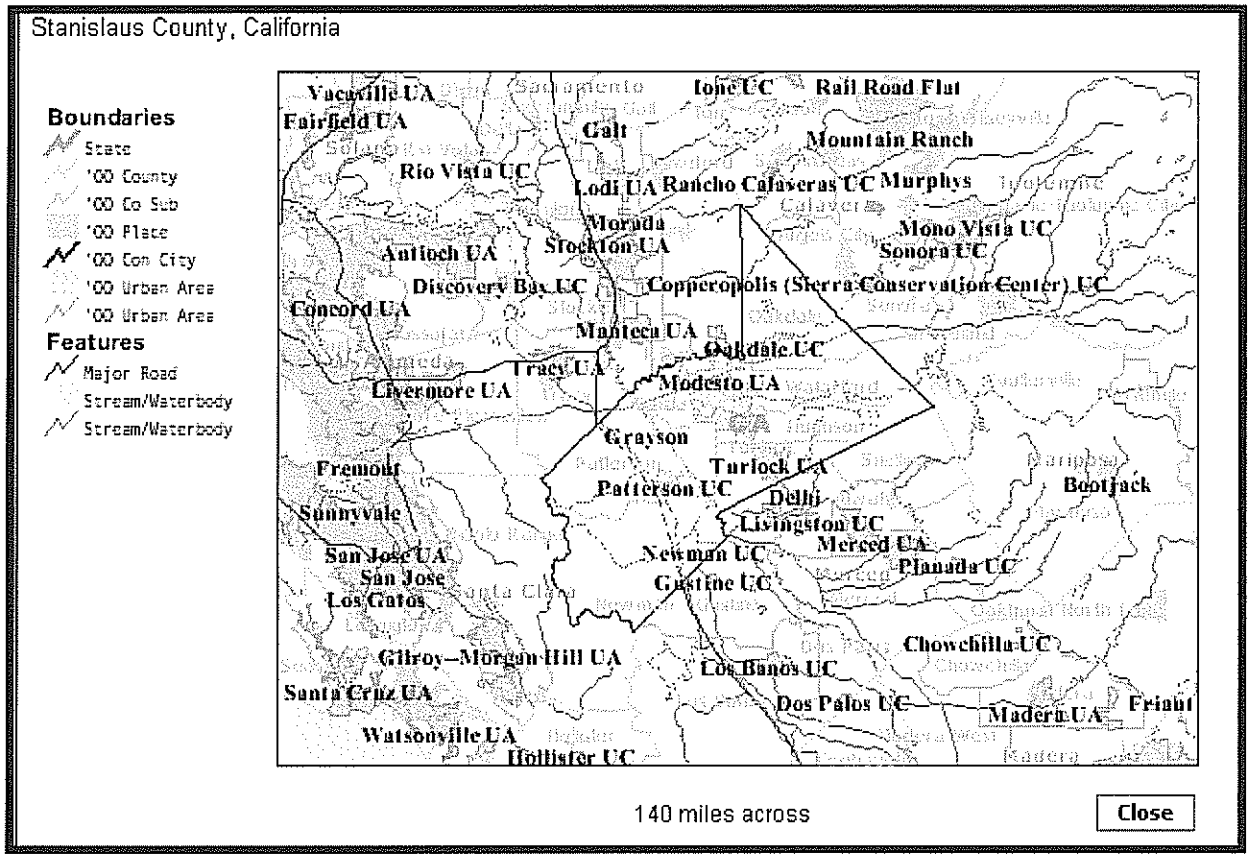
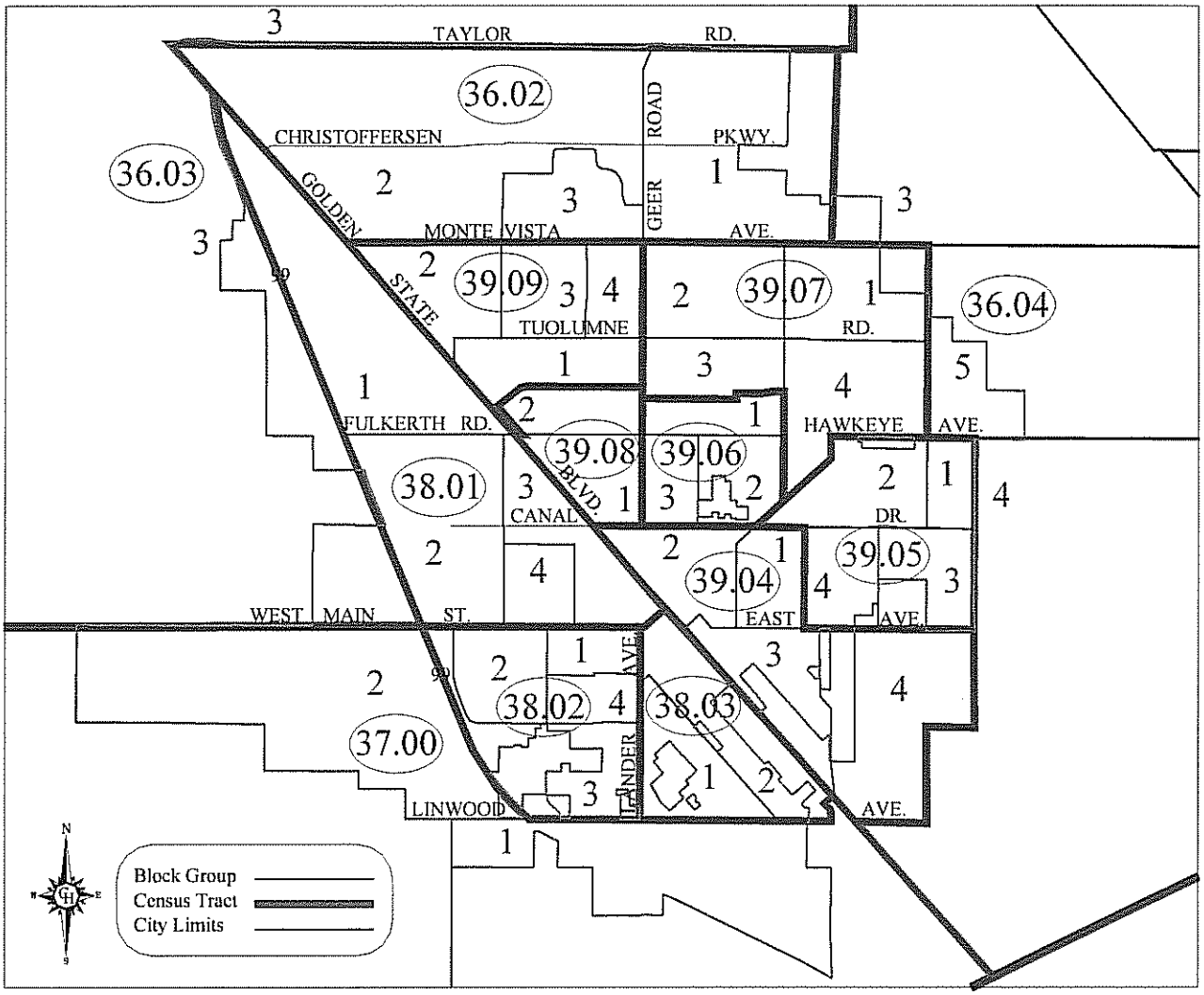


Exhibit 4

City of Turlock

Census Tract Map



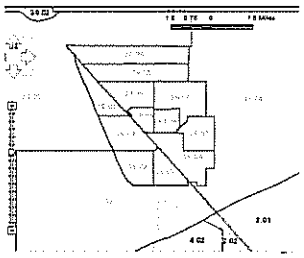


Exhibit 5

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

Tract	Block Group	Low/Mod Percentage
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

Tract	Block Group	Low/Mod Percentage
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

Exhibit 6

City of Turlock
Census 2000 Demographic Information
From the Census website: http://census.gov

General Characteristics	Turlock		United States
	Number	Percent	
Total Population	55,810	100	100.0 %
Male	26,870	48.1	49.1 %
Female	28,940	51.9	50.9 %
Median Age (years)	30.9	(X)	35.3 %
One race	52,822	94.6	97.6 %
White	40,370	72.3	75.1 %
Black or African American	798	1.4	12.3 %
American Indian and Alaska Native	523	0.9	0.9 %
Asian	2,518	4.5	3.6 %
Native Hawaiian and Other Pacific Islander	153	0.3	0.1 %
Some other race	8,460	15.2	5.5 %
Two or more races	2,988	5.4	2.4 %
Hispanic or Latino (of any race)	16,422	29.4	12.5 %
Average household size	2.92	(X)	2.59%
Average Family size	3.42	(X)	3.14%
Total housing units	19,095	100.0	100.0 %
Occupied housing units	18,408	96.4	91.0 %
Owner-occupied housing units	10,275	55.8	66.2 %
Renter-occupied housing units	8,133	44.2	33.8 %
Vacant housing units	687	3.6	9.0 %
Population 5 years and over	50,623	(X)	(X)
With a disability	10,345	20.4	(X)
Disability status of the population 21 to 64 years = 29,484	6,263	21.2	19.2 %
Female head of household, no husband present	2,409	(X)	(X)
Median household income (dollars)	39,050	(X)	41,994
Median family income (dollars)	44,501	(X)	50,046

Information provided by the US Census Bureau website : http://census.gov and http://factfinder.census.gov

Exhibit 7

HOME Match Report
HUD form 40107A

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
Federal Fiscal Year (yyyy) 2011/2012

Part I Participant Identification

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	3. Name of Contact (person completing this report)
	City of Turlock	Maryn Pitt, Housing Program Services Manager
5. Street Address of the Participating Jurisdiction		4. Contact's Phone Number (include area code)
156 South Broadway, Suite 250		209-668-5610

6. City	7. State	8. Zip Code
Turlock	CA	95380

Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	$ 5,210,019.13	
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ 15,000.00 (up to 6/30/11)	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 5,225,019.13
4. Match liability for current Federal fiscal year		$ 47,217.95
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ 5,177,801.18

Part III Match Contribution for the Federal Fiscal Year

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match
604	4/20/12	15,000.00						15,000.00

form HUD-40107-A (12/94)

Exhibit 8

HUD Grants and Program Income
IDIS PR01 Report

Cover Page for Exhibit

Exhibit 9

CDBG Activity Summary Report
IDIS PR03 Report

Cover Page for Exhibit

Exhibit 10

Grantee Summary Activity Report
IDIS PR08 Report

Cover Page for Exhibit

Exhibit 11

CDBG Financial Summary Report

IDIS PR26 Report Equivalent

CDBG Grant B12MC-06-0039 for FY 2012-2013

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (Balance from prior program years)			$ 1,121,246
2. Entitlement Grant from form HUD 7082			$ 483,385
3. Surplus Urban Renewal Funds			$ -0-
4. Section 108 Guaranteed Loan Funds (Principal Amount)			$ -0-
5. Program income received by:	Grantee (Column A)	Subrecipient (Column B)	
a. Revolving Funds	$ 48,623	$	
b. Other (Identify below. If more space is needed use an attachment			
	$	$	
	$	$	
c. Total Program Income (Sum of columns a and b)			$ 48,623
6. Prior Period Adjustments (if column is a negative amount, enclose in brackets)			$ -0-
7. Total CDBG Funds available for use during this reporting period (sum of lines 1 through 6)			$ 1,842,692

Part II: Summary of CDBG Expenditures		
8. Total expenditures reported on Activity Summary, forms HUD-4949.2 & 4949.2A		$ 920,792
9. Total expended for Planning & Administration, form HUD-4949.2	$ 134,565	
10. Amount subject to Low/Mod Benefit Calculation (line 8 minus line 9)	$ 786,227	
11. CDBG funds used for Section 108 principal & interest payments		$ -0-
12. Total expenditures (line 8 plus line 11)		$ 920,792
13. Unexpended balance (line 7 minus line 12)		$ 921,900

Part III: Low/Mod Benefit This Reporting Period	
14. Total Low/Mod credit for multi-unit housing expenditures from form HUD 4949.2A	$ -0-
15. Total from all other activities qualifying as low/mod expenditures from forms HUD-4949.2 and 4949.2A	$ 786,227
16. Total (line 14 plus line 15)	$ 786,227
17. Percent benefit to low/mod persons (line 16 divided by line 10 this reporting period)	100%

Part IV: Low/Mod Benefit for Multi-Year Certifications (Complete only if certification period includes prior years)	
Program years (PY) covered in certification PY _____	
18. Cumulative net expenditures subject to program benefit calculation	$ -0-
19. Cumulative expenditures benefiting low/mod persons	$ -0-
20. Percent benefit to low/mod persons (line 19 divided by line 18)	%

Part V: For Public Service (PS) Activities Only: Public Service Cap Calculation	
21. Total PS expenditures from column h, form HUD-4949.2A	$ 60,000
22. Total PS unliquidated obligations from column r, form HUD4949.2A	$ -0-
23. Sum of line 21 and 22	$ 60,000
24. Total PS unliquidated obligations reported at the end of the previous reporting period	$ -0-
25. Net obligations for public services (line 23 minus line 24)	$ 60,000
26. Amount of Program Income received in the preceding program year	$ 3,922
27. Entitlement grant Amount (from lien 2)	$ 672,823
28. Sum of line 26 and 27	$ 676,745
29. Percent funds obligated for Public Service Activities (line 25 divided by line 28)	13%

Part VI: Planning and Program Administration Cap Calculation	
30. Amount subject to planning and administrative cap (grant amount from line 2 plus line 5c)	$ 721,446
31. Amount expended for Planning & Administration (from line 9 above)	$ 134,565
32. Percent funds expended (line 31 divided by line 30)	18%

Council Synopsis

September 24, 2013

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the audit committee's recommendation to contract with Maze & Associates for professional audit services for Fiscal Year ending June 30, 2013 in an amount not to exceed $68,860 for the first year, with the option to extend the contract for four (4) additional one (1) year terms;

Resolution: Appropriating $6,360 to account number 110-10-106.43055_002 "Consultant Audit" to be funded by transfers from City Funds benefitting from the audit services

2. DISCUSSION OF ISSUE:

The City's previous auditor – Marcum LLP – informed the City that is was discontinuing its governmental audit services in northern California. Therefore Staff circulated an RFP for professional external audit services. Eight public accounting firms submitted proposals outlining their technical qualifications. After reviewing and ranking each proposal, Staff selected the top three to interview. The City Manager, both Senior Accountants and the Accountant conducted the interviews. Based on the results of the interviews and review of the technical qualifications, Staff is recommending Maze & Associates be awarded the contract to perform the audit services required for the 2012-13 fiscal year with the option to extend the contract on an annual basis for four (4) additional one (1) year terms.

The proposed services will include assisting City staff with the preparation of the following financial statements and reports:

- ✓ Basic Financial Statements for the City of Turlock,
- ✓ Component Unit Financial Statements for the Turlock Public Financing Authority,
- ✓ Single Audit Report for the City of Turlock,
- ✓ Financial Statements for the City of Turlock Transportation Development Act (TDA);
- ✓ Abandoned Vehicle Abatement Program reporting; and
- ✓ GANN (Appropriating Limit) Reporting.

In addition, services will include preparation of required communications between the auditors and the City Council. If called for based on the results of its audit procedures, they will also prepare a management letter which provides suggestions for improvement of the City's overall accounting and internal control processes.

3. BASIS FOR RECOMMENDATION:

The City is required to undergo an annual audit conducted by an independent accounting firm. Review criteria that Staff used to evaluate the eight firms proposing to provide these services included (1) their knowledge of municipal accounting and auditing as demonstrated through the length and breadth of their client base, (2) their commitment to government auditing and accounting as demonstrated through continuing education and participation in various industry professional associations, and (3) how well they communicated their audit approach to Staff both through the written technical proposal and oral interview.

Staff is requesting approval of a multiple year agreement for two reasons. First, there is a significant impact to Staff each time the external auditors are changed. The new auditors need to come up to speed regarding the City's operations and programs and this requires Staff to gather many documents and have many discussions with the auditors regarding our procedures and processes. Subsequent years gain efficiencies because much of this information gathering is a one-time occurrence and only changes in future years if procedures/processes change. Second, as the audit firm becomes more familiar with the City's operations they are more able to offer constructive suggestions for improving our processes to help Staff become more efficient and effective.

If there is a desire to have "fresh eyes" conducting our annual audit, the selected audit firm has sufficient experienced staff that they are able to rotate new staff on to our job. This approach provides the "fresh eyes" while maintaining the efficiencies gained through experience with the same firm.

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the 2013-14 budget was prepared, Staff was aware that we would be going to RFP for a new audit firm, but did not know the financial impact of that process. Therefore, we estimated the cost to be at the same level as 2012-13. The following table outlines the impact of the proposed contract to the City's General and Non-General funds.

	Account Number	New Contract Cost	Current 2013-14 Budget	Proposed Budget Adjustments
Contract Total	110-10-106.43055_002	$68,860	$62,500	$6,360
Funded assisted by:				
LTF (fund 216)	216-40-421.48001_077	$3,800	$550	$3,250
CDGB (fund 255)	255-41-485.48001_077	11,425	9,550	1,875
Building (fund 405)	405-40-405.48001_077	2,325	2,125	200
Sewer (fund 410)	410-51-530.48001_077	12,850	12,000	850
Water (fund 420)	420-52-550.48001_077	12,400	11,250	1,150
Dial-A-Ride (fund 425)	425-40-415.48001_077	3,000	1,250	1,750
BLAST (fund 426)	426-40-415.48001_077	3,500	2,250	1,250
Engineering (fund 502)	502-40-410.48001_077	2,325	2,125	200
Successor Agency (fund 621)	621-10-198.48001_077	1,075	0	1,075
CFD #1 (fund 705)	705-10-170.48001_077	0	125	(125)
General Fund - police	110-20-200.48001_077	0	345	(345)
		52,700	41,570	11,130
General Fund portion		16,160	20,930	(4,770)
Total Contract		$68,860	$62,500	$6,360

The costs associated with the various components of the audit are allocated to the various funds which benefit from the audit and/or have the actives which require a specific audit report. The cost for 2012-13 assumes the need to test 4 major programs as part of the Single Audit work. The net effect of the new contract on the General Fund is a decrease in net expenditures of $4,770.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

None recommended

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MAZE & ASSOCIATES ACCOUNTANCY CORPORATION
for
Auditing Services for 2012-13

CITY PROJECT NO. 13-070

THIS AGREEMENT is made this 24th day of September 24, 2013 by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MAZE & ASSOCIATES ACCOUNTANCY CORPORATION**, a corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for specialized accounting and auditing; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed seventy thousand six hundred ninety and no/100^{ths} Dollars ($68,860.00). 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 from the date of execution until June 30, 2014 or until the work for the 2012-13 fiscal year is completed (whichever is later) 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 and 20 37), 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds 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 and CG 20 37 or their 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 amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

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: **Maze & Associates Accountancy Corporation**
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523
PHONE: 925-930-0902
FAX: 925-930-0135

for CITY: **CITY OF TURLOCK**
ATTN: Marie Lorenzi
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 four (4) additional one-year terms, on the terms and conditions outlined in the technical and cost proposals dated August 26, 2013, 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 each one-year extension is outlined in the cost proposal dated August 26, 2013. The City's ability to extend the contract for each additional year is contingent upon the appropriation of funding in the City's fiscal year budget(s).

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 FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

PROPOSAL
To Provide
Professional Auditing Services
For The

CITY OF TURLOCK

Submitted By
MAZE & ASSOCIATES ACCOUNTANCY CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS
3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA 94523
(925) 930-0902 - (925)-930-0135

August 26, 2013

Contact Persons	
Amy L. Meyer, CPA **Vice President** (925)-930-0902, Ext. 271 amym@mazeassociates.com	**Katherine Yuen, CPA** **Vice President** (925)-930-0902, Ext. 248 katheriney@mazeassociates.com

EXHIBIT A

CITY OF TURLOCK
AUDIT PROPOSAL

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MAZE & ASSOCIATES

August 26, 2013

Marie Lorenzi, Senior Accountant
City of Turlock
156 South Broadway, Suite 110
Turlock, CA 95380

Dear Marie:

We appreciate this opportunity to submit our proposal to provide external audit services for the City of Turlock. We agree to audit the basic financial statements of the City as well as assist with the preparation of the Basic Financial Report. We will also perform additional services as specified in the City's Request for Proposal, within the time periods established by the City.

We are quite certain we are the most qualified firm to be your independent accountants. Maze & Associates began operating a quarter of a century ago, and since that time, we have rigorously employed our philosophy that "We are in Business to Help our Clients Succeed"! Our clients know from experience we employ a variety of techniques, technologies and strategies to maximize effective and efficient audits without shifting our work onto our clients staff. We have summarized our reasons below and explained them in depth in our proposal.

- **We are the best-known regional municipal audit firm in Northern California.** Over our twenty-seven year history, we have achieved national recognition with the consistent high quality of our work and with our leadership on issues such as bankruptcy trends and implications, Redevelopment Agency dissolution, GASB Statement 45, GASB Statement 34, Y2K, and municipal investment losses.

- **Municipal auditing is our main business.** We believe we have the necessary qualifications and are your best choice.
    - We annually audit over 200 municipalities including special districts, joint powers authorities, successor agencies, housing authorities and financing authorities.
    - We currently have forty-six City clients ranging in size from small towns to large complex cities, **including eight with populations in excess of 100,000.**
    - **We have experience auditing several dozen large enterprise operations**, some operated as departments or funds of our City clients and others operated as stand-alone independent special districts and authorities.
    - **We conduct three dozen Single Audits annually.**
    - **Our firm does not make the newspapers very often, but when it does, it's for doing our job.**

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

T 925.930.0902
F 925.930.0135
E maze@mazeassociates.com
W **mazeassociates.com**

- We currently prepare the annual required filings for the State Controllers Office, including the **Annual Report of Financial Transactions** and **Street Report**, for many of our municipal clients.

- Our **Partners are actively involved in planning, conducting and completing the audit in our client's offices** and our Partners are available when you need them. We resolve issues on the spot while the audit is being performed.

- When our Partners communicate with you, the Council and Committees, their knowledge is based on detailed specifics, not information which has been filtered through several layers of review.

- **We have a long term track record of client retention beyond our client's original contract terms because of the quality of our service. Please pay special attention to the client start dates on page 7.**

- **Our audit staff average more than 80 hours of training in municipal auditing and accounting and 1,500 hours of municipal audit experience each year.** This means you do not train our staff!

- With our qualified information security staff we have developed and employ a number of technologies to streamline our audit process, ensure open channels of communication and data transfer while securing the confidentiality of client data. These technologies include LANs, a VPN, "Leapfile" data file transfers, "Quarantine" email protection software, paperless audit workpapers, and a major upgrade of our "direct downloads" technique eliminating manual financial statement inputs and maximizing easy to use financial rollup reports.

- **Up to half our total audit time is spent at interim each year**, ensuring a smooth year-end audit. Our interim audit includes much of the work other firms postpone to year-end; we even begin the preparation of the financial statements.

- We have never been sued over deficient work, although we are proud to say we were sued for doing our work too well! See Firm Qualifications and Experience - Litigation for details.

- Our references - indeed, any of our clients, will confirm we are your best choice.

As with all our audits, we are committed to continuing to provide timely, quality audit services to the City of Turlock. We have no doubt that we are the firm best qualified to perform the services described in the request for proposal. After you have analyzed our proposal and - most important - talked with our references, we are quite confident you will agree. The proposal is a firm and irrevocable offer for a period of sixty days from the date of this proposal.

Amy Meyer, Vice President, and Katherine Yuen, Vice President are authorized to represent, sign for and contractually obligate Maze & Associates, a Professional Corporation, located at 3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA, 94523, (925) 930-0902.

We look forward to the opportunity to once again work with the City!

Yours very truly,

John Rodriguez

JR:smg

LICENSE TO PRACTICE IN CALIFORNIA

Maze & Associates is a properly licensed California Certified Public Accounting firm. We are members of the Government Finance Officers Association (GFOA) and the California Society of Municipal Finance Officers (CSMFO) as well as the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

All assigned key professional staff are properly licensed to practice in California. Those staff that are certified public accountants have current California CPA licenses in the attest function, and have **received more than twice the required level of continuing education**, including the credits specifically required in the area of governmental audits.

Neither our firm nor any of our employees have a record of substandard or unsatisfactory performance, nor have any claims ever been filed with any State Board of Accountancy against our firm or any of our employees.

INDEPENDENCE

As independent auditors, **our most valuable asset is our independence.** Unlike many firms, we have never allowed our independent audit function to be used to promote consulting or other work. In fact, consulting and related work have never amounted to more than a few percent of our total revenues, while our independent audit work has amounted to over eighty percent of our revenues.

Our firm and all our partners and employees are independent of the City of Turlock and its component units as that term is defined by the General Accountability Office's Government Auditing Standards, the American Institute of Certified Public Accountants, the California Society of Certified Public Accountants and the California State Board of Accountancy. We have no present or past professional relationships with the City or any of its Council members or employees that would compromise our independence.

We will discuss in advance with the City any professional relationships being contemplated during the period of engagement that may present a potential conflict of interest. If the City and we believe any such relationship presents a conflict of interest, we will not enter into it.

BUSINESS LICENSE

We will obtain a business license from the City of Turlock when we have been awarded the contract for professional auditing services.

INSURANCE

Maze & Associates maintains professional, general liability, worker's compensation and automobile insurance at limits which minimally will meet those required by the City of Turlock. All insurance will remain in effect through our entire term as the City of Turlock's auditors.

FIRM QUALIFICATIONS AND EXPERIENCE

Overview

We are a professional services corporation located in Pleasant Hill, California. We presently have a total of forty-eight people, including nine shareholders, two Directors, five Managers, nine Supervisors, seven Senior Associates, ten Associates and six Office Staff. Fifteen of our professional staff are California Certified Public Accountants and two additional staff are in the process of completing their applications for licensure. All of our professional staff comprise our governmental audit staff, as our firm's emphasis is on governmental auditing and accounting. Several of our professional staff have national accounting firm experience, which we have blended with the more personal approach of a smaller firm.

Most of our clients are cities or other municipal entities and we do this work twelve months of the year. We limit our practice in other areas and focus on being the best municipal audit firm in Northern California. Our clients include several cities similar to the City of Turlock in size. Our audit strategy is tailored to municipalities and is quite different from the traditional approach adapted from commercial clients by general practice accounting firms.

We have focused on municipalities since our inception in 1986. We are active in GFOA, CSMFO and CMTA, and our Partners have been speakers at many GFOA, CSMFO and CMTA functions.

We are in business to help our clients succeed. We help you use the ever-growing tangle of accounting rules properly, but to your best advantage, by helping you keep out of trouble and helping you do the right thing. We stay in touch throughout the year to keep you abreast of municipal accounting developments and to help you avoid problems, instead of coming in afterwards to assess the damage. We rotate our audit emphasis based on our planning meetings with you so areas that concern you can be addressed as a normal part of the audit at no extra cost.

National Recognition

We first achieved national recognition among accountants when **we identified problems with municipal investments in April of 1994, months before the same problem drove Orange County into bankruptcy**. While others dithered, we prepared our clients for the inevitable questions by alerting them immediately to the problem, working with GASB to address the accounting issues involved, and increasing our clients' financial statement disclosures so that the questions which came later were already answered in the financial statements. **We were pleasantly surprised to see that a key disclosure element of GASB 40 is investment maturity data. Some of our client's have included maturity data in their CAFRs since 1994, when we recommended it as a way of reporting liquidity to financial statement users.**

In early 1999, when most accounting firms were saying that Y2K uncertainties would affect their audit opinions, we took a different stance. We said full disclosure of the steps taken to prepare for Y2K was sufficient for us to issue an unqualified opinion. By this time our national reputation was such that GASB used our refusal to follow the majority as leverage in negotiating a compromise on the Y2K issue with the American Institute of CPAs.

In the years before the issuance of GASB 34, we developed a full-blown alternative to GASB's heavily criticized Dual Perspective proposal. **Our alternative received favorable written comment from over one hundred and twenty-five cities and prompted many of the major changes made by GASB before they issued GASB 34.** We received national recognition for this effort and one of our Partners was named to the GASB 34 Implementation Guide Task Force.

We have stayed active throughout the years in alerting our clients to potential issues by recognizing important trends and advising our clients of their impacts well before they become effective. **We noted years before GASB 45 became effective that advance funding other post employment benefits had significant long term savings potentials** and since 2007, we have emphasized to our clients the need to pay careful attention to the shift in the municipal debt markets from one based on insurance to one based on credit worthiness.

Our work quality and financial statement clarity have earned us a solid national reputation with underwriters, bond counsel, financial advisors and others involved with debt issuances. Our clients have been involved with a broad variety of debt issues and refundings over the years, and the quality of our work has never been an issue. Underwriters have praised our financial statements for being very clear and easy to understand.

Reputation

We believe quality and an emphasis on doing our job right is far more important than being cheaper than our competitors. Despite the economic pressures faced by municipalities and the need to save money, there are other, more serious concerns to be weighed. Those being perceived or actual audit failures in the municipal audit sector. The City of Bell news, especially the State Controller's Office Report on that City's audit firm is raising serious questions about municipal audit quality. Whether this is justified or not isn't really the issue. What is at issue is the perception of poor quality in municipal audits. We have received a number of inquiries and requests for proposal from that firm's clients who desire a change in auditors. A former client of ours, which rotated to them several years ago, called us and asked if we would propose on the City's work. That Council simply did not want to expend the energy to defend whether that firm is providing quality work.

We received calls from other municipalities with a different audit firm that released their fiscal 2009-10 audit reports late. The reason - the audit firm merged and re-merged in fiscal 2009-10 and the new firm placed a "quality control review" on municipal audits. The end result was that CAFR extensions were needed for 2009-10.

These trends indicate that it would unwise to reduce audit effort for any municipal audit. Our commitment to quality and preserving our firm's reputation remains our top priority and serves our clients best.

Clients tend to remain with us through their difficulties. Consider for a moment high risk audit environments, which are those entities undergoing financial stress, bankruptcy or fraud. For example, these clients are still clients today:

- Vallejo - Bankruptcy/Financial Stress (Ongoing)
- Richmond - Financial Stress (FYs 2002-05)
- Millbrae – Financial Stress (FYs 2002-05)

We think there are two other clients worthy of comment.

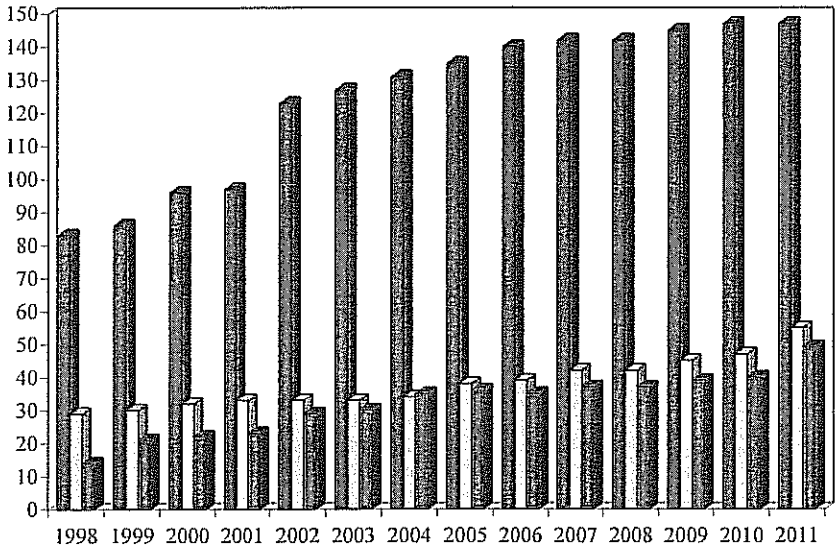
In early 2009, the City of Los Banos discovered fraud originally estimated at $400,000. This was the second case of cash receipts fraud at that City within five years. The Los Banos Council instructed staff to replace the then audit firm with a "credible auditor" - they hired us. After that City's forensic auditor completed their investigation, the actual fraud was revised to $1.7 million. Our audits revealed numerous material weaknesses in cash receipts and billing controls. It is clear to us that the weaknesses had been present for many years and that the weaknesses were obvious. That City no longer believes a cheap audit has value.

Lastly, we used to audit the City of Pacific Grove. In our first audit in fiscal 2003-04, we determined that their General Fund cash balances were not sufficient and included our comments in the year end management letter. Our firm made the local paper. The article was titled: "Auditor Warns P. G. Council!" **We are rarely in the news, but when we are, it is for doing our job.**

Our Municipal Focus

We have focused on municipalities since our inception in 1986. We are active in and our Partners have been speakers at GFOA, CSMFO, CMTA, and the CalCPA Education Foundation.

Our practice includes forty-six city clients and forty-one city and special district CAFR award winners—more municipal clients and more award winners than any other Northern California accounting firm or international firm branch office. Included in those totals are four award-winning Special District CAFRs. Eighty percent of our practice is municipal auditing, accounting and consulting, continuing throughout the entire year. Our growth can be seen in the graph below, which shows the growth in the number of our total municipal entity clients in blue, City audit clients in green and CAFR award winners in red.



Every one of the above CAFRs, won awards from GFOA and/or CSMFO.

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

City Clients

The table below summarizes our most recent experience with audits of cities. We are responsible for all phases of the work on these clients. **All of this work represents recurring annual audit and related work; all this work and that presented in the table was completed on or before the deadline from the first year listed for each client.**

City	Client Since	CAFR	RDA	Single Audit	TDA	Trans-portation Measure	Retire-ment Plans	Financing Corp.
Population > 100,000								
Concord	1992	✓	✓	✓	✓	✓	✓	✓
Daly City	1992	✓	✓	✓	✓	✓	✓	
Hayward	2011	✓	✓	✓	✓	✓		✓
Richmond	2005	✓	✓	✓		✓	✓	✓
Roseville	1998	✓	✓	✓			✓	✓
Santa Clara	2012	✓	✓	✓	✓			
Sunnyvale	2008	✓	✓	✓	✓			✓
Stockton	2011	✓	✓	✓				✓
Vallejo	2004	✓	✓	✓	✓	✓		
Population < 100,000								
Alameda	1990	✓	✓	✓	✓	✓	✓	
Atherton	2009			✓		✓		
Belmont	1998	✓	✓	✓		✓		
Benicia	2011	✓		✓	✓			
Brentwood	2007	✓	✓	✓	✓	✓		
Brisbane	2011	✓	✓					
Dublin	2012	✓		✓		✓		
East Palo Alto	2009	✓	✓	✓	✓		✓	
El Cerrito	2005	✓	✓	✓	✓		✓	✓
Fairfax	2009							
Galt	2009	✓	✓	✓				
Larkspur	1991			✓	✓			
Lathrop	2011	✓		✓				
Livermore	1988	✓	✓	✓	✓	✓		✓
Los Banos	2009		✓	✓	✓			
Manteca	1986	✓	✓	✓				✓
Martinez	2001	✓		✓	✓			
Millbrae	1998	✓	✓	✓	✓	✓		
Milpitas	1995	✓	✓	✓	✓			✓
Moraga	2012		✓	✓	✓			
Mt. View	2001	✓	✓	✓	✓			
Napa	2000	✓	✓	✓	✓	✓		
Oakley	2000	✓	✓	✓	✓			
Petaluma	2011	✓		✓	✓			
Piedmont	2007	✓				✓	✓	
Pittsburg	2011	✓	✓	✓	✓		✓	
Portola Valley	2005					✓		
Rancho Cordova	2009	✓	✓	✓				✓
San Leandro	2011	✓	✓	✓	✓	✓		
San Pablo	1995	✓	✓	✓	✓	✓	✓	
San Rafael	2007	✓	✓	✓				
Sausalito	2006	✓						
South Lake Tahoe	2003	✓	✓	✓	✓			
S. San Francisco	2004	✓	✓	✓	✓	✓		
Waterford	2004		✓	✓	✓			✓
W.Sacramento	2008	✓	✓	✓	✓			
Woodside	1997				✓			

Large Enterprise Operations

We have a variety of municipal clients (both city operated and separate enterprises) which operate large enterprises. Many of them also participate in or operate cost sharing arrangements such as separate JPAs, cost sharing contracts, or take-or-pay contracts associated with sophisticated jointly financed projects.

Our experience includes the following large enterprise operations:

Client	Gas\ Electric	Water/ Storm Drain	Waste-Water	Utility Cost Sharing
Alameda		✣		
Alameda Power and Telecom	✣			
ABAG	✣			
Belmont		✣	✣	
Benicia			✣	
Calaveras County Water District		✣		
Coastside County Water District		✣		
Concord			✣	
Contra Costa Solid Waste Authority			✣	
Contra Costa Water District		✣		✣
Daly City		✣	✣	
Davis		✣	✣	
Delta Diablo Sanitation District		✣	✣	
East Bay Municipal Utility District		✣		
El Dorado Irrigation District	✣	✣		
Hayward		✣	✣	✣
Livermore		✣	✣	✣
Livermore/Amador Valley Wastewater Authority		✣	✣	✣
Manteca		✣	✣	
Martinez		✣		
Milbrae		✣	✣	
Milpitas		✣	✣	✣
Modesto		✣	✣	✣
Mountain View			✣	✣
Napa		✣		
North Coast County Water District		✣		
Palo Alto	✣	✣	✣	✣
Pinole			✣	✣
Pittsburg	✣	✣	✣	
Rio Vista		✣	✣	
Roseville	✣	✣	✣	
Santa Clara	✣	✣	✣	
Santa Clara Valley Water District		✣		
Skyline County Water District		✣		
Solano Irrigation District		✣		
South Bay System Authority			✣	✣
South Placer Wastewater Authority		✣	✣	✣
South San Francisco			✣	✣
South San Juaquin Irragation District	✣	✣		✣
Tri-Valley Wastewater Authority			✣	✣
Union Sanitary District			✣	✣
Vallejo		✣		
Woodland		✣	✣	

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

As you can see from the client list on page 7, we have a winning combination that has resulted in **strong client loyalty and retention.** Several clients who left have returned after seeing the difference between our firm and our competitors. **Others have remained our clients after completing a full-blown proposal** process, most recently Brentwood and Belmont.

Grant and Compliance Audit Experience

Our pertinent Non-Transportation Single Audit Act experience is graphed below:

Client	Housing and Urban Develop-ment	Justice	Homeland Security	Agriculture	Defense	Commerce	Interior	National Endowment for the Arts & the Humanities	Energy/ Education/ Labor	Health & Human Services	Environ-mental Protection Agency
Alameda	■	■	■			■					
American Canyon											■
ABAG				■		■	■				■
Belmont	■	■									
Concord	■	■			■						
Daly City	■	■	■	■				■		■	■
Davis	■		■								■
EBMUD			■				■				■
East Palo Alto	■	■				■			■	■	■
El Cerrito		■	■								
EID											■
Food Bank	■		■	■							
Galt			■								
Livermore	■	■						■		■	■
Manteca	■	■	■								
Martinez	■	■									
Milpitas	■	■	■	■							
Mountain View	■	■	■						■		
Napa	■	■	■								
Palo Alto	■		■						■		■
Rancho Cordova	■	■	■								
Richmond	■	■	■			■			■	■	
Roseville	■	■	■		■						■
WETA			■								
San Pablo	■										
San Rafael	■		■								
SRVFPD			■								
So. Lake Tahoe	■	■		■			■				
So.San Francisco	■		■	■					■	■	■
Suisun City	■	■									
Sunnyvale	■	■	■		■			■	■		
Vallejo	■	■	■		■	■					■
Waterford	■										
West Sacramento	■	■	■	■							■

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Our pertinent Single Audit Act and Transportation grant experience is graphed below:

Client	US Department of Transportation			Local	State	Transportation Development Act		
	Airport Improvement Program	Highway Planning & Construction	Transit & Other	Measures A, B & C	SLPP/ SLTPP/ TSM	Transit/ Para-Transit	Bicycle Pedestrian Trail	NTD
AC Transit								♦
ACTIA		♦	♦	♦				
ACTA		♦	♦	♦				
Alameda		♦	♦	♦	♦	♦	♦	
American Canyon		♦	♦				♦	
ABAG		♦			♦			
Atherton				♦				
Belmont		♦	♦	♦			♦	
Brentwood		♦					♦	
CCTA		♦		♦				
Concord		♦	♦	♦	♦		♦	
Daly City	♦	♦	♦	♦	♦		♦	
Davis		♦	♦		♦			
East Palo Alto				♦				
El Cerrito		♦					♦	
Galt		♦						
Larkspur							♦	
Livermore	♦	♦	♦	♦	♦	♦	♦	
LAVTA			♦	♦		♦		
Los Banos				♦			♦	
Manteca		♦	♦					
Martinez		♦	♦	♦			♦	
Millbrae		♦		♦				
Milpitas		♦	♦		♦		♦	
Modesto	♦	♦	♦			♦	♦	
Mountain View		♦					♦	
Napa		♦	♦			♦	♦	
Oakley							♦	
Peninsula Corridor Joint Powers Board			♦	♦	♦	♦		
Palo Alto			♦				♦	
Portola Valley				♦				
Rancho Cordova		♦	♦					
Richmond		♦	♦	♦				
Roseville		♦	♦		♦			
San Carlos		♦			♦		♦	
San Mateo Transit District		♦	♦			♦		♦
San Mateo County Transportation Authority		♦	♦					
San Pablo		♦		♦			♦	
San Rafael		♦	♦				♦	
Solano Trans Authority		♦					♦	
South Lake Tahoe	♦					♦	♦	
South San Francisco		♦			♦		♦	
Suisun City		♦					♦	
Sunnyvale		♦	♦					
Vallejo		♦	♦	♦		♦		
Water Emergency Transportation Authority (WETA)			♦					♦
Waterford		♦				♦	♦	
West Sacramento		♦	♦			♦	♦	
Woodside				♦			♦	

Retirement Plan Experience

We have experience on a dozen different retirement plans ranging in complexity from deferred compensation plans to complex sole employer defined benefit plans. We are familiar with the retirement plan complex cash and investment portfolios and how they differ from the typical municipal treasury function, benefit payment calculations and actuarial study analyses. Our largest retirement plan experience as measured by total assets are:

- East Bay Municipal Utility District Retirement Plan - $1 Billion
- Contra Costa Water District Retirement Plan - $110 million
- City of Turlock Retirement Plan - $45 million

Some of our clients have requested we perform extra services for their retirement operations. For example, we performed a complete recalculation of all retiree benefit payments from retirement date through 2009 to address concerns one client had about the administrator's accuracy. On several occasions we have performed an analysis of proposed actuary studies to determine acceptability and adequacy of assumptions based on accounting standards.

Transportation Experience

We have experience on both an international airport, (e.g. San Francisco) and on regional client airports including Hayward, Livermore, South Lake Tahoe, Modesto, Rio Vista and Visalia. Our experience includes important segments such as, concessionaires and lessees, hangar rentals and construction, Federal Transit Assistance programs, fuel farms and assisting in the evaluation and ranking of Airport Operator proposals.

Our Transportation experience includes audits of airports, fixed-route transit, paratransit and ferry transit operations funded by State Transit Assistance, Federal Transit Assistance, County voter approved transportation grants and Transportation Development Act grants received under Articles 3.0, 4.0, 4.5 and 8.0. We have also audited Article 3.0 projects such as bike paths, wheelchair ramps and trails and Proposition 1B projects.

Long Term Debt Experience

Because of our depth of experience with municipalities we have experience with virtually every debt type and structure. We have experience auditing revenue bonds, certificates of participation, special assessment bonds, Marks-Roos bond pools, capital appreciation bonds, variable rate demand bonds, auction rate bonds, bond anticipation notes and bonds/swap agreements with synthetic fixed interest rates. Our experience with swaps by client including the total notional amount follows:

- Contra Costa Transportation Authority - $300 million (Forward Swap commitment)
- City of Richmond - $199 million, including a counter swap
- City of Pittsburg - $156 million
- City of Roseville - $115 million
- South Placer Wastewater Authority- $94 million
- City of Modesto - $62 million
- City of San Pablo - $36 million

Public Financing Authorities and Mello-Roos Experience

We have performed audits of Public Facilities Financing Authorities and Mello-Roos districts and designed financial statements that went beyond required disclosures to include Inception-to-Date information about capital projects. These disclosures can allow the reader to see and understand the entire scope and cost of capital projects, even though they may not remain on the Authority's books after completion.

We are familiar with public financing authorities and the accounting and auditing problems that can arise with their use. We have many clients that use financing authorities in issuing debt. We have considerable experience with the "blending" of financing authority funds with other City funds.

Assistive Resources

Our client support is unmatched by any other firm. As a San Francisco Bay Area municipal audit niche firm with five audit partners, we are positioned perfectly to provide staff and Council with a wide variety of resources. Support ranges from turn key financial statement drafts with linked footnotes and direct download- based financial statements to professional continuing education sessions. We are active in professional organizations affecting local government and have a strong presence in neighboring local governments which keeps our knowledge current that we readily share with our clients. And we do not charge extra for the five minute phone calls throughout the year.

Client Training and Professional Development

We can provide you with varying levels of training and professional development resources. We provide our semi-annual continuing education to our staff and have on occasion opened it up to our clients who wish to keep their licensees current. We have also developed and conducted training specifically for our clients. Training can be general theory in nature, semi–customized or fully customized training that fits your operations. Theory intensity can be at the beginning, intermediate and advanced levels. On occasion, we have provided our clients with shorter presentations of new pronouncements and other requirements. At the City of Richmond, for example, we developed and taught monthly training sessions on virtually every major finance area to its staff over a twelve month period. Much of their staff assumed new functions in the aftermath of serious staffing cuts several years ago and their Finance Director was seeking an economical method of enhancing their knowledge base and skill sets. At the City of Livermore, we provided customized training on capital assets to their finance staff and grants management training to several departments as a means of solving coordination weaknesses.

Books, Periodicals, News Letters, and Professional Standards

We provide our staff and our clients, if they wish, all of the resources they need to complete their work efficiently and effectively. Our resources include all AICPA Professional Standards, AICPA Audit and Accounting Guides, GASB statements, interpretations, implementation guides and concept statements, FASBs, ARBs, APBs, Generally Accepted Government Audit Standards (The "Yellow Book"), Single Audit Regulations and website links to OMB Circulars, the SF-Sac Data Collection Form and instructions, website links for CFDA numbers, the Code of Federal Regulations and publications of the Government Accountability Office. We also have GFOA documents such as CAFR Checklists, the Governmental Accounting, Auditing and Financial Reporting Guide (the "Blue Book"), the GAAFR Review, and ACWA and CRA newsletters. We maintain an up-to-date library of guidelines and other documents we use such as Redevelopment guidelines, cash and investment guidelines, and Transportation Development Act regulations and guidelines, Transportation Measures A, B and C guidelines and regulations. And, we attend conferences by CSMFO, CRA, ACWA, AIPCA and the CalCPA Education Foundation to keep ourselves current.

Support Services

We also provide a variety of other services which you may need, including:

- **Temporary Accounting Assistance** - When we are not limited by independence regulations, we have provided additional accounting help in areas such as:
  - Construction in Progress Accounting
  - Owner Participation Agreement/Disposition and Development Agreement Accounting
  - Forecasts and Projections
  - Grant Management
  - Capital Assets
  - General Ledger Journal Entries
  - Debt recording
  - Account analysis and clean up
- Preparation of **Controller's Reports and annual filings** - We can prepare any of the following whether you are an audit client or not:
  - State Controller's Reports for:
    - Cities
    - Special Districts, or
    - Transportation Planning Agencies
  - Annual Street Reports
  - Information Returns
- **Training and Continuing Education** – Generic or customized to fit your needs!
  - Governmental Accounting - Beginning, Intermediate and Advanced Levels
  - Grant Accounting and Management
  - Bank Reconciliations
  - Management and Accounting
  - Cash and Investments
  - Accounting for Receivables and Revenues
  - Accounts Payable and Purchasing
  - Capital Asset Accounting
  - Debt Accounting and Management
  - Information System Security and Microsoft training
- **Operational Segment Audits** such as:
  - Cash collection controls and procedures
  - Loans receivable management
  - Police evidence room
  - Cal-Card and Purchasing Card
- **Project Length Audits** such as Construction in Progress project audits and Joint Powers Authority member equity calculations.
- **Lease/Franchise/TOT/Independent Operator Agreement Audits** including rent recalculations, revenue controls, payroll/independent contractor compliance and more.
- **Pre-award Operator/Contractor Analysis and Audits,** such as
  - Preaward audits of Engineering Firms funded by CALTRANS
  - Independent Analysis of Proposed Airport Operators
  - Independent Analysis for Prospective Fire Service Providers

- **Information Systems Support** customized to fit your needs:
  - Information System Reviews and Audits
  - Network Vulnerability Scans
  - Security and Access Reviews
  - Security and Microsoft Certified Training
  - Microsoft Small Business Specialist
  - Microsoft Professional Accountants Network

Professional Activity

We are active members of the Government Finance Officers Association and the California Society of Municipal Finance Officers as well as the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. We are also members of the Association of California Water Agencies (ACWA), and the California Redevelopment Association (CRA). We are frequent speakers at various organizations; some of our pertinent presentations are listed below:

In May 2009, Cory Biggs, our company CEO, was a speaker at the annual Governmental Accounting and Auditing Conference hosted by the Education Foundation of the California Society of Certified Public Accountants. This annual conference is held for CPAs for the purpose of keeping CPAs current on issues affecting Governmental Accounting and Auditing. At the conference, Cory presented "The Auditor's Perspective" on auditing municipalities on the verge of, or in bankruptcy. His presentation followed remarks made by the City of Vallejo Assistant Finance Director and the City's bankruptcy attorney. He was also requested to provide an update at the 2010 conference.

Also in 2009, Cory spoke at the semi-annual conference of the California Municipal Treasurer's Association on "Maintaining a Good Relationship with Your Auditor" in which he discussed techniques for treasury staff to use when working with auditors to achieve a meaningful, thorough audit process. This discussion included a heavy focus on cash and investment processes and procedures, compliance, financial reporting and disclosures.

In August 2007, Cory presented Trust Fund Alternatives for Funding Retiree Health Care Benefits at a symposium sponsored by ABAG.

In August 2006, Cory, made two presentations at a Symposium on the Implementation of GASB #45, sponsored by ABAG. One presentation was a summary of the Statement and its impacts on municipalities and the other presentation explored funding options and ramifications of the Statement.

In February 2006, Cory presented "Cost Impacts from Implementing GASB 45, Accounting of Financial Reporting by Employers for Post-employment Benefits Other then Pensions", to the San Mateo Finance Officers Group. He was also a speaker at the 2005 CSMFO Annual Conference, on "How to Stay Out of Trouble" regarding identification of adverse fiscal trends in local governments and appropriate responses.

We attend CSMFO Northern California chapter meetings on a regular basis, and we have served as speakers on various occasions. We all attend the CSMFO Annual Conference, at which our Partners have been speakers. We have also attended the League of California Cities' annual Financial Management Seminars.

Amy Meyer and Katherine Yuen serve on the Governmental Accounting and Auditing Committee of the California Society of CPAs.

We also attend the Semi-Annual Conference of ACWA.

Internal Quality Assurance System

Every one of our audit and assurance engagements has an Engagement Partner responsible for the successful completion of the work as well as ensuring we maintain quality levels that satisfy professional standards. Our very high Partner to staff ratio of one to five is double that of traditional firms. We specifically structure our work for on-site Engagement Partner participation while the audit is being conducted. This structure is done by design to ensure we have active on the job oversight of staff and timely completion of the work.

We have always subjected our audit and assurance engagements to a second Quality Assurance Review. Historically this was performed by a second partner. However, over the past several years audit quality controls standards have been revised and enhanced. Standards issued by the American Institute of Certified Public Accountants and General Accountability Office now form the guidance in determining adequate quality controls for audit firms. While not required by the Standards, we believed it would be better to have an independent second review of the work by someone without engagement responsibilities and to have that person report to the shareholders directly as a group rather than any one shareholder.

In response to that, we hired Melita Law, a Certified Public Accountant, as our Quality Assurance Director. Melita had been a top performing Supervisor with our firm for over ten years before leaving us to move to Hong Kong in 2008. Because of her many years of municipal auditing and accounting experience, she has been a perfect fit and provides a significant strengthening to our quality control.

No Disciplinary Action

We have no record of substandard or unsatisfactory performance, nor have any claims ever been filed with any State Board of Accountancy against our firm or any of our employees.

Federal or State Field Reviews

We have not been subject to any Federal or State Field Reviews of our audits during the past three years.

Litigation

We have not been sued over poor work quality, nor have we paid any such claims out of court in the past five years.

But we are proud to say we have been sued! This was an action by a third-party contractor who filed suit to prevent us from issuing a report critical of their operation and their method of determining the amount of revenue they should share with our client. This action was not settled out of court; but went to judgment. In that case **the Superior Court of the State of California held in our favor and dismissed us from the proceedings without prejudice.** In other words, the Court decided that our report should be issued without any change.

In the words of our insurance representative, **"You are the only accounting firm we know of that has been sued for doing their work RIGHT!"**

External Quality Control Review

We are members of the Quality Review Program of the AICPA, which means we subject ourselves to a peer review of our workpapers and quality control procedures every three years by independent accountants specializing in such work. **Our most recent peer review was completed in 2011; we again received a rating of pass, the highest level of assurance possible.** This peer review included a review of four governmental and non-profit audit engagements, including a Special District. A copy of our most recent peer review opinion is located at the end of this section.

Our municipal audit reports are subject to annual reviews by various branches of the Office of the State Controller. District audit reports, Single Audit Act reports and Redevelopment Agency reports receive particular scrutiny. During the past five years every one of these reports has been accepted as submitted. Of course, all of our clients' CAFRs are also reviewed by CSMFO and GFOA for award consideration; every report submitted has won an award from one of these organizations.

POWELL & SPAFFORD, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy
Member: American Institute of Certified Public Accountants

System Review Report

To the Shareholders
Maze & Associates
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Maze & Associates has received a peer review rating of *pass*.

Powell & Spafford, LLP

October 5, 2011

664 W. Birch Court • San Bernardino, CA 92410 • P.O. Box 8847 • Redlands, CA 92375
Telephone 909-885-7721 • Fax 909-885-7541

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Audit Team

We are proposing to assign Amy Meyer as Engagement Partner, Katherine Yuen as Technical Review/Alternate Partner, Meghan Skilling as Manager and Chris Thomas as Supervisor to your audit. We will also have Donald Hester, our Information Technology Director, perform a review of your information system as it relates to our work and our Quality Assurance Director, Melita Law, perform a Quality Assurance Review of all our reports and workpapers.

We understand that engagement partners, managers, directors and other supervisory staff may be changed only with the express written permission of the City.

All of our audit staff are experienced with Comprehensive Annual Financial Reports, Redevelopment Agencies, Successor Agencies and related compliance, large enterprise operations, retirement plans, Single Audits, capital assets and infrastructure, long term debt, including swaps and related compliance and continuing disclosures, and all other aspects of municipal accounting and financial reporting.

Brief resumes of our proposed team members follow:

AMY MEYER, Engagement Partner - Amy graduated from the University of the Pacific in 1993 with a B.S. in Accounting and a minor in Information Systems, and has worked with Maze & Associates since 1993. Amy is a California CPA and is a member of the California Society of CPAs and the American Institute of Certified Public Accountants. Amy has assisted several of our clients with their computer applications and is very comfortable using a variety of systems. She has been involved with a number of accounting and GASB implementation training classes customized to our clients' needs. Amy is also our PC applications expert. Amy currently serves on the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, which provides practical guidance to CPAs in the area of governmental accounting and auditing in an effort to improve the quality of financial reporting on governmental entities. **She has accumulated three hundred four hours of continuing education during the last three years as an in-house instructor and participant.** She has gained valuable experience on the audits of the following:

City of Alameda
Alameda Power and Telecom
City of Albany
City of American Canyon
Town of Atherton
Association of California Water Agencies Joint Powers Insurance Authority
City of Brentwood
California Joint Powers Risk Management Authority
City of Concord
City of Dublin
East Bay Regional Park District
City of El Cerrito
City of Hercules
Livermore Area Recreation and Park District
City of Livermore
City of Modesto
City of Mountain View
City of Oakley
City of Palo Alto
Redwood Empire Municipal Insurance Fund
City of Rancho Cordova
City of Richmond
City of Rio Vista
City of Rocklin
City of Roseville
Town of San Anselmo
City of San Carlos
City of San Pablo
City of Santa Clara
City of Saratoga

Amy Meyer (Continued)

Town of Los Gatos
City of Manteca
City of Martinez
City of Milpitas
South Placer Wastewater Authority
City of Tracy
City of Waterford
West Contra Costa Transportation Advisory Committee
City of Woodland

KATHERINE YUEN, Technical Review/Alternate Partner – Katherine is a year-round municipal auditor and has been with Maze & Associates for 16 years. She has helped her clients in implementing various accounting standards including, GASB Statements 34 *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, 45 *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, and 54 *Fund Balance Reporting and Governmental Fund Type Definitions*.

Katherine has received over two hundred and forty hours of continuing education in the past three years as an instructor and participant. Over the years, she has taught classes both externally and internally on topics including GASB Statements implementation, auditing techniques under the *Government Auditing Standards,* and internal controls environment.

Katherine currently serves on the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, which provides practical guidance to CPAs in the area of governmental accounting and auditing in an effort to improve the quality of financial reporting on governmental entities.

Katherine is also a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accounts.

Katherine holds a Bachelor of Science degree in Business Administration from the University of California, at Berkeley. She is a Certified Public Accountant in the State of California.

City of Alameda
Alameda Mayors' Conference
Alameda Power and Telecom
Alameda Reuse and Redevelopment Authority
Association of Bay Area Governments
Town of Atherton
Bay Area Air Quality Management District
City of Benicia
City of Belmont
City of Campbell
Central Contra Costa County Solid Waste Authority
City of Daly City
City of Davis
East Bay Recreation and Park District
El Dorado Irrigation District
City of Emeryville
Town of Fairfax
City of Galt
City of Hayward
Hindu Culture and Community Center
Town of Los Gatos
City of Manteca
City of Martinez
City of Millbrae
City of Milpitas
City of Monterey
City of Napa
City of Newark
City of Oxnard
City of Palo Alto
City of Petaluma
City of Pinole
City of Pleasant Hill
City of Roseville
City of San Carlos
City of San Mateo
City of San Rafael
City of San Ramon
San Ramon Valley Fire Protection Agency
Small Cities Organized Risk Effort (SCORE)

Katherine Yuen (Continued)

Town of Larkspur
City of Lathrop
Las Trampas, Inc.
Livermore Area Recreation and Park District
City of Los Altos
City of Los Banos
City of South Lake Tahoe
South Placer Wastewater Authority
City of Tracy
City of Walnut Creek
City of Woodland
Town of Woodside

***MEGHAN SKILLING*, Manager** - graduated from California State University in Chico with a Bachelors of Science Degree in Accounting in 2002. Meghan has over nine years of experience working exclusively on municipal audits. Her largest most complex audits include; Richmond, Concord, Manteca, Alameda, and Modesto. Her breadth of experience includes two dozen CAFRs, dozens of multi-program single audits, over fifteen Redevelopment Agencies, and one dozen transportation programs. Meghan has received **240 hours of continuing education** in the past three years and has participated in the following audits:

City of Alameda
Alameda Municipal Power
Association of Bay Area Governments
Bay Area Air Quality Management District
City of Belmont
California Joint Powers Risk Management Authority
Charitable Federated Group
City of Concord
Contra Costa Transportation Authority
Contra Costa Water District
The Danny Foundation
City of Daly City
City of Davis
East Bay Regional Parks District
East Contra Costa County Habitat Conservancy
City of El Cerrito
Food Bank of Contra Costa and Solano
City of Livermore
Livermore Area Recreation and Park District
Livermore/Amador Valley Transit Authority
Main Street Martinez
City of Manteca
City of Martinez
City of Modesto
City of Napa
City of Newark
Partners in School Innovation
City of Pinole
City of Pittsburg
City of Pleasant Hill
City of Richmond
San Ramon Valley Fire Protection District
Santa Clara Valley Water District
City of San Pablo
Solano Transportation Authority
City of South San Francisco
City of Visalia
City of Waterford
West Contra Costa Transportation Advisory Committee

CHRIS THOMAS, Supervisor – graduated from Sonoma State University in 2007 with a BSE Degree in Business Administration with a concentration in Accounting. **Chris has received 240 hours of continuing education in the past three years.** Chris is a Certified Public Accountant in the State of California. Chris has participated in the following audits.

City of Alameda
City of American Canyon
City of Belmont
City of Brentwood
City of Brisbane
City of Concord
Contra Costa Water District
Contra Costa Mosquito and Vector Control District
City of Davis
Delta Diablo Sanitation District
East Bay Municipal Utilities District
East Contra Costa Fire Protection District
City of East Palo Alto
City of El Cerrito
El Dorado Irrigation District
City of Hayward
City of Larkspur
City of Manteca
City of Martinez
City of Millbrae
City of Napa
City of Newark
Partners in School Innovation
Placer County Water Authority
City of Pleasant Hill
Town of Portola Valley
City of Rancho Cordova
City of Richmond
Richmond Housing Authority
City of Roseville
City of San Carlos
City of San Pablo
City of San Rafael
Solano Irrigation District
City of South Lake Tahoe
City of Stockton
City of Suisun City
City of Vallejo
City of Waterford

MELITA LAW, Quality Assurance Director - Melita graduated from St. Mary's College with a Bachelors of Arts Degree in Business Administration with an emphasis in Accounting and a Minor in Economics. Prior to joining Maze & Associates Melita tutored accounting students. Melita is a Certified Public Accountant and was with our firm for over 10 years as an auditor working exclusively on municipal auditing and accounting where she earned several promotions. Melita was an audit Supervisor for over five years before leaving us to move to Hong Kong in 2008. In 2009, after a one year hiatus, Melita rejoined our firm as our Quality Assurance Director. Because of her many years auditing municipalities, she has been a perfect fit and provides significant strengthening to our Internal Quality Control System. Melita attends our semi-annual continuing education sessions and is in the process of changing her license to active status. During her time as an auditor, Melita participated in the following audits:

Alameda Power & Telecom
Alameda Reuse and Redevelopment Authority
City of Belmont
City of Benicia
City of Campbell
City of Concord
City of Daly City
City of Davis
Dublin-San Ramon Services District
East Bay Municipal Utility District
East Bay Regional Park District
City of Monterey
City of Mountain View
City of Napa
City of Palo Alto
City of Pleasant Hill
RHA Properties
Richmond Housing Authority (RHA)
City of Roseville
Saint Vincent De Paul
City of San Carlos
City of San Pablo

Melita Law (Continued)

City of Emeryville
City of Hayward
City of Livermore
Town of Los Altos Hills
City of Manteca
City of Millbrae
City of Milpitas
City of Saratoga
City of South Lake Tahoe
City of South San Francisco
Stanislaus Waste-to Energy
Union Sanitary District
City of Vallejo
West Contra Costa Transportation Advisory Committee
City of Woodland

DONALD E. HESTER, IT Director-Donald's clients include local municipalities, non-profits, corporations and federal government agencies, specializing in a wide array of compliance programs and security assessments such as PCI, FISMA, COBIT, ITIL and ISO27002. He is a guest lecturer and speaker on security topics for CMTA, CSMFO, MISAC, CISOA, ISACA and others and he has served on various advisory committees and as a subject matter expert in information technology and security. Donald also teaches IT Audit and Forensics at the University of San Francisco and Microsoft courses for Los Positas College, San Diego City College and for the @One program of the California State Chancellor's office. Donald graduated with honors from the American Military University with a Bachelor's Degree in Security Management with a concentration in Information Security. He has nearly 20 years of experience in the security field. Donald has been with us for ten years now and has received more than 320 hours of continuing education in the past three years and has over 900 hours of instructional work. His certifications include; CISSP, CISA, CAP, MCT, MCITP, MCTS, MCSE Security, MCSA Security, MCDST, Security+ and CTT+. Donald is also a Chairman and past Treasurer for the Brentwood Veterans Memorial Building and Commandant and past Treasurer for the Delta Diablo Det. 1155 Marine Corps League.

Staff Training

We believe the level of training we provide is unmatched by any other accounting firm. **Our audit staff receives an average of 80 hours of continuing education annually, including an average of over 48 hours of municipal audit and accounting training. These are twice the amount required by professional standards.**

Our program places heavy emphasis on governmental accounting and auditing classes conducted by our own staff, supplemented by courses offered by the California Society of Certified Public Accountants, the American Institute of Certified Public Accountants, the Government Finance Officers Association, the California State Municipal Finance Officers Organization and the Association of California Water Agencies.

We accomplish this task by reserving a solid week in January or February and another week in July solely for staff training. Our training is very specific and very participatory; lectures are almost non-existent as people are involved in a continual give-and-take format designed to educate while it helps us improve our services. We deal with specific clients and situations, we solve problems and do case studies, and we train people for real-life situations through role-play exercises. Everyone is equal in these exercises and everyone contributes their own experience in the field and the ideas they have formulated from that experience.

Suggestions coming out of staff training sessions are the source of most of the service improvements and refinements we make each year.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

A listing of our continuing education courses provided to all our staff, both certified and non-certified, over the past three years is as follows:

	2010		2011		2012	
	Spring	Summer	Spring	Summer	Spring	Summer
Area/Course	40 Hrs.	40 Hrs.	40 Hrs.	40 Hrs.	40 Hrs.	40 Hrs.
Auditing and Accounting Management						
Municipal Audit - Practice Analysis and Review	🕮	🕮	🕮	🕮	🕮	🕮
Managing Municipal Audits - Audit Supervisors	🕮	🕮			🕮	🕮
Cities in the News					🕮	
Quality Control			🕮		🕮	
GAAP Updates						
Cash, Debt, and Capital Asset Auditing Updates	🕮	🕮	🕮	🕮		🕮
Researching CCH, Best Practices Consulting/ Governmental Accounting	🕮					🕮
GASB/FASB Update	🕮	🕮	🕮	🕮	🕮	🕮
GASB 34 - Training		🕮				🕮
Journal Entry Testing			🕮			
Compliance Audits						
Transportation Audits - TDA, STIP and Measures A, B, C		🕮				
RDA Compliance	🕮	🕮	🕮		🕮	🕮
Single Audit Compliance		🕮		🕮		🕮
Housing Authority Audits and REAC Submissions		🕮		🕮		
Prop 1B Testing		🕮				
Auditing Standards						
Audit Standards Update			🕮	🕮	🕮	
New SASs, Risk Assessment and Impacts on Approach	🕮		🕮	🕮		🕮
Assessing Internal Control Risks/ Sample Sizes	🕮		🕮	🕮	🕮	
Updating our Audit Approach	🕮		🕮			
SAS 112/115/Memorandum on Internal Control Workshop	🕮		🕮			
Compliance Auditing (SAS 117)			🕮			
Yellow Book Update				🕮		🕮
IT/Paperless/Other						
Team Building: Building and Maintaining Effective and Successful Teams					🕮	
CCH Paperless Audit Software/ Trial Balance Function	🕮	🕮	🕮	🕮	🕮	🕮
IT Information Systems Review Updates	🕮	🕮		🕮	🕮	🕮
Professional Liability Insurer Loss Prevention Seminar			🕮			

Qualifications and Continuity

Our people accumulate over 1500 hours of purely municipal audit and accounting experience annually, far more than in any general service accounting firm. And we keep the same people on the job, normally for at least three years.

We provide our clients continuity while introducing enough new people to keep our perspective fresh and provide you with the benefits of rotation. We intend to retain all the people assigned to your audit throughout this year's entire engagement. In future years we plan to rotate no more than one person on each segment whom we will replace with someone of equal experience.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

We do everything we can to ensure continuity because it helps you, it helps our staff and it helps us. We schedule the entire year in advance to avoid conflicts, and we give priority to clients who are able to accurately predict the date their books will be closed, so that the staff on their audit will not be affected if another client's closing or audit is delayed. We attempt to match personalities as well as skills and abilities so that our staff and yours will get along well.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

City Client List

Please see the listing of all of our city clients on page 7.

References

City of Roseville - A client since 1998
Hours - 1485
Principal contact – Sandra Ikeda, Accounting Manager, 916-774-5314
Engagement Partner – Amy Meyer
Workscope and Reports:

- Comprehensive Annual Financial Report (Consistent GFOA award winner)
- Recommendations for Improvements in Internal Control
- Redevelopment Agency Audit and Compliance Reports
- Gann Limit Agreed Upon Procedures Report
- Single Audit Act Report
- Child Development Audit Report
- South Placer Waste Water Authority Financial Statements and Agreed Upon Procedures Report
- Annual Report of Financial Transactions (State Controllers Report)
- "Biz Johnson" Highway Interchange Joint Powers Authority Financial Statements
- Disaster Recovery Joint Powers Agency Financial Statements

City of Manteca - A client since 1986
Hours - 700
Engagement Partner – Amy Meyer
Principal contact—Suzanne Mallory, Finance Director (209) 239-8765
Staff in common—
Workscope and reports:

- Comprehensive Annual Financial Report
- Memorandum on Internal Control
- Single Audit Report
- Manteca Financing Authority
- Gann Limit Agreed Upon Procedures Report
- Redevelopment Agency Audit and Compliance Reports

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES (Continued)

City of Galt – A client since 2009
Hours - 530
Engagement Partner – Katherine Yuen
Principal contact—Inez V. Kiriu, Finance Director (209) 366-7150
Workscope and reports:
- Comprehensive Annual Financial Report
- Memorandum on Internal Control
- Redevelopment Agency Audit and Compliance Reports
- Single Audit Act Report
- Gann Limit Agreed Upon Procedures Report

City of Brentwood - A client since 2007
Hours - 485
Principal contract – Pam Ehler, Director of Finance– (925) 516-5460
Engagement Partner – Amy Meyer
Workscope & Reports:
- Comprehensive Annual Financial Report
- Memorandum on Internal Control
- Redevelopment Agency Report
- Gann Limit Agreed Upon Procedures Report
- Transportation Development Act Audit
- Single Audit Report

City of Benicia – A client from 1995-2007, rotated back to Maze & Associates in 2011
Hours - 403
Principal contact - Abby Urrutia, Assistant Finance Director (707) 746-4223
Engagement Partner- Katherine Yuen
Workscope and reports issued:
- Comprehensive Annual Financial Report
- Memorandum on Internal Control, Single Audit Report,
- State Controllers Reports
- Agreed Upon Procedure – Benicia Harbor
- Single Audit Act Report
- Gann Limit Agreed Upon Procedures Report
- TDA Transit Fund

SPECIFIC AUDIT APPROACH

Specific Audit Approach

Our audit strategy is designed specifically for municipalities. We perform half our audit well before year-end so we can identify problems early. Our strategy maximizes our efficiency and lessens the load on our clients. When engaged to prepare the financial statements, we prepare proformas of them for your review, well before year-end and we give you detailed interim and final-phase checklists of all the items we will need from you months in advance. We have integrated GASB 34 requirements into our strategy so that there is a seamless transition to the entity-wide statements.

We will plan the audit in detail and prepare an Audit Plan which details the information we will need from you to complete our interim and year-end audits, along with the person responsible for preparing it and the date they will have it ready. We tailor it to refer directly to the schedules you already prepare.

We do not require special reports or reconciliations just for our audit. We have found that coordinating our team and our client's staff works very well because it helps minimize the impact on your staff at year end. This way the Audit Plan includes most data we need from you so you and your staff can plan and schedule your work accordingly. **Our clients know from prior experience with our firm, that we excel at minimizing our impact on City staff.**

Specific Audit Strategy—Interim

Unlike older-style firms, **we perform most of our important work at interim**, well before the end of the fiscal year. We use our interim work to identify and solve problems and plan the year-end closing and audit in detail. Well before we begin our interim work we'll send you a list of the items we need, so you will have time to prepare.

We forecast many year-end amounts at interim, so that we can limit the amount of work required at year-end and concentrate instead on areas of concern. For example, we normally perform all our cash and investment testing at interim, including sending confirmation letters to depositories and determining financial statement categorizations. Performing these last two steps at interim allows plenty of time to follow up on confirmations or resolve questions about the proper categorization of an investment without delaying the audit. As another example, we test long-term debt at interim and forecast year-end balances and transactions for each debt issue.

We use **remote inquiry** as much as possible at interim, in order to increase our efficiency and reduce our impact on your staff. We can download Council Minutes and other documents from your Website for review, and have the ability to select transactions for test and analyze accounts using remote inquiry and read-only features of your system. Combining these abilities with our checklists has allowed us to perform larger portions of the audit in our own offices and reduce our questions to writing so that you have more time to deal with them.

Laws, Regulations and Compliance

Our audits are designed to ensure that we test transactions for compliance with the Single Audit Act and other applicable laws and regulations, including the California Government Code, provisions of applicable Grant guidelines, California Constitution Gann Limit requirements, requirements of local measures, Transportation Development Act requirements, etc. We identify applicable laws and regulations as part of our audit planning each year.

The California Government Code has many provisions and underlying regulations relating to investments and the investment policy, all of which are tested as part of our audit of cash and investments. That Code and the underlying regulations also form the basis of our compliance audit tests of Redevelopment Agencies, Child Development Programs, debt and other areas.

To the extent possible, we also begin our tests of compliance with laws and regulations at interim, including use of the Transportation Development Act regulations, OMB Circular A-133 and the Compliance Supplement and any other applicable compliance guidelines. Even if the work cannot begin until year-end we determine the applicable laws and regulations for our compliance testing so that we may incorporate the necessary information in our year-end closing checklist. Our audit samples for purposes of compliance vary based on the grant or compliance guidelines and are program-specific. The samples are stratified to ensure we test transactions that are representative of the costs charged to grants.

Specific Audit Strategy—Year End

At year-end we do not repeat any of the work we performed at interim. Instead, we focus on the items in your Audit Plan and on the Basic Financial Statements. **Our year-end audit field-work actually starts in our office**, so that when we do arrive in your offices we are fully prepared and we minimize our impact on your operations.

In our offices, we cross-reference or reconcile your Audit Plan information, reports and schedules. The Engagement Partner **performs our detailed Analytical Review and emails our questions to you in advance of our arrival** in your offices. Our experience is that this Analytical Review identifies any issues remaining after our interim work, as well as most potential audit adjustments. This gives all of us time to address these items in person while the audit field-work is proceeding, instead of by telephone, fax and e-mail afterward.

When we start work in your offices, we will need you to complete your responses to the Analytical Review, but we will not need much of your time and we will not ask for more schedules or reports. Our Engagement Partner and Manager will meet with you on the first day of the year-end audit to discuss any remaining unanswered Analytical Review questions, review the status of the year-end closing and to determine if modifications to our year-end approach are needed. This meeting sets the stage for the year-end audit.

At the conclusion of our year-end work, our Partner and Manager will review the final financial statement drafts with you and your staff. The following week, our Quality Assurance Director will perform a "quality assurance review" of the financial statements and workpapers so that we will be ready to sign the financial statements as soon as the City approves them.

We designed this strategy specifically to fit cities and the complications introduced by GASB 34. It requires our Partners to be fully and actively involved in the planning and performance of the work and it allows us to issue final financial statements and reports immediately after we finish our field-work in your offices.

You will find our strategy allows you to control the audit process, enables you to spread the work over the year as you wish and greatly reduces the pressure at year end.

Audit IT Systems, Security and Going Green

Hand-in-hand with our continuing investment in our people has been our increased investment in systems and hardware support. Eight years ago our systems work was handled by an outside consultant. **Today, we have a full-time staff of three people who maintain our state-of-the-art systems capabilities and provide increasing levels of such service to our clients.**

Every person on our staff is provided with a Windows operating system PC networked with other audit team PCs and a printer via our own wireless LAN establish at the start of each audit in our client's office. In 2008, we completely eliminated hardcopy workpapers by converting to *ProSystems fx Engagement* paperless audit software published by Commerce Clearing House. We use Word as our word processor and Excel for preparation of financial statements and schedules and Outlook for personal information management.

Because of our shift from hardcopy documentation to softcopy and our obligation under professional standards to maintain confidentiality of client data, we instituted state-of-the-art security protections to ensure client data remains confidential and secure. For example, many CPAs use email as a method of communicating financial data to and from clients. But emails are not secure communications! We therefore employ a secure data file transfer system called "LeapFile" under which we exchange data files with our clients using a secure website. This keeps data confidential and has the added benefit of permitting downloads of large excel files or Microsoft Office files that may be erroneously rejected by some email scanning software. In the event one of our staff works out of town or telecommutes, they access data via our virtual private network. **Our VPN, LANs, and audit software are password protected and encrypted to ensure your data remains confidential and secure.**

We will also use some type of connection to the internet during our audit, but coordinate it with our client's IT Staff to ensure there are no breaches in security or protocols.

Local Expertise and Resources

Our expertise and resources are local which provides our clients with timely on-the-spot responses to issues and questions as they arise. Our Audit Supervisors are on site daily while the audit team is in the field. Our Managers will be on site several times a week, more frequently for large audits, and are responsible for the successful completion of the engagement. Managers will be reviewing the work as it is completed and overseeing the entire audit process. Our Engagement Partners are on site at least weekly checking on progress, discussing and resolving issues with the Manager and Audit Team; as well as meeting with our client as needed. In cases of highly complex operations or unusual issues, our Technical Review Partner is brought out to meet with the audit team and provide technical support, consultation and participate in meetings with our clients as needed. With all our resources available locally, our clients are assured of in depth, timely audits and expedient resolutions to questions and issues as they arise.

Auditing Large and Complex EDP Systems

Our approach to auditing EDP systems encompasses information system reviews, system controls and transaction cycle processing, verification and data extraction.

Information System Review

Information System Security became an important part of financial statement audits and we have performed an Information Systems Review (ISR) with every audit since 2001. Unlike our competitors, we extend our review to not only encompass the financial system, but also the network environment that houses that system. From our perspective, the internal controls that are present in the overall network environment are critical to understanding the internal controls over the financial system.

Unlike financial statements, there are currently no authoritative standards that local governments must employ to ensure that adequate and appropriate IT controls are designed and implemented. We extensively researched this area and concluded it was most appropriate to base our ISR on the certification and accreditation framework developed by the National Institute of Standards and Technology (NIST) for the Federal Information Security Management Act (FISMA) which is the minimum security required for federal government agencies information systems. NIST recommends states, local governments and Indian tribes comply with these standards as well. **Our reviews include procedures to determine that your systems are adequately protected from unauthorized internal access, provide for reasonable measures to ensure continuation of service, provide for security of data from physical or network access and have internet access defenses including hacker prevention, detection and deterrent systems.**

Our information systems reviews are performed by qualified information security professionals who hold at least the Information Systems Audit and Control Association's (ISACA) Certified Information Systems Auditor (CISA) or the (ISC)^2's Certified Information Systems Security Professional (CISSP). Both certifications require continuing professional education. As a value added service we will provide the City with a matrix of the City's maturity as compared with NIST's certification and accreditation framework. Each internal control taken from NIST SP 800-53Rev1 is ranked in this maturity matrix and an average score is provided to the City to give the City a benchmark.

System Controls and Transaction Cycle Processing Verification

With any data processing system upon which we intend to rely as a means of reducing substantive testing, we perform a variety of tests to verify the accuracy of transaction processing, the reliability of system control points and authorization controls, appropriateness of profile structures including Super-user rights access, and automated functionality such as sub-ledger integration and auto-journal entry validity and set up controls.

Gaining an understanding of the design of relevant procedures, controls and authorization levels is integrated with our risk assessment procedures discussed under the ***Client Tailored Risk Assessment*** section below. As part of our risk assessment process we identify those transaction cycles we intend to rely on. Both processing procedures and controls that are to be relied on are tested with our audits.

Transaction cycle processing and control tests typically involve sampling techniques. Most of our transaction samples are selected and tested during the interim portion of our work. Each sample will run from twenty-five to sixty transactions in size. We use interval and judgment sampling techniques with a high degree of stratification. Most municipalities operate more that one major revenue system. Therefore, we typically determine which revenue transactions are processed with common procedures and controls and deem that to be a single population and subject it to a single sample. Other revenue cycles processed with separate controls are tested with their own samples. For example, it is common for separate samples to be selected for governmental receipts and each major enterprise fund. Transaction cycles we sample are dependent on materiality to each client's financial statements but typically include, payroll, disbursements, receipts, loans receivable, investments and budget transactions and in accordance with the requirements of Statement of Auditing Standards #99 we also sample journal entries. Samples from each grant audit or major federal award program are also made. Samples are triple purpose samples and we test for correct recording, compliance with applicable policy or regulation and key control attributes - both manual and automated. This includes verification of sub-ledger integration and auto-journal entry validity, if needed.

Profiles, Access and Setup Controls

Despite advances in information technology automation and system control features, classic segregation of duties concepts remain a mainstay for providing adequate internal controls. What has changed, however is the necessity to determine system profile structures and actual system access. We inquire how our clients establish and maintain system profiles for relevant staff with the objective of determining whether controls are in place to provide for adequate segregation of duties and to determine if system profiles are appropriate based on the individual's duties. We also determine how our clients monitor access and we test access through reviews of access logs, observation and in some extreme cases, with fully observed access attempts.

We will also inquire about procedures and controls used to ensure only those system functions and controls assigned to an employee are in fact setup in system profiles. Considerations include Super User Rights, system profile set up, and system authorization functionality such as transaction initiation, review and approval, automated entry setup and posting. Work typically involves inquiry of staff with Super-User Rights and determining how the organization provides a check and balance against the possibility that one person with Super-User Rights can intentionally or inadvertently assign unauthorized access. We often review access logs and examine approvals of profile changes and review authorization levels.

Data Extraction

We employ rather simple data extraction techniques these days since most modern systems provide easy download capabilities to text or Excel files. We have been utilizing data extraction for over fifteen years. We first began data extraction as a means of downloading data from our client's financial systems for upload directly into the financial statements. Then we expanded this to include transaction details, account information and other data contained in our clients systems that we need for audit. Our Chief Operations Officer, Chris Hunt, oversees our data extraction needs and has successfully worked with all of our clients and their systems to achieve data extractions for our use. We are extremely adept at converting from text, delimited and fixed width files, and with every system used by clients.

Assessing Risks – Interim Phase

Beginning with fiscal 2007-2008 audits, a new set of Statements of Auditing Standards became effective and required that most auditors change the way they audit. Much of this new guidance came out of the aftermath of highly publicized audit failures such as Enron, Global Crossings and the like. The Statements make it clear that a generalized one-size-fits all audit approach will not be permitted. An audit must be based on a unique audit strategy customized to fit each client and its industry.

The primary objective of these Standards is to require the auditor's application of an audit risk model. The concept is that a set of financial statements should be evaluated for the underlying risks of material misstatement. Then, a customized audit should be tailored to test for misstatements and verify that controls are designed and in place to prevent and detect misstatements.

We have consistently employed a risk based concept from our firm's inception in 1986. Our audit checklists and programs were originated by reference to *Audits of Local Governments* published by the Practioners' Publishing Company (PPC), a third party vendor specializing in producing audit guides for unique industries. But, we have not simply used their guide as our approach. We have customized it further for the simple reason that California municipalities have many unique risks not faced by municipalities in other states. As you know, California state law and applicable regulations cover a wide variety of areas such as cash and investment management, redevelopment compliance, transportation development act programs, and child development programs. Indeed, even revenues of California municipalities are unusual and complex such as the Triple Flip and Proposition 1A securitization.

Our primary objective in an audit of each client's financial statements is to opine on whether the financial statements, including disclosures, are free of material misstatement. Our opinion must be based on sufficient, appropriate audit evidence that we obtain and this evidence must be documented. To achieve this objective, we further refine our approach to be responsive to each individual audit. We may reduce the scope of our substantive audit tests provided we conclude there are effective specific controls in place which would detect and correct misstatements due to errors or fraud.

Fraud Considerations

Beginning with our 2004 audits, we employed additional audit steps required by Statement of Auditing Standards #99, *Consideration of Fraud in a Financial Statement Audit.* SAS #99 requires auditors to consider risk areas that may be susceptible to fraud and to then modify their audit strategy. We have been employing a variation of the SAS #99 concept since the early 1990's. For example, for many of our recurring clients, we visited all of their cash collection sites. We performed cash counts and reviewed cash handling practices and procedures, including security measures employed to limit access to cash. This and our planning meetings with our client's staff have resulted in the inclusion of a variety of special emphasis areas in our audits. We combine our fraud consideration brain storming sessions with our overall risk assessment process discussed below.

Client Tailored Risk Assessment

Our strategy to assessing risk begins with a brainstorming session of our audit team where they review your prior year financial statements and operations to identify areas of major audit risk. We also incorporate our consideration of other factors such as the risk of fraud, the economy, regulatory complexities or changes, credit market conditions and others into our initial assessment. We may also compare unusual transactions and estimates to those used by other municipalities or to current trends and issues. Since we are a niche firm specializing in California municipalities this is relatively easy. For example, certain development agreements are unique to municipalities. These agreements usually contain complex financial transactions and legal restrictions. With so much experience in this area we can quickly design an efficient response to these risks.

Major audit risks are further evaluated through consideration of relevant assertions to determine inherent risk due to error or fraud. For example, cash on hand has a relative higher inherent risk of loss due to theft than an infrastructure asset. High and medium inherent risk audit areas are further evaluated to determine relevant internal controls needed to prevent, detect and correct errors or fraud.

We start our evaluation of your internal controls by interviewing staff and meeting with Department heads as needed. We review policies and procedure manuals and other documentation to determine the design of procedures and controls. As part of our evaluations we document narrative memoranda outlining the duties of each pertinent person as well as our GRID evaluation of the important nexus control points. The GRID is our own design; it is a two-axis chart we use to identify potential conflicts of duties in your controls. We enhance our evaluation by reviewing system profile reports, paying special attention to super-user rights. This data is then used to determine the presence or absence of compensating controls designed to mitigate conflicts of duties vested in a single individual.

We then test to verify that procedures and controls are operating effectively such that they reduce the risk that errors or fraud could occur and go undetected and uncorrected. We use a variety of techniques to verify controls are effective including: sampling, observation, documentation of reviews, examining system access reports and comparisons with other data.

After this has been completed, we assess the risk of material misstatement which is determined by the relative inherent risk of an area and the associated control risk to plan our substantive tests. That is, the risk that controls are not in place or are not operating effectively. Areas with a low risk of material misstatement assessment may receive limited substantive procedures while those with a high risk of material misstatement will receive significant substantive procedures.

We then design our final phase audit plan to ensure we obtain sufficient appropriate evidence about the financial statements and disclosures. Specific audit procedures are developed and documented in our audit programs and we develop potential internal control points for further evaluation as to significance and communicate those to staff.

Client Participation in the Risk Assessment Process

Of course, any risk assessment process is incomplete without our clients' active participation. We hold meetings with senior finance staff and others within the organization to discuss their views and assessments of risks affecting the financial statements. Our inquiries are backed up by reviews of the annual budget, mid-year budget revisions, internal audit reports, grantor performance and monitoring correspondence and any other pertinent data we deem relevant.

We must also establish two-way communication with the Council or Audit Committee which we typically accomplish by meeting to discuss the audit process and timing, management representations and fraud considerations. For those organizations without an Audit Committee, we typically attend a Council meeting or meet with representatives of the Council.

Assessing Risks - Final Phase

Although the majority of our evaluations and testing of internal controls is completed with our interim testing, it is during the final phase that actual year end balances, transactions and disclosures are known and our substantive procedures are employed. These procedures and data often reveal unusual or unexpected results that must be considered in the risk assessment process. Risk assessment processes are iterative and cumulative. That is, we must continually re-evaluate our assessments based on information and procedures gathered. It is not uncommon for an initial assessment and the corresponding substantive audit work to be restructured as a result of new data. Indeed it is the intent of current audit standards that the audit be responsive to risks.

Our substantive procedures are selected to be responsive to the assessed risk and relevant assertion and typically involve analytical procedures, third-party confirmation, estimation techniques, mini-max tests, trend analyses, recomputations, corroboration with other tests, tests in total, sampling and comparisons to data gathered in other municipal audits.

Risk assessment procedures would be incomplete without an evaluation of the adequacy of our evidence obtained including internal control tests, any significant deficiencies or material weaknesses and substantive test results. **These factors are considered prior to the release of our opinion in a final re-assessment process that includes our quality assurance review.**

Ability to Provide Services on a Short Notice

We are always ready to provide our clients with the services they need. Depending on the amount of work involved we can adjust our calendar to accommodate smaller projects at any time. Larger projects can be problematic during our peak busy season which lasts from mid-September through December. During those months, our approach to providing services on a short notice is predicated on the principle that we must satisfy our existing obligations before accepting new work. In the rare instance that we are unavailable due to existing commitments, we have a number of recommended consultants that can assist the City.

Communication and Coordination

We will meet with you at the start of each phase of work and conduct an exit conference at the end of each phase of work. This will ensure you know everything we do, with plenty of time to address any issues.

Two key objectives for a well-run audit are to ensure timely communication of the audit results and to provide for seamless coordination of the external auditors with City staff. The concept is virtually identical to our Accounting Issues Memorandum and detailed Interim and Closing Checklists that we typically prepare for our clients.

The Accounting Issues Memorandum concept was originated by one of our staff over a decade ago to function as a partner's brief of an engagement's status. It worked so well we expanded it to all our audits and share it with our clients. It has proven to be an indispensable communication and coordination tool ever since. This informal memo condenses and summarizes the audit status and issues as of the end of our interim work. It includes housekeeping matters, major and minor potential findings, scheduled audit fieldwork start and finish dates, etc. We produce this memo right in your office before the conclusion of our interim work, so you have an idea of what we've found so far and whether there are areas that need work.

Our Memorandum on Internal Control is drafted at year-end and may include significant issues raised with our interim phase Accounting Issues Memorandum as well as issues arising from our year-end work. We review a draft with you, so that you will have plenty of time to consider the facts and discuss our findings before the audit results are presented to the Council and Committees.

Prompt Service and Delivery of Reports

Financial information, like fish, must be as fresh as possible and this is an important part of our service. We have always focused on reducing financial statement turn-around time and we have never missed a deadline. We normally complete the final draft of the financial statements on the last day of our field-work in our clients' offices or within two weeks thereafter.

Our audit strategy emphasizes detail planning and coordination of our staff and client staff to complete the audit as efficiently as possible. We have found that completing all our work and our reports as part of our field-work dramatically reduces the time required to issue final reports to our clients.

Our strategy allows our clients ample time to review all report drafts before issuance, while ensuring that all reports are issued timely. **Many clients have been able to advance the date on which their reports are presented to Council.**

Audit Schedule

We have timed our audit to complete all your reports so that they are ready to print by your deadlines. Of course, our timetable may be adjusted to fit your needs. We will start our work as soon as you appoint us your auditors, with an entrance conference as soon as possible. Please see the proposed segmentation of the engagement on the following schedule.

City of Turlock

Proposed Engagement Segments and Budget

	Budgeted Hours						
	Partners		Staff				
Audit Activities	Engagement	Review	Manager	Supervisor	Associates	Administrative	Total
Planning & budget/Confirm/Checklists	2.00		2.00	2.00	4.00	1.00	11.00
Fraud Assessment - SAS # 99	1.00		1.00	1.00	2.00		5.00
Minutes-resolutions				6.00			6.00
Report	2.00		4.00	12.00		6.00	24.00
Supervision/review	8.00	2.00	16.00	30.00			56.00
Conferences & meetings	1.00		2.00	4.00			7.00
Management letter	1.00		2.00	4.00		1.00	8.00
Accounting Issues Memo	1.00		2.00	2.00	2.00	1.00	8.00
Analytical review	4.00		2.00	6.00			12.00
Adjustments			2.00	3.00			5.00
Internal Control Evaluation and Journal Entry Testing			2.00	2.00	8.00		12.00
Information Systems Review			4.00				4.00
Cash & Investments				24.00			24.00
Revenue/Receivables					24.00		24.00
Loans Receivable					8.00		8.00
Interfunds					8.00		8.00
Capital Assets					28.00		28.00
Accounts Payable					24.00		24.00
Payroll/Accrued liabilities					16.00		16.00
Long-term debt					28.00		28.00
PERS/OPEB					6.00		6.00
Successor Agency Disclosures	1.00		1.00	2.00	12.00		16.00
Fund balance & net assets					4.00		4.00
Risk Management & Claims					6.00		6.00
Budget testing					4.00		4.00
Subtotal - Basic Financial Statements & Management Letter	**21.00**	**2.00**	**40.00**	**98.00**	**184.00**	**9.00**	**354.00**
Additional Services:							
GANN Limit Review Report	0.25		0.50	1.00	6.00	1.00	8.75
State Controller's Report		4.00		36.00			40.00
Single Audit and Related Reports (Per Tested Program)	1.00	0.50	2.00	6.00	24.00	2.00	35.50
Turlock Public Financing Authority Audit	1.00	0.50	2.00	3.00	22.00	1.00	29.50
Abandoned Vehicle Abatement Program	1.00	0.50	2.00	3.00	14.00	1.00	21.50
Transportation Development Act Report	2.00	0.50	2.00	4.00	32.00	1.00	41.50
GRAND TOTAL	**26.25**	**8.00**	**48.50**	**151.00**	**282.00**	**15.00**	**530.75**

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

New GASB Implementation

We will provide the City with what ever support it needs with regard to gaining an understanding of new pronouncements affecting the financial statements and our audits. Our consistent approach is to provide our clients with advance identification of new GASBs as they are issued. With every audit, we provide overviews of new pronouncements including effective dates and we review these with staff.

During fiscal year 2013, the City is required to implement the provisions of GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, that modifies the format and titling of the City's financial statements and will impact the footnote disclosures, and the provisions of GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which doesn't appear to have a significant impact on the financial statements or disclosures. In addition, if the City has any such arrangements, the provisions of GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*, will need to be implemented and requires additional footnote disclosures and has potential financial statement impacts.

Although not required, we also recommend that clients consider early-implementing the provisions of GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, as the changes coincide with the revisions made to the financial statements under Statement No. 63. If not early-implemented, the provisions of Statement No. 65 are required to be implemented in fiscal year 2014.

Finally, beginning in fiscal year 2015, the City will be required to implement the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, which will have a significant impact on the City's financial statements and footnote disclosures related to the CalPERS pension plan.

In the year of implementation we proforma new disclosures and add on additional data requests to our interim and closing checklists. For complex rules, we prepare course materials and conduct training and education sessions during interim for finance and other affected City staff to ensure they understand the requirements. We include the new GASB provisions as well as any additional resources such as implementation guides, practical application examples and additional technical resources and contacts. After staff has had a chance to think about the City's operations we conduct a follow-up conference to determine the potential impact to the financial statements and audit. In unusual cases we will schedule additional field work before year end to ensure the new rules do not affect year end timing.

INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Example, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Example as of and for the year ended June 30, 2012, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2012, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons listed as part of the basic financial statements for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matters

Management adopted the provisions of the following Governmental Accounting Standards Board Statements, which became effective during the year ended June 30, 2012 and had material effects on the financial statements:

Statement 60 - *Accounting and Financial Reporting for Service Concession Arrangement.* See Note XX to the financial statements for relevant disclosures.

Statement 61 - *The Financial Reporting Entity: Omnibus, an amendment of GASB Statements No. 14 and No. 34.* See Note XX to the financial statements for relevant disclosures.

Statement 62 - *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements* See Note XX to the financial statements for relevant disclosures.

Statement 63 - *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* See Note XX to the financial statements for relevant disclosures.

The emphasis of these matters does not constitute a modification to our opinions.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, Public Employees Retirement System Schedule of Funding Progress and budgetary comparison information for the General Fund, Housing Set-Aside Fund, and Facility Fees Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The Introductory Section, Supplemental Information, and Statistical Section as listed in the Table of Contents are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The Supplemental Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplemental Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated Opinion Date, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pleasant Hill, California
Opinion Date

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED UPON PROCEDURES FOR COMPLIANCE WITH THE PROPOSITION 111 2011-2012 APPROPRIATIONS LIMIT INCREMENT

Honorable Mayor and Members of the City Council
City of Example, California

We have performed the procedures below to the Appropriations Limit Worksheet which were agreed to by the City of Example for the year ended June 30, 2012. These procedures, which were suggested by the League of California Cities and presented in their Article XIIIB Appropriations Limitation Uniform Guidelines, were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution. Management is responsible for the Appropriations Limit Worksheet. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures you requested us to perform and our findings were as follows:

A. We obtained the Appropriations Limit Worksheet and determined that the 2011-2012 Appropriations Limit of $_____ and annual adjustment factors were adopted by Resolution of the City Council. We also determined that the population and inflation options were selected by a recorded vote of the City Council.

B. We recomputed the 2011-2012 Appropriations Limit by multiplying the 2010-2011 Prior Year Appropriations Limit by the Total Growth Factor.

C. For the Appropriations Limit Worksheet, we agreed the Per Capita Income, City Population and County Population Factors to California State Department of Finance Worksheets.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the Appropriations Limit Worksheet. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management and the City Council; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

Opinion Date

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City Council
City of Example, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the City of Example, as of and for the year ended June 30, 2013, and the related notes to the financial statements, and have issued our report thereon dated [Opinion Date]. Our report included an emphasis of a matter paragraph disclosing the implementation of new accounting principles.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pleasant Hill, California
Opinion Date

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City Council
City of Example, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the City of Example as of and for the year ended June 30, 2013, and the related notes to the financial statements, and have issued our report thereon dated [Opinion Date]. Our report included an emphasis of a matter paragraph disclosing the implementation of new accounting principles.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We identified certain deficiencies in internal control, we consider to be significant deficiencies as listed on the Schedule of Significant Deficiencies included as part of our separately issued Memorandum on Internal Control dated [Opinion Date] which is an integral part of our audits and should be read in conjunction with this report.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

City's response to the findings identified in our audit are described in our separately issued Memorandum on Internal Control dated [Opinion Date] which is an integral part of our audits and should be read in conjunction with this report. City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pleasant Hill, California
Opinion Date

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the City of Example Public Financing Authority
City of Example, California

Report on Financial Statements

We have audited the accompanying financial statements of the of the Authority of Example Public Financing Authority (the Authority) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic component unit financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the basic component unit financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2013, and the respective changes in financial position and cash flows thereof listed as part of the basic component unit financial statements for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matters

Management adopted the provisions of the following Governmental Accounting Standards Board Statements, which became effective during the year ended June 30, 2013 and had material effects on the financial statements:

> Statement 63 - *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position.* See Note XX to the financial statements for relevant disclosures.

The emphasis of these matters does not constitute a modification to our opinions.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic component unit financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Pleasant Hill, California
Opinion Date

INDEPENDENT AUDITOR'S REPORT

Honorable Members of the City Council
City of Example, California

Report on Financial Statements

We have audited the accompanying statement of revenues and costs (financial statement) of the Abandoned Vehicle Abatement Program (Program) of the City of Example, California, as of and for the year ended June 30, 2013, and the related notes to the financial statement, which collectively comprise the Program's financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, and certain provisions of the AVA Program Handbook issued by the California State Highway Patrol. Those standards and the AVA Handbook require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Program's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Program's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

As described in Note 1, the City prepares the financial statement for the Program on a cash basis, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenues and costs of the Program for the year ended June 30, 2013 on the basis of accounting described in Note 1.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated Opinion Date, on our consideration of the Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Program's internal control over financial reporting and compliance.

Pleasant Hill, California
Opinion Date

COST PROPOSAL
TO PROVIDE
FOR PROFESSIONAL AUDITING SERVICES
FOR THE CITY OF TURLOCK

Submitted By

MAZE & ASSOCIATES
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523
(925) 930-0902

Contact Persons

Amy Meyer – e-mail address – amym@mazeassociates.com
Katherine Yuen – e-mail address – katheriney@mazeassociates.com

August 26, 2013

COST PROPOSAL

Certification

Amy Meyer and Katherine Yuen are authorized to submit this proposal and negotiate and sign a contract with the City of Turlock. Our offer is firm and irrevocable for a period of sixty days from the date of this proposal.

Total Cost of Audit

Our Total All-Inclusive Maximum Prices for the services specified in the Request for Proposal for the fiscal years ending June 30, 2013 through June 30, 2017 are detailed at the end of this section. Our Total All-inclusive Maximum Prices for the services specified in the RFP are firm fixed fees.

Our policy is to attempt to keep our clients fees constant after inflation. Therefore, the fees for years subsequent to 2013 have been adjusted by 2.0% per year.

Additional Services

Any additional services will be performed and billed only on the City's prior authorization at our standard billing rates.

Fees

Our fees are firm fixed prices. In determining our fees, we understand that the City's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the City and City personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Manner of Payment

Progress billings will be sent on the basis of actual audit work completed during the course of the engagement. We do not bill for out-of-pocket expenses as they are included in our stated all-inclusive maximum price.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

Cost Rationale

We have always completed our work in the time budgeted and for the agreed upon fee. We have never requested additional fees for work within the scope of the audit after our work was completed. As always, we finish what we start, regardless of the accuracy of our budgets.

CITY OF TURLOCK

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2012/13 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	34.25	$300	$300	$10,275
Manager	48.50	$150	$150	$7,275
Supervisor	151.00	$115	$115	$17,365
Associates	282.00	$85	$85	$23,970
Clerical	15.00	$65	$65	$975
Subtotal	530.75			$59,860
Out of pocket expenses				(1)
Meals and lodging				
Transportation				
Other				
Total for services described in section II of RFP				**$59,860**
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR 2012-13 AUDIT				**$59,860**

NOTES:

(1) Out-of-pocket expenses, including meals, lodging and transportation are included in our quoted hourly billing rates.

ATTACHMENT A

AUDIT COST WORK PROPOSAL

Name of Firm:	Maze & Associates		
Address:	3478 Buskirk Avenue #215		
City, State, Zip	Pleasant Hill, CA 94523		
Contact Name:	John Rodriguez		
Contact Telephone Number(s):	(925) 930-0902	Fax #:	(925) 930-0135
Contact E-mail Address:	johnr@mazeassociates.com		

I the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Turlock on behalf of the above named firm.

Signature — SECRETARY (Title) — 8-22-2013 (Date)

JOHN RODRIGUEZ

Name (print)

Service		2012/13	2013/14	2014/15
City Audit and Related Reports		$40,395	$41,203	$42,026
GANN Limit Review Report		840	857	874
State Controller's Report		5,340	5,447	5,556
Single Audit and Related Reports (Per tested program)		3,610	3,682	3,756
Turlock Public Financing Authority Audit		3,030	3,091	3,153
Abandoned Vehicle Abatement Program		2,350		2,397
Transportation Development Act Report		4,295	4,381	4,469
Total Cost		$59,860	$58,661	$62,231

Service		2015/16	2016/17
City Audit and Related Reports		$42,866	$43,723
GANN Limit Review Report		891	909
State Controller's Report		5,667	5,780
Single Audit and Related Reports (Per tested program)		3,831	3,908
Turlock Public Financing Authority Audit		3,216	3,280
Abandoned Vehicle Abatement Program			2,445
Transportation Development Act Report		4,558	4,649
Total Cost		$61,029	$64,694

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $6,360 TO ACCOUNT NUMBER 110-10-106.43055_002 "CONSULTANT AUDIT" TO BE FUNDED BY TRANSFERS FROM CITY FUNDS BENEFITTING FROM THE AUDIT SERVICES	**RESOLUTION NO. 2013 -**

WHEREAS, the City of Turlock (City) is required to have an annual audit in order to comply with State law and covenants contained in the bond documents associated with the City's various outstanding debt obligations; and

WHEREAS, the City's contract with its previous external audit firm has expired; and

WHEREAS, the City issued an Request for Proposals (RFP) soliciting proposals from public accounting firms interested in providing audit services to the City; and

WHEREAS, after reviewing the proposals received and conducting select oral interviews, the audit committee recommends engaging Maze and Associates Accountancy Corporation to provide audit services for the Fiscal Year endimg June 30, 2013 with the option to extend for four (4) additional one (1) year terms; and

WHEREAS, when the 2013-14 municipal budget was prepared, Staff estimated $62,500 for external audit services and now desires to increase the budget to $68,860 and

WHEREAS, the funding for these services will be allocated among various City funds based on the revenue sources within those funds and their demand on audit services.

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

1 – A one (1) year agreement with Maze and Associates in an amount not to exceed $68,860, with the option to extend the contract for four (4) additional one (1) year terms with the fees as contained in the Cost Proposal submitted by Maze and Associates; and

2 – Appropriating $6,360 to account number 110-10-106.43055_002 "Consultant Audit" to be funded via transfers from the following funds in the following amounts.

	Account Number	Budget Adjustments
LTF (fund 216)	216-40-421.48001_077	$3,250
CDGB (fund 255)	255-41-485.48001_077	1,875
Building (fund 405)	405-40-405.48001_077	200
Sewer (fund 410)	410-51-530.48001_077	850
Water (fund 420)	420-52-550.48001_077	1,150
Dial-A-Ride (fund 425)	425-40-415.48001_077	1,750
BLAST (fund 426)	426-40-415.48001_077	1,250
Engineering (fund 502)	502-40-410.48001_077	200
Successor Agency (fund 621)	621-10-198.48001_077	1,075
CFD #1 (fund 705)	705-10-170.48001_077	(125)
General Fund - police	110-20-200.48001_077	(345)

The difference of $4,770 is the net decrease in cost to the General Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5P

Council Synopsis

September 24, 2013

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the hour regular meetings of the Successor Agency to the Turlock Redevelopment Agency are held

2. DISCUSSION OF ISSUE:

Council Resolution No. 2012-023, adopted on February 14, 2012, authorized the City of Turlock to act as the governing body for the Successor Agency to the Turlock Redevelopment Agency pursuant to Part 1.85 of Division 24 of the California Health and Safety Code establishing rules and regulations for the operations of the Successor Agency as a new legal entity separate from the City and taking certain actions in connection therewith. Section 3C of this Resolution provides that the Board shall hold regular meetings at the same time and place as the Turlock City Council has regular meetings, which shall be every second and fourth Tuesday of each month at 7:00 p.m. at City Hall, 156 S. Broadway Street, Turlock, California.

On February 26, 2013, Turlock City Council enacted Ordinance 1180-CS which changed the hour regular City Council meetings are held from 7:00 p.m. to 6:00 p.m., necessitating an amendment to the meeting time for the Successor Agency. The purpose of the attached Resolution is to amend the hour regular meetings of the Successor Agency to the Turlock Redevelopment Agency are held to correspond with the hour regular City Council meetings are currently held. Staff is requesting to remove any reference to the specific hour (i.e. 6:00 p.m.) to eliminate the need for future amendments should the hour regular City Council meetings are held change.

3. BASIS FOR RECOMMENDATION:

A. The change is necessary to correct language that regular Successor Agency to the Turlock Redevelopment Agency meetings are held at 7:00 p.m.

B. Removing the reference to a specific hour will eliminate the need for a future amendment should the hour regular City Council meetings are held change.

Strategic Plan Initiative: Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could direct staff to include the specific hour meetings are held.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE HOUR REGULAR MEETINGS OF THE SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY ARE HELD	}	**RESOLUTION NO. 2013-**

WHEREAS, Council Resolution No. 2012-023, adopted on February 14, 2012, authorized the City of Turlock to act as the governing body for the Successor Agency to the Turlock Redevelopment Agency pursuant to Part 1.85 of Division 24 of the California Health and Safety Code, establishing rules and regulations for the operations of the Successor Agency as a new legal entity separate from the City and taking certain actions in connection therewith; and

WHEREAS, Section 3C of Resolution No. 2013-023 provides that the Board shall hold regular meetings at the same time and place as the Turlock City Council has regular meetings, which shall be every second and fourth Tuesday of each month at 7:00 p.m. at City Hall, 156 S. Broadway Street, Turlock, California; and

WHEREAS, Turlock City Council Ordinance No. 1180-CS changed the hour regular City Council meetings are held, which directly corresponds to the hour regular meetings of the Successor Agency to the Turlock Redevelopment Agency are held.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the hour regular meetings of the Successor Agency to the Turlock Redevelopment Agency are held, particularly that regular meetings shall be held at the same time and place as the Turlock City Council has regular meetings, which shall be every second and fourth Tuesday of each month at City Hall, 156 S. Broadway, Turlock, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

COPY

5Q

RECEIVED
SEP 9 2013
City of Turlock
Administrative Services

CLAIM FORM

(Please type or print)

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: Dennis Buchanan

SS#: [redacted] **DOB:** 5-23-1947 **Gender:** Male XX Female ___

Claimant's address: P.O. Box 707, Turlock, CA 95381

Claimant's Telephone Number(s): (209) 667-4602

Address where notices about claim are to be sent, if different from above:
QUINN & KRONLUND LLP, 509 W. Weber Ave, Suite 400, Stockton, CA 95203

Date of incident/accident: 03/12/13

Date injuries, damages, or losses were discovered: SUIT FILED AUG. 22, 2013

Location of incident/accident: INTERSECTION OF MONTE VISTA AVENUE AND WALNUT, TURLOCK, CA

What did entity or employee do to cause this loss, damage, or injury? CITY CREATED AND MAINTAINED A DANGEROUS CONDITION AT THE SUBJECT INTERSECTION, FAILED TO PROPERLY ENGINEER, MAINTAIN, OWN, OPERATE, FAILED TO PROVIDE APPROPRIATE WARNINGS AND SIGNALS.
(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)? UNKNOWN

What specific injuries, damages, or losses did claimant receive? PROPERTY DAMAGE TO THE BUCHANAN VEHICLE AND INDEMNITY CLAIM RELATING TO ATTACHED COMPLAINT "EXHIBIT A"
(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 : EXCEEDS $25,000

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) please check one box:

☐ **DOES NOT EXCEED $25,000** ☒ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? INDEMNITY CLAIM AND PROPERTY DAMAGE TO THE BUCHANAN VEHICLE. SEE EXHIBIT "A" ATTACHED.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: Sept 6, 2013 **Signature:**

If signed by representative: QUINN & KRONLUND, LLP

Print Representative's Name MICHAEL C. KRONLUND, ESQ. Telephone (209) 943-3950

Address 509 W. Weber Avenue, Suite 400, Stockton, CA 95203

Relationship to Claimant Attorney

EXHIBIT "A"

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
AUG 22 2013
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY RICHARD MOTHS
DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Jonathan Solorio, Isidro Solorio, Julie Annette Buchanan Hess, Dennis Buchanan, and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Victor Pineda, Bertha Miranda, and Noah Miranda

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
801 10th Street, 4th Floor, Modesto, CA 95354

CASE NUMBER:
(Número del Caso): 2001951

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Dan Farrar (Bar # 155217)
600 E. Main Street, Suite 100, Turlock, CA 95380
Fax No.: (209) 634-5556
Phone No.: (209) 634-5500

DATE: AUG 22 2013
(Fecha)
Clerk, by RICHARD MOTHS, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☑ by personal delivery on *(date):* 8-28-13

DAN FARRAR
Attorney at Law
SBN 155217
P.O. Box 3382
Turlock CA 95381-3382
Telephone (209)634-5500
Facsimile (209)634-5556

Attorney for Plaintiffs

FILED
AUG 22 2013
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
RICHARD MOTHES
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

Victor Pineda, Bertha Miranda, and Noah Miranda Plaintiff, vs. Jonathan Solorio, Isidro Solorio, Julie Annette Buchanan Hess, Dennis Buchanan, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 2001351 COMPLAINT FOR DAMAGES Unlimited Civil

This case has been assigned to Judge ROGER M. BEAUCHESNE for all purposes including Trial. Department 24

Plaintiffs complain and alleges as follows:

1. Plaintiffs are, and at all times herein mentioned were, adults and residents of California. Defendants are, and at all times herein mentioned were, adults and residents of California

2. The true names and capacities of defendants Does 1 through 10, inclusive, are unknown to plaintiff who therefore sues said defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that those defendants sued herein as Does 1 through 10, inclusive, are in some way responsible for the events referred to in this complaint, and will amend this complaint to insert the names and capacities of the defendants when the same have been ascertained.

3. Plaintiffs are informed and believe and therein allege that at all times herein

mentioned, each of the defendants named herein was the agent and employee of each of the remaining defendants, and was acting within the course and scope of said agency and employment.

4. On or about March 12, 2013, defendants, Jonathan Solorio and Julie Annette Hess, were driving and operating motor vehicles on West Monte Vista Avenue in the City of Turlock in Stanislaus County, with the consent (express or implied), permission, and knowledge of defendants, Does 1 through 10, inclusive.

5. At said time and place, defendants, and each of them, as set forth herein, so negligently, carelessly, recklessly, and unlawfully owned, entrusted, controlled, managed, maintained, repaired, drove, and operated their motor vehicles so as to cause a collision in which plaintiff Victor Pineda was injured and damaged as hereinafter described and Alex Miranda, the natural son of plaintiffs Bertha and Noah Miranda, was killed. The collision occurred on West Monte Vista Avenue at the North Walnut Avenue intersection in Turlock, California.

6. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff Victor Pineda has been hurt and injured in health, strength, and activity, sustaining injury to his nervous systems and person, all of which injuries have caused and continue to cause mental, physical, and nervous pain and suffering, and plaintiff is informed and believes and thereon alleges that said injuries will result in serious and permanent injuries. As a result of said injuries, plaintiff has suffered general damages for pain and suffering in an amount according to proof at trial.

7. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff was required to and did employ physicians, surgeons, and health care professionals to examine, treat, and care for him and did incur medical and incidental expenses, and may incur further medical and incidental expenses, in an amount according to proof as the exact amount of such expenses is unknown to plaintiff at this time.

8. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff was unable to work and has suffered

and may continue to suffer a loss of income and/or earning capacity in an amount according to proof as the exact amounts are unknown to plaintiff at this time.

9. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff's personal property was damaged or destroyed in an amount according to proof as the exact amounts are unknown to plaintiff at this time.

10. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiffs Bertha and Noah Miranda lost their son, Alex Miranda, and have suffered, and will continue to suffer, the damages allowed under California law for wrongful death as well as medical costs incurred for the treatment of their son immediately after the accident.

PRAYER

WHEREFORE, plaintiffs pray for judgment as follows:

1. For general damages in an amount according to proof;
2. For medical and incidental expenses, past and future, in an amount according to proof;
3. For loss of income and/or earnings capacity, past and future, in an amount according to proof;
4. For property damage in an amount according to proof;
5. For prejudgment interest, as allowed by law;
6. For costs of suit incurred herein; and,
7. For such other and further relief as the court may deem just and proper under the circumstances.

Dated: August 21, 2013

Dan Farrar
Attorney for Plaintiff

08/28/2013 13:48 FAX 003/003

PROOF OF SERVICE - CCP 1013a(3)

STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

I am employed in the County of San Joaquin, State of California. I am over the age of 18 and not a party to the within action; my business address is 509 West Weber Avenue, Suite 400, Stockton, California 95203-3167.

I served the attached: CLAIM FORM CITY OF TURLOCK- JULIE BUCHANAN HESS

XX **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

KELLIE E. WEAVER, CITY CLERK
CITY OF TURLOCK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380

TELEPHONE: (209) 668-5540

Executed on SEPTEMBER , 2013 at Stockton, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

SWANSON PRIVATE INVESTIGATIONS

Jerry Swanson

SIGNATURE

JERRY SWANSON

PRINT NAME & TITLE

COPY

5R

RECEIVED

SEP 9 2013

City of Turlock
Administrative Services

CLAIM FORM

(Please type or print)

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: Julie Buchanan Hess

SS#: [redacted] **DOB:** 1-10-1971 **Gender:** Male __ Female XX

Claimant's address: P.O. Box 707, Turlock, CA 95381

Claimant's Telephone Number(s): (209) 648-7729

Address where notices about claim are to be sent, if different from above:
QUINN & KRONLUND LLP, 509 W. Weber Ave, Suite 400, Stockton, CA 95203

Date of incident/accident: 03/12/13

Date injuries, damages, or losses were discovered: SUIT FILED AUG. 22, 2013

Location of incident/accident: INTERSECTION OF MONTE VISTA AVENUE AND WALNUT, TURLOCK, CA

What did entity or employee do to cause this loss, damage, or injury? CITY CREATED AND MAINTAINED A DANGEROUS CONDITION AT THE SUBJECT INTERSECTION, FAILED TO PROPERLY ENGINEER, MAINTAIN, OWN, OPERATE, FAILED TO PROVIDE APPROPRIATE WARNINGS AND SIGNALS.
(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)? UNKNOWN

What specific injuries, damages, or losses did claimant receive? PROPERTY DAMAGE TO THE BUCHANAN VEHICLE AND INDEMNITY CLAIM RELATING TO ATTACHED COMPLAINT "EXHIBIT A"
(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 : EXCEEDS $25,000

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) please check one box:

☐ **DOES NOT EXCEED $25,000** ☒ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? INDEMNITY CLAIM AND PROPERTY DAMAGE TO THE BUCHANAN VEHICLE. SEE EXHIBIT "A" ATTACHED.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: Sept 6, 2013 **Signature:**

If signed by representative: QUINN & KRONLUND, LLP
Print Representative's Name MICHAEL C. KRONLUND, ESQ. Telephone (209) 943-3950
Address 509 W. Weber Avenue, Suite 400, Stockton, CA 95203
Relationship to Claimant Attorney

EXHIBIT "A"

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
AUG 22 2013
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY RICHARD MOTHS
DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Jonathan Solorio, Isidro Solorio, Julie Annette Buchanan Hess, Dennis Buchanan, and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Victor Pineda, Bertha Miranda, and Noah Miranda

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

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¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
801 10th Street, 4th Floor, Modesto, CA 95354

CASE NUMBER:
(Número del Caso): 2001951

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Dan Farrar (Bar # 155217)
600 E. Main Street, Suite 100, Turlock, CA 95380
Fax No.: (209) 634-5556
Phone No.: (209) 634-5500

DATE: AUG 22 2013
(Fecha)
Clerk, by RICHARD MOTHS, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☑ by personal delivery on *(date):* 8-28-13

DAN FARRAR
Attorney at Law
SBN 155217
P.O. Box 3382
Turlock CA 95381-3382
Telephone (209)634-5500
Facsimile (209)634-5556

Attorney for Plaintiffs

FILED
AUG 22 2013
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
RICHARD MOTTIS
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

Victor Pineda, Bertha Miranda, and Noah Miranda Plaintiff, vs. Jonathan Solorio, Isidro Solorio, Julie Annette Buchanan Hess, Dennis Buchanan, and DOES 1 through 10, inclusive, Defendants.	CASE NO: 2001951 COMPLAINT FOR DAMAGES Unlimited Civil

This case has been assigned to Judge ROGER M. BEAUCHESNE for all purposes including Trial. Department 24

Plaintiffs complain and alleges as follows:

1. Plaintiffs are, and at all times herein mentioned were, adults and residents of California. Defendants are, and at all times herein mentioned were, adults and residents of California

2. The true names and capacities of defendants Does 1 through 10, inclusive, are unknown to plaintiff who therefore sues said defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that those defendants sued herein as Does 1 through 10, inclusive, are in some way responsible for the events referred to in this complaint, and will amend this complaint to insert the names and capacities of the defendants when the same have been ascertained.

3. Plaintiffs are informed and believe and therein allege that at all times herein

mentioned, each of the defendants named herein was the agent and employee of each of the remaining defendants, and was acting within the course and scope of said agency and employment.

4. On or about March 12, 2013, defendants, Jonathan Solorio and Julie Annette Hess, were driving and operating motor vehicles on West Monte Vista Avenue in the City of Turlock in Stanislaus County, with the consent (express or implied), permission, and knowledge of defendants, Does 1 through 10, inclusive.

5. At said time and place, defendants, and each of them, as set forth herein, so negligently, carelessly, recklessly, and unlawfully owned, entrusted, controlled, managed, maintained, repaired, drove, and operated their motor vehicles so as to cause a collision in which plaintiff Victor Pineda was injured and damaged as hereinafter described and Alex Miranda, the natural son of plaintiffs Bertha and Noah Miranda, was killed. The collision occurred on West Monte Vista Avenue at the North Walnut Avenue intersection in Turlock, California.

6. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff Victor Pineda has been hurt and injured in health, strength, and activity, sustaining injury to his nervous systems and person, all of which injuries have caused and continue to cause mental, physical, and nervous pain and suffering, and plaintiff is informed and believes and thereon alleges that said injuries will result in serious and permanent injuries. As a result of said injuries, plaintiff has suffered general damages for pain and suffering in an amount according to proof at trial.

7. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff was required to and did employ physicians, surgeons, and health care professionals to examine, treat, and care for him and did incur medical and incidental expenses, and may incur further medical and incidental expenses, in an amount according to proof as the exact amount of such expenses is unknown to plaintiff at this time.

8. As a direct and proximate result of the negligence, acts, and/or omissions of defendants, and each of them, as herein alleged, plaintiff was unable to work and has suffered

PROOF OF SERVICE - CCP 1013a(3)

STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

I am employed in the County of San Joaquin, State of California. I am over the age of 18 and not a party to the within action; my business address is 509 West Weber Avenue, Suite 400, Stockton, California 95203-3167.

I served the attached: CLAIM FORM CITY OF TURLOCK- DENNIS BUCHANAN

XX **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

KELLIE E. WEAVER, CITY CLERK
CITY OF TURLOCK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380

TELEPHONE: (209) 668-5540

Executed on SEPTEMBER , 2013 at Stockton, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

SWANSON PRIVATE INVESTIGATIONS

Jerry Swanson

SIGNATURE

Jerry Swanson

PRINT NAME & TITLE

5S

Dan Farrar

Attorney at Law

Telephone 209.634.5500 Facsimile 209.634.5556

September 9, 2013

RECEIVED
SEP 10 2013

Kellie E. Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

RE: *Claim of Bertha and Noah Miranda*

Dear Madam Clerk:

I represent Bertha and Noah Miranda, and present this claim on their behalf. All communications regarding this claim should be with me.

Claimants' names: Bertha and Noah Miranda, 465 Hartvickson Dr. Turlock, 95380

Date of Accident: March 12, 2103 Location: Intersection of N. Walnut Road and Monte Vista Ave.

This claim is based upon an alleged dangerous condition of the intersection, specifically the configuration of the traffic signals and the lack of proper signalization, signal timing and signage, which caused or contributed to a collision between two vehicles, in one of which claimants' son, Alex Miranda, was a passenger. Alex died as a result of the injuries sustained in the accident.

Claimed damages: Wrongful death damages associated with a parent's loss of a child. Loss of care, comfort and society. Ambulance and medical bills in excess of $25,000.

Amount claimed: In excess of $25,000. This would be an unlimited civil case.

Cordially yours,

Dan Farrar

DF/sf

Mailing Address: P.O. Box 3382, Turlock, CA, 95381-3382
Street Address: 600 East Main Street, Suite 100, Turlock, CA, 95380

5T

Dan Farrar

Attorney at Law

Telephone 209.634.5500 Facsimile 209.634.5556

September 9, 2013

RECEIVED
SEP 10 2013
City of Turlock
Administrative Services

Kellie E. Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5456

RE: *Claim of Victor Pineda*

Dear Madam Clerk:

I represent Victor Pineda, and present this claim on his behalf. All communications regarding this claim should be with me.

Claimant's name: Victor Pineda, 825 Mae Street, Turlock, 95380 DOB: 10/17/89

Date of Accident: March 12, 2103 Location: Intersection of N. Walnut Road and Monte Vista Ave.

This claim is based upon an alleged dangerous condition of the intersection, specifically the configuration of the traffic signals and the lack of proper signalization, signal timing and signage, which caused or contributed to a collision between two vehicles, in one of which Mr. Pineda was a passenger.

Claimed damages: Medical expenses, past and future wage loss, general damages for pain and suffering. The specific amounts are unknown at this time.

Amount claimed: In excess of $25,000. This would be an unlimited civil case.

Cordially yours,

Dan Farrar

DF/sf

Mailing Address: P.O. Box 3382, Turlock, CA, 95381-3382
Street Address: 600 East Main Street, Suite 100, Turlock, CA, 95380

54

Council Synopsis

September 24, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a purchase and sale agreement with Turlock Real Estate Investors 1, LLC, for the purchase of one (1) 24,766 square feet of land described as 1525 Dianne Drive (APN 089-019-005), for the realignment of Dianne Drive at Fulkerth Road, in the amount of $247,660 plus half of escrow closing costs, with a total cost not to exceed $250,000

Resolution: Appropriating $250,000 to account number 305-40-440.51270 "Construction" from Fund 305 (Transportation) Reserve for the acquisition of 24,766 square feet of land described as 1525 Dianne Drive (APN 089-019-005), for the realignment of Dianne Drive at Fulkerth Road

2. DISCUSSION OF ISSUE:

In April 2013, the city received approval from Caltrans of its Fulkerth Road and Hwy 99 Project Study Report (PSR). The PSR identifies interchange improvements needed to provide vehicular capacity through build out of the General Plan. Included in the PSR is the requirement to provide a minimum of 400' separation from the HWY 99 southbound on/off ramps to the Dianne Drive along Fulkerth Road. The PSR identified the land purchase required to realign Dianne Drive to the west to achieve the intersection separation.

The property required to realign Dianne Drive is now for sale and staff has negotiated a purchase and sale agreement to acquire the property needed to realign Dianne Drive. The agreement calls for the city to purchase 24,766 square feet of property at $10/SF for a total of $247,660. The agreement also calls for the city to pay for half of the escrow costs and the accompanying resolution requests appropriation of $250,000 to cover the purchase and escrow costs.

In addition to the purchase of the property, staff will bring forward a request to abandon the old Dianne Drive alignment in accordance with state law. The city will also be working with the property owner to record a lot line adjustment that will set aside the land that is required for the southbound on-ramp. The city is unable to purchase that piece now as Caltrans will not allow that transaction until the environmental work has been completed for that acquisition. Once Caltrans gives us authorization to acquire that property, staff will negotiate a deal and bring that transaction to council for approval.

Following acquisition of the Dianne Drive property, staff will design the improvement which will include the realignment of Dianne Drive and signalization of Dianne/Automall and Fulkerth intersection.

3. BASIS FOR RECOMMENDATION:

A) All purchases of real property must be approved by the city council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact $250,000 in funds from account number 305-40-440.51270

Budget Amendment: Transfer of $250,000 from Fund 305 (Transportation) Reserve to account number 305-40-440.51270

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Resolution No. 2007-212 (Exhibit "A") stated that property acquisition of this nature shall not be required to follow the provisions of Government Code 65402(a) as this project is a re-alignment of a minor nature.

7. ALTERNATIVES:

The Council could choose to not approve the purchase.

EXHIBIT A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF PROVIDING THAT SECTION 65402(a) OF THE CALIFORNIA GOVERNMENT CODE (GENERAL PLAN CONFORMITY) DOES NOT APPLY TO CERTAIN ROAD-RELATED PROPERTY ACQUISITIONS, DISPOSITIONS, AND ABANDONMENTS	**RESOLUTION NO. 2007-212**

WHEREAS, Government Code Section 65402(a) states "no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof"; and

WHEREAS, Government Code Section 65402(a) further states "If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature; and

WHEREAS, the Turlock City Council finds that time and resources can be saved by adopting a resolution exempting street and road acquisitions, dispositions, and abandonments, as described above, from this requirement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby provides that the provisions of Government Code Section 65402(a) shall not apply to:

(1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
(2) acquisitions, dispositions, or abandonments for street widening; or
(3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of August, 2007, by the following vote:

AYES:	Councilmembers Hatcher, Howze, Spycher, Vander Weide and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee

Rhonda Greenlee, CMC
City Clerk, City of Turlock, County of Stanislaus, State of California

PURCHASE AND SALE AGREEMENT
between
TURLOCK REAL ESTATE INVESTORS 1, LLC
and
THE CITY OF TURLOCK

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 24th day of September 2013 (hereinafter "Effective Date") between **TURLOCK REAL STATE INVESTORS 1, LLC** (hereinafter "Seller") and **THE CITY OF TURLOCK**, a municipal corporation (hereinafter "Buyer").

RECITALS

WHEREAS, Seller is owner in fee of real property located at 1525 Dianne Drive also known as (APN # 089-019-005-000) in Turlock, California, more fully described on Exhibit "A" attached hereto; and

WHEREAS, Buyer desires to purchase a portion of the Property as detailed on Exhibit "B" attached hereto; and

WHEREAS, Seller is willing to sell Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within thirty (30) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the thirty (30) day period. The parties, by extension in escrow, may extend the escrow beyond the thirty (30) day period. It is the desire of the parties to close escrow as soon as possible.

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller to Buyer. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer to carry out the duties ascribed to Escrow Holder herein.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the "general provisions" of Escrow Holder's pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II
AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property as described in Exhibit "B".

2.02 Total Purchase Price. The total purchase price for the Property shall be for the amount of **$ 247,660.00** (Two Hundred Forty Seven Thousand Six Hundred Sixty and no/100ths Dollars) payable at the time of title transfer.

2.03 Contingencies. The sale is contingent upon:

(a) City Council approval and ratification of this Agreement;
(b) The property shall have all occupants removed/relocated from the property prior to the close of escrow.

ARTICLE III
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of

the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V
ESCROW CLOSING COSTS

5.01 All costs of escrow shall be paid equally (50-50) by the Seller and Buyer.

ARTICLE VI
TITLE INSURANCE

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII
ESCROW PROVISIONS

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be affected through an escrow opened by Buyer at Stewart Title of California, Inc., 2030 W. Monte Vista Avenue, Turlock CA 95382.

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

(a) Buyer shall have deposited with an Escrow Holder the total amount specified in section 2.02;

(b) City Council's approval and ratification of this Agreement;

(c) Buyer shall not be in breach or default of any provision herein;

(d) Buyer's warranties and representations as set forth herein are true as of the close of escrow;

(e) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;

(f) Seller shall not be in breach or default of any provision herein;

(g) A finding by the Turlock Planning Commission that acquisition of the property is in conformity with the City of Turlock's General Plan;

(h) Seller's warranties and representations as set forth herein are true as of the close of escrow;

(i) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement; and

(j) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

7.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

(a) A grant deed or deeds to the property;

(b) A properly executed Tenant Estoppel Certificate in a form approved by Buyer;

(c) Such other documents necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

(a) The amount set forth in section 2.02;

(b) Such other documents which are necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

(a) Record the grant deed;

(b) Prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;

(c) Deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;

(d) Deliver to Seller the amount set forth in Section 2.02; and

(e) Perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

(a) To Seller, a proposed and final Seller's closing statement;

(b) To Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;

(c) To Seller, recorded copies of the deed;

(d) To Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate referred to in section 7.03(b) above; and

(e) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE VIII
ENVIRONMENTAL SURVEY

8.01 During the terms of this Agreement, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or

resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

ARTICLE IX
WAIVER OF PROVISIONS

9.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE X
NOTICES

10.01 Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER: Turlock Real Estate Investors 1, LLC
P.O. Box 3269
Saratoga CA 95070

TO BUYER: City Manager
City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380-5454
Phone: (209) 668-5540
Fax: (209) 668-5668

ARTICLE XI
BINDING EFFECT

11.01 This Agreement is binding upon the heirs, executors, successors, and assigns of the parties.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

12.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

12.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

12.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

12.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

12.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

12.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

12.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

12.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

12.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

IN WITNESS WHEREOF, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TURLOCK REAL ESTATE INVESTORS 1, LLC

By: _____
Ronnie Lott, Managing Member

By: _____

By: _____

EXHIBIT A

LEGAL DESCRIPTION

The parcel described in Grant Deed filed as Document No. 2008-0106376-00 in Stanislaus County Records. Located in a portion of the west half of northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California.

LICENSED LAND SURVEYOR
RICHARD K. FULTZ
EXP. 12-31-14
NO. 7604
STATE OF CALIFORNIA

9 - 17 - 13

EXHIBIT A
Existing Parcel

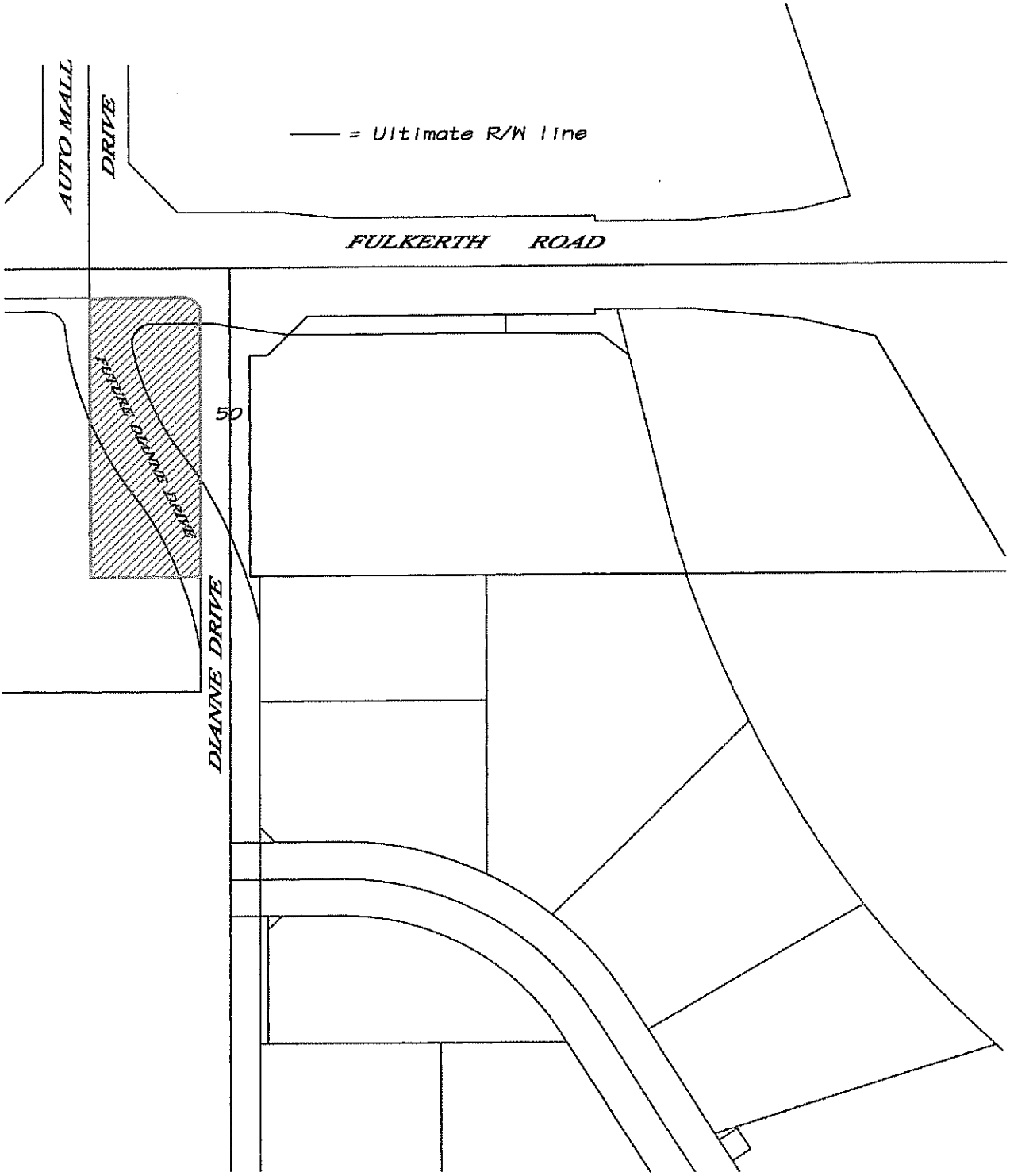


EXHIBIT B

LEGAL DESCRIPTION

A portion of the Parcel described in Grant Deed filed as Document No. 2008-0106376-00 in Stanislaus County Records. Located in a portion of the west half of northwest quarter of Section 16, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the northeast corner of said west half of the northwest quarter of Section 16; thence North 89°57'47" West along the north line of said west half of northwest quarter of Section 16, a distance of 142.30 feet to the northerly extension of the west line of said Parcel; thence South 0°10'17" West along said northerly extension of the west line of said Parcel, a distance of 30.00 feet to the existing south right-of-way line of Fulkerth Road, being the Point of Beginning; thence South 0°10'17" West along said west line of Parcel, a distance of 240.00 feet to the beginning of a curve concave to the east ; thence southerly along the arc said curve 45.02 feet having a radius of 1000.00 feet and a central angle of 2°34'47" to the southwest corner of said Parcel; thence South 89°58'15" East along the south line of said Parcel, a distance of 111.29 feet to the existing west right-of-way of Dianne Drive; thence North 0°10'17" East along said existing west right-of-way of Dianne Drive, a distance of 100.11 feet to the beginning of a non-tangent curve to which a radial lines bears North 53°11'19" East from the center, concave to the southwest; thence northwesterly along the arc said non-tangent curve 19.48 feet having a radius of 338.00 feet and a central angle of 3°18'09" to a point of reverse curve; thence northwesterly along the arc of said reverse curve 132.06 feet having a radius of 262.00 feet and a central angle of 28°52'50" to a point of compound curve; thence northeasterly along the arc of said compound curve 35.35 feet having a radius of 20.00 feet and a central angle of 101°16'13" to a line parallel with and 58.00 feet south of said north line of west half of northwest quarter of Section 16; thence South 89°57'47" East along said line parallel with and 58.00 feet south of north line of west half of northwest quarter of Section 16,

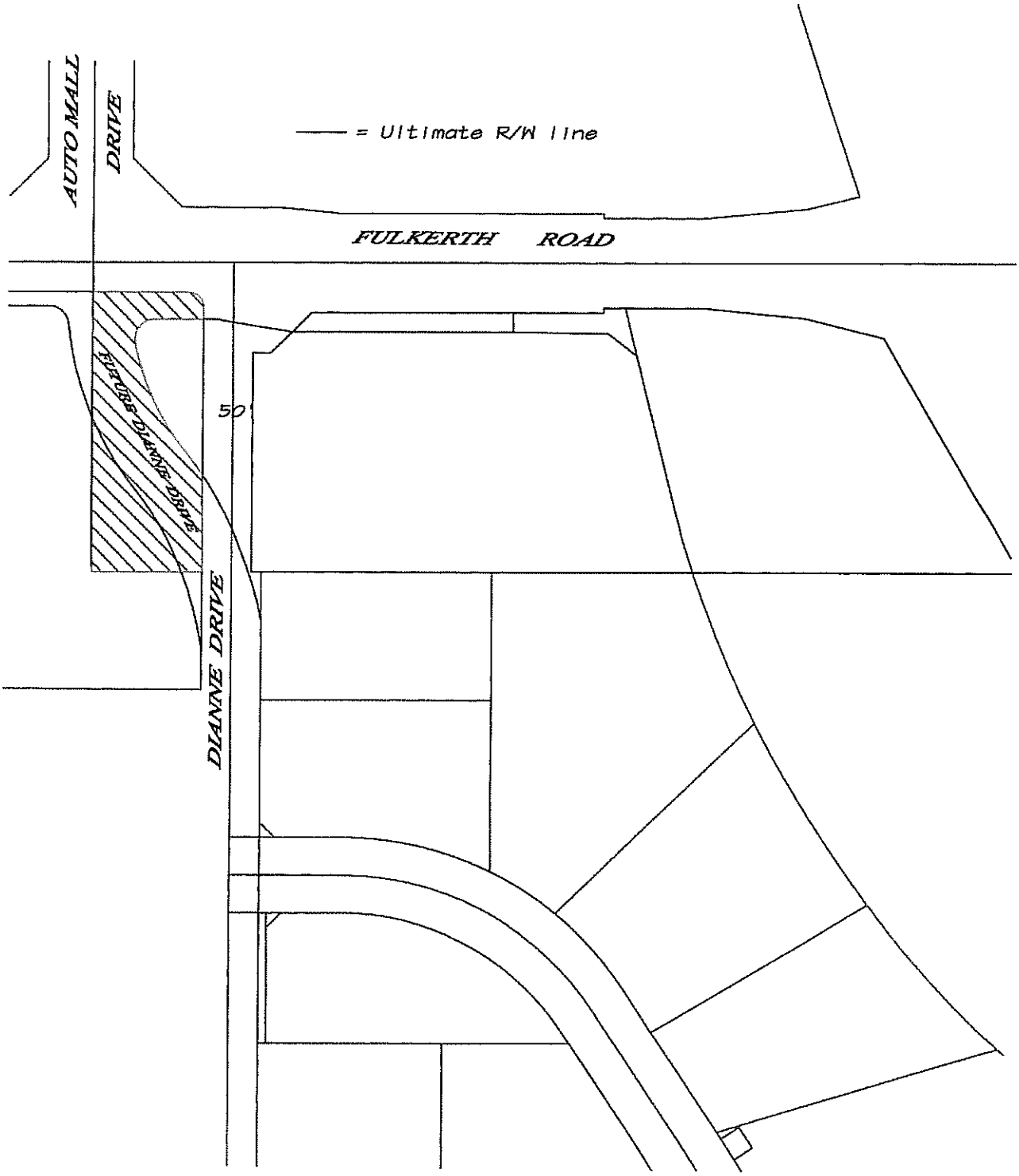
a distance of 49.57 feet to said existing west right-of-way of Dianne Drive; thence North 0°10'17" East along said existing west right-of-way of Dianne Drive, a distance of 12.98 feet to the beginning of a curve concave to the southwest; thence northwesterly along the arc of said curve 23.60 feet having a radius of 15.00 feet and a central angle of 90°08'04" to said existing south right-of-way line of Fulkerth Road; thence North 89°57'47" West along said existing south right-of-way line of Fulkerth Road, a distance of 97.26 feet to the point of beginning.

LICENSED LAND SURVEYOR
RICHARD K. FULTZ
EXP. 12-31-14
NO. 7804
STATE OF CALIFORNIA

Rhd Kfz

9-17-13

EXHIBIT B
Parcel for Future Dianne



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $250,000 TO ACCOUNT NUMBER 305-40-440.51270 "CONSTRUCTION" FROM FUND 305 (TRANSPORTATION) RESERVE FOR THE ACQUISITION OF 24,766 SQUARE FEET OF LAND DESCRIBED AS 1525 DIANNE DRIVE (APN 089-019-005), FOR THE REALIGNMENT OF DIANNE DRIVE AT FULKERTH ROAD	}	**RESOLUTION NO. 2013-**

WHEREAS, the City's Capital Facilities Fee Program calls for the realignment and signalization of Dianne Drive at Fulkerth Road with alignment to Auto Mall Drive; and

WHEREAS, the property is currently used for agricultural use and has recently been put on the real estate market; and

WHEREAS, it is staff's desire to acquire the property for the construction of the Capital Facility Fee project improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $250,000 to account number 305-40-440.51270 "Construction" from Fund 305 (Transportation) Reserve for the acquisition of 24,766 square feet of land described as 1525 Dianne Drive (APN 089-019-005), for the realignment at Dianne Drive at Fulkerth Road.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

7A

Council Synopsis

September 24, 2013

From: Chief Tim Lohman

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Goal(s): 1(a)(i) Nuisance abatement

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment
Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR ABATEMENT COSTS AND ESTABLISHING A LIEN FOR PAYMENT	}	**RESOLUTION NO. 2013-**

WHEREAS, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

WHEREAS, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

WHEREAS, the City Council has heard objections to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of September, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
EDDIE FRANKS PO BOX 697 ATWATER CA 95301	1042 SOUTH BERKELEY AVE	7/31/13	043-062-086-000	$44.49
EDDIE FRANKS PO BOX 697 ATWATER CA 95301	1052 SOUTH BERKELEY AVE	7/31/13	043-062-087-000	$35.47
MICHAEL STEVEN HANDLEY 460 VASSAR AVE TURLOCK CA 95382	460 VASSAR AVE	6/14/13	072-030-034-000	$434.12
MARY JO MEIRINHO 2818 SHOEMAKER AVE MODESTO CA 95385	232 EAST TUOLUMNE	6/5/13	072-026-063-000	$133.76
AMIR CHAUDRY 137 SHOOTING STAR ISLE FOSTER CITY CA 94404	0 MARYANN DRIVE	3/28/13 & 3/29/13	089-014-036-000	$1,204.78
ANTONIA ALBOR 296 ANGELUS ST TURLOCK CA 95380	296 ANGELUS ST	6/6/13	050-031-028-000	$260.70
ANGIE ALANIZ 1600 BACKUS LN TURLOCK CA 95380	1660 BACKUS LN	6/11/13	043-061-017-000	$260.70
SEVERINA CANILAO 1180 HILLSIDE BLVD DALY CITY CA 94014	881 WEST MAIN ST	7/1/13	061-004-068-000	$359.56
DEBBIE ALBERTO ET AL PO BOX 2398 TURLOCK CA 95381	500 NORTH THOR ST	7/1/13	061-023-012-000	$455.72
SECRETARY OF VETERANS AFFAIRS OF THE UNITED STATES PO BOX 942895 SACRAMENTO CA 94295	1690 LARKSPUR PL	7/16/13	043-030-046-000	$210.01
JASWINDER SINGH ET AL 3104 WALTHAM WAY MODESTO CA 95350	0 WEST BEECH AND OLIVE	7/16/13	061-015-032-000	$808.01