City Council Agenda

SEPTEMBER 23, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
William DeHart, Jr. **Forrest White**
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: None

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES: None

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

A. *Resolution*: Accepting Demands of 8/21/14 in the amount of $968,693.58; Demands of 8/28/14 in the amount of $1,399,094.44

B. *Motion*: Accepting Minutes of Regular Meeting of September 9, 2014

C. 1. *Motion*: Approving Contract Change Order No. 2 (Final) in the amount of $29,169.70 (Fund 215) for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," bringing the contract total to $400,243.70
2. *Motion*: Accepting improvements for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Making the determination that City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," is exempt from the provisions of CEQA in accordance with Section 15302(c) "Replacement or Reconstruction"
2. *Motion*: Awarding bid and approving an agreement in the amount of $15,260 (Fund 410) with Hensley's Paving & General Engineering, Inc., of Hickman, California, for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive"

E. 1. *Motion*: Making the determination that City Project No. 14-41, "Rube Boesch Center HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301(d) "Existing Facilities"
2. *Motion*: Awarding bid and approving an agreement in the amount of $5,330 (Fund 301) with Champion Industrial Contractors, Inc., Modesto, California, for City Project No. 14-41, "Rube Boesch Center HVAC Improvements"

F. *Resolution*: Declaring the Intention to Order Annexation No. 21 to Existing Community Facilities District No. 2 (Services Mitigation)

G. *Resolution*: Approving the purchase of six (6) marked black and white replacement police vehicles for Turlock Police Department from Downtown Ford Sales of Sacramento, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, from account number 506-00-000-213.51020 "Equipment Replacement" in an amount not to exceed the FY 2014-15 budgeted vehicle replacement amount of $276,000, or $46,000 per vehicle

H. *Resolution*: Authorizing the purchase of forty-eight (48) replacement modems for Police and Fire Mobile Data Computers from CDW-G and installation services from Delta Wireless from Fund 112-10-116.51144 "MDC Modem" in an amount not to exceed $58,000, and authorizing the City Manager to sign all documents related to the purchase and installation

I. 1. *Motion*: Authorizing the City Manager to execute the service maintenance agreement with Kone, Inc., to provide full preventive maintenance for Turlock Public Safety Facility elevators in a total authorized amount not to exceed $6,300 annually, and $31,500 for 5 years

2. *Resolution*: Appropriating $5,000 to 110-20-200.43125_004 "Maintenance Elevator/Inspection," funded by a transfer from Fund 110 "General Fund" reserve balance, for the annual elevator maintenance and inspections

J. *Motion*: Approving the renewal of an Independent Contract between the City of Turlock and Kidz Love Soccer, Inc., to offer youth soccer classes

K. *Motion*: Affirming the City Manager's action of having signed and submitted a renewal agreement with Charter Business for public view digital cable television services with automatic renewal for successive one-month terms unless either party terminates, in an amount estimated to be $2,793 in FY 14-15

6. FINAL READINGS

A. ***Recommended Action*:**
Ordinance: Adding Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control as introduced at the September 9, 2014 meeting.

B. ***Recommended Action*:**
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration as introduced at the September 9, 2014 meeting.

C. ***Recommended Action*:**
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank as introduced at the September 9, 2014 meeting.

7. PUBLIC HEARINGS: None

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

8. SCHEDULED MATTERS

A. Request to approve the Fiscal Year 2013-14 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. (*Pitt*)

***Recommended Action*:**
Motion: Approving the Fiscal Year 2013-14 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

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

12. ADJOURNMENT

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 8/21/14 IN THE AMOUNT OF $968,693.58; DEMANDS OF 8/28/14 IN THE AMOUNT OF 1,399,094.44

RESOLUTION NO. 2014-

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:
8/21/14	$968,693.58
8/28/14	$1,399,094.44

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, 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: 8/15/2014 - To Payment Date: 8/21/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
98912	08/21/2014	Open			Licensing Refund	USDC FRESNO 2 INC	$150.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$150.00			
98913	08/21/2014	Open			Accounts Payable	ADDED SPACE STORAGE INC	$720.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$720.00			
98914	08/21/2014	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	$4,726.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,726.00			
98915	08/21/2014	Open			Accounts Payable	ALTA PLANNING + DESIGN, INC.	$48,129.37		
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$48,129.37			
98916	08/21/2014	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$65.09		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$65.09			
98917	08/21/2014	Open			Accounts Payable	AT & T	$778.96		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$778.96			
98918	08/21/2014	Open			Accounts Payable	AT&T / CALNET 2	$937.58		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$348.80			
	255 - CDBG			255.11000 (Cash)		$79.05			
	405 - Building			405.11000 (Cash)		$56.29			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$215.95			
	420 - WATER			420.11000 (Cash)		$215.95			
	502 - Engineering			502.11000 (Cash)		$21.54			
98919	08/21/2014	Open			Accounts Payable	BADGER METER INC	$4,043.63		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$4,043.63			
98920	08/21/2014	Open			Accounts Payable	BLX GROUP LLC	$2,250.00		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$2,250.00			
98921	08/21/2014	Open			Accounts Payable	CHARTER COMMUNICATIONS	$558.99		

City of Turlock

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$49.99	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$110.00	
	501 - Information Technology	501.11000 (Cash)			$399.00	
98922	08/21/2014 Open		Accounts Payable	CINCINNATI LIFE INS INC		$820.10
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$820.10	
98923	08/21/2014 Open		Accounts Payable	CITY OF TURLOCK - CASH		$101.68
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$34.00	
	405 - Building	405.11000 (Cash)			$40.68	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9.45	
	420 - WATER	420.11000 (Cash)			$17.55	
98924	08/21/2014 Open		Accounts Payable	CITY OF TURLOCK - UT		$37.68
	Paying Fund	Cash Account			Amount	
	255 - CDBG	255.11000 (Cash)			$37.68	
98925	08/21/2014 Open		Accounts Payable	CODE PUBLISHING COMPANY		$444.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$444.00	
98926	08/21/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN C		$77,804.03
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$77,804.03	
98927	08/21/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN-		$4,220.12
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$4,220.12	
98928	08/21/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN/		$1,955.09
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$1,955.09	
98929	08/21/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN=		$134,297.86
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$134,297.86	
98930	08/21/2014 Open		Accounts Payable	CUSTOM LOCKSMITH & ALARM INC		$946.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$946.00	
98931	08/21/2014 Open		Accounts Payable	DELTA WIRELESS & NETWORK		$31,419.00
	Paying Fund	Cash Account			Amount	

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	116 - Special Public Safety	116.11000 (Cash)			$31,419.00
98932	08/21/2014 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$3,785.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,785.00
98933	08/21/2014 Open		Accounts Payable	DULEY'S LANDSCAPING INC	$2,124.22
	Paying Fund	Cash Account			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$2,124.22
98934	08/21/2014 Open		Accounts Payable	ECONOMIC & PLANNING INC	$4,700.00
	Paying Fund	Cash Account			Amount
	705 - NW Triangle Mello Roos (CFD #1)	705.11000 (Cash)			$4,700.00
98935	08/21/2014 Open		Accounts Payable	ECONOMIC & PLANNING INC	$2,152.50
	Paying Fund	Cash Account			Amount
	411 - Storm Drainage Construction	411.11000 (Cash)			$2,152.50
98936	08/21/2014 Open		Accounts Payable	ECONOMIC & PLANNING INC	$2,747.50
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,747.50
98937	08/21/2014 Open		Accounts Payable	EQUIFAX	$34.51
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$34.51
98938	08/21/2014 Open		Accounts Payable	FARIA, JAMIE	$242.00
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$242.00
98939	08/21/2014 Open		Accounts Payable	FASTENAL COMPANY INC	$19.94
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$19.94
98940	08/21/2014 Open		Accounts Payable	FEDERAL EXPRESS	$209.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$209.10
98941	08/21/2014 Open		Accounts Payable	FRANTZ WHOLESALE NURSERY LLC	$1,559.49
	Paying Fund	Cash Account			Amount
	225 - Transportation Tax	225.11000 (Cash)			$1,559.49
98942	08/21/2014 Open		Accounts Payable	GRAINGER INC, W W	$214.34
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$214.34
98943	08/21/2014 Open		Accounts Payable	GSJSA	$2,938.00
	Paying Fund	Cash Account			Amount

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	110 - General Fund	110.11000 (Cash)		$2,938.00	
98944	08/21/2014 Open	Accounts Payable	HACH COMPANY		$275.79
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$275.79	
98945	08/21/2014 Open	Accounts Payable	HORIZON WATER & ENVIR LLC		$3,246.25
	Paying Fund	Cash Account		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$3,246.25	
98946	08/21/2014 Open	Accounts Payable	INDEPENDENT ELECTRIC INC		$986.40
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$675.89	
	420 - WATER	420.11000 (Cash)		$310.51	
98947	08/21/2014 Open	Accounts Payable	LONG BEACH BMW MOTORCYCLES		$85,993.05
	Paying Fund	Cash Account		Amount	
	112 - GF Reserve for Capital Purchases	112.11000 (Cash)		$85,993.05	
98948	08/21/2014 Open	Accounts Payable	MADRUGA BROS ENT INC		$483.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$388.50	
	217 - Streets - Gas Tax	217.11000 (Cash)		$3.50	
	255 - CDBG	255.11000 (Cash)		$3.50	
	405 - Building	405.11000 (Cash)		$7.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$59.50	
	420 - WATER	420.11000 (Cash)		$10.50	
	502 - Engineering	502.11000 (Cash)		$10.50	
98949	08/21/2014 Open	Accounts Payable	MAZE & ASSOCIATES		$21,157.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$21,157.00	
98950	08/21/2014 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$487.19
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$435.83	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$25.68	
	420 - WATER	420.11000 (Cash)		$25.68	
98951	08/21/2014 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$125.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$125.00	
98952	08/21/2014 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$143.22
	Paying Fund	Cash Account		Amount	

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	502 - Engineering	502.11000 (Cash)		$143.22	
98953	08/21/2014 Open		Accounts Payable	MODESTO MACHINE WORKS	$45.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$45.00	
98954	08/21/2014 Open		Accounts Payable	NAPA AUTO PARTS	$124.76
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		($21.02)	
	205 - Sports Facilities	205.11000 (Cash)		$9.69	
	217 - Streets - Gas Tax	217.11000 (Cash)		($24.22)	
	246 - Landscape Assessment	246.11000 (Cash)		$1.28	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$159.03	
98955	08/21/2014 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$318.72
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$318.72	
98956	08/21/2014 Open		Accounts Payable	NEXT LEVEL PARTS INC	$286.41
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$286.41	
98957	08/21/2014 Open		Accounts Payable	P G & E	$15,926.85
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,983.93	
	217 - Streets - Gas Tax	217.11000 (Cash)		$8.66	
	255 - CDBG	255.11000 (Cash)		$1.23	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$200.07	
	426 - Transit - Fixed Route	426.11000 (Cash)		$15.01	
	505 - Fleet	505.11000 (Cash)		$11,717.95	
98958	08/21/2014 Open		Accounts Payable	PACE SUPPLY CORPORATION	$490.77
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$490.77	
98959	08/21/2014 Open		Accounts Payable	PARK MD, VERNON G	$600.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$600.00	
98960	08/21/2014 Open		Accounts Payable	PAUL'S PAINT COMPANY	$141.77
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$141.77	
98961	08/21/2014 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$9,497.98
	Paying Fund	Cash Account		Amount	

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	110 - General Fund		110.11000 (Cash)		$3,165.99	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,165.99	
	420 - WATER		420.11000 (Cash)		$3,166.00	
98962	08/21/2014	Open	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP		$13,667.70
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$13,667.70	
98963	08/21/2014	Open	Accounts Payable	QUEST DIAGNOSTICS		$173.58
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$173.58	
98964	08/21/2014	Open	Accounts Payable	RANDIK PAPER CO		$609.90
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$609.90	
98965	08/21/2014	Open	Accounts Payable	REED INC, GEORGE		$677.03
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
	420 - WATER		420.11000 (Cash)		($22.97)	
98966	08/21/2014	Open	Accounts Payable	REED INC, GEORGE		$22,207.81
	Paying Fund		Cash Account		Amount	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$22,207.81	
98967	08/21/2014	Open	Accounts Payable	RICHARDS WATSON & GERSHON		$819.00
	Paying Fund		Cash Account		Amount	
	621 - Successor Agency - Non LMI		621.11000 (Cash)		$819.00	
98968	08/21/2014	Open	Accounts Payable	ROLAND PHD,JOCELYN E		$4,125.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$4,125.00	
98969	08/21/2014	Open	Accounts Payable	SIEMENS INDUSTRY INC		$1,190.00
	Paying Fund		Cash Account		Amount	
	216 - Streets - Local Transportation		216.11000 (Cash)		$1,190.00	
98970	08/21/2014	Open	Accounts Payable	SIERRA CHEMICAL CO		$7,144.10
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7,144.10	
98971	08/21/2014	Open	Accounts Payable	SOUTHWEST SCHOOL &		$685.31
	Paying Fund		Cash Account		Amount	
	270 - Recreation Grants		270.11000 (Cash)		$685.31	
98972	08/21/2014	Open	Accounts Payable	SPRINT		$873.65
	Paying Fund		Cash Account		Amount	

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	110 - General Fund		110.11000 (Cash)		$228.44	
	205 - Sports Facilities		205.11000 (Cash)		$143.18	
	217 - Streets - Gas Tax		217.11000 (Cash)		$91.56	
	246 - Landscape Assessment		246.11000 (Cash)		$29.19	
	270 - Recreation Grants		270.11000 (Cash)		$21.03	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$169.23	
	420 - WATER		420.11000 (Cash)		$137.37	
	505 - Fleet		505.11000 (Cash)		$53.65	
98973	08/21/2014	Open	Accounts Payable	STANISLAUS CTY SHERIFF		$1,077.17
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$1,077.17	
98974	08/21/2014	Open	Accounts Payable	SUPPORT PAYMENT CLEARING		$439.13
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$439.13	
98975	08/21/2014	Open	Accounts Payable	T I D		$184,608.89
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$8,764.42	
	216 - Streets - Local Transportation		216.11000 (Cash)		$25,969.94	
	255 - CDBG		255.11000 (Cash)		$11.72	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$147,658.64	
	420 - WATER		420.11000 (Cash)		$2,204.17	
98976	08/21/2014	Open	Accounts Payable	TOWER ENTERPRISE		$2,078.56
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$2,078.56	
98977	08/21/2014	Open	Accounts Payable	TURLOCK CHAMBER COMMERCE		$1,856.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,856.00	
98978	08/21/2014	Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$200,000.00	
98979	08/21/2014	Open	Accounts Payable	TURLOCK UNIFIED		$2,160.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$2,160.00	
98980	08/21/2014	Open	Accounts Payable	UNION PACIFIC RAILROAD		$268.82
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$268.82	
98981	08/21/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC		$244.87

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$244.87	
98982	08/21/2014 Open		Accounts Payable	VERIZON WIRELESS		$1,459.82
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$876.95	
	405 - Building	405.11000 (Cash)			$85.29	
	502 - Engineering	502.11000 (Cash)			$497.58	
98983	08/21/2014 Open		Accounts Payable	VINE & SONS INC, ER		$904.05
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$150.68	
	205 - Sports Facilities	205.11000 (Cash)			$150.67	
	217 - Streets - Gas Tax	217.11000 (Cash)			$75.33	
	246 - Landscape Assessment	246.11000 (Cash)			$75.33	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$226.02	
	420 - WATER	420.11000 (Cash)			$75.34	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$75.34	
	426 - Transit - Fixed Route	426.11000 (Cash)			$75.34	
98984	08/21/2014 Open		Accounts Payable	VISION SERVICE PLAN CA		$7,671.06
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$7,671.06	
98985	08/21/2014 Open		Accounts Payable	WEST STEEL & PLASTIC		$68.13
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$68.13	
98986	08/21/2014 Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC		$469.25
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$469.25	
98987	08/21/2014 Open		Accounts Payable	WOOD CONSTRUCTION INC, DA		$611.29
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$700.00	
	420 - WATER	420.11000 (Cash)			($88.71)	
98988	08/21/2014 Open		Accounts Payable	APEX TILE		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
98989	08/21/2014 Open		Accounts Payable	BAWCUM, JESSE		$116.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$116.71	
98990	08/21/2014 Open		Accounts Payable	BRAYTON & SONS INC, C T		$1,401.00

City of Turlock

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,401.00	
98991	08/21/2014 Open		Accounts Payable	CAMP SAN LUIS OBISPO		$827.77
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$827.77	
98992	08/21/2014 Open		Accounts Payable	DUSEL, JOSEPH		$116.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$116.71	
98993	08/21/2014 Open		Accounts Payable	FOSTER, JOANNE		$102.26
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$51.13	
	420 - WATER	420.11000 (Cash)			$51.13	
98994	08/21/2014 Open		Accounts Payable	FRANKLIN, ANNA		$18.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
98995	08/21/2014 Open		Accounts Payable	GARCIA, KAYLA		$18.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
98996	08/21/2014 Open		Accounts Payable	GOMEZ, MARK		$600.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$600.00	
98997	08/21/2014 Open		Accounts Payable	HALL, DAVID		$116.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$116.71	
98998	08/21/2014 Open		Accounts Payable	HEDGECOCK INC, G		$559.11
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$700.00	
	420 - WATER	420.11000 (Cash)			($140.89)	
98999	08/21/2014 Open		Accounts Payable	HERNANDEZ, DOMINIC		$116.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$116.71	
99000	08/21/2014 Open		Accounts Payable	LAZAR, JOHN		$141.33
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$141.33	
99001	08/21/2014 Open		Accounts Payable	LEWIS, CLIFF		$116.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$116.71	

City of Turlock

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

99002	08/21/2014	Open	Accounts Payable	MACHADO, LUCY	$18.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00
99003	08/21/2014	Open	Accounts Payable	MCMIHELK, QUERAY	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99004	08/21/2014	Open	Accounts Payable	MEDLIN, LEE	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99005	08/21/2014	Open	Accounts Payable	NATIONAL DEMOGRAPHICS CORPORATION	$29,250.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$29,250.00
99006	08/21/2014	Open	Accounts Payable	PARMLEY, MICHAEL	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99007	08/21/2014	Open	Accounts Payable	RODRIGUES, STEVE	$170.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$170.00
99008	08/21/2014	Open	Accounts Payable	RODRIGUEZ, IAN	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99009	08/21/2014	Open	Accounts Payable	RODRIGUEZ, JOSEPH	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99010	08/21/2014	Open	Accounts Payable	RUSH, DEVIN	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99011	08/21/2014	Open	Accounts Payable	SPENCER, THOMAS	$18.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00
99012	08/21/2014	Open	Accounts Payable	STAPLER, MICHAEL	$116.71
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$116.71
99013	08/21/2014	Open	Accounts Payable	TDR	$642.11
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$700.00

Payment Register

From Payment Date: 8/15/2014 - To Payment Date: 8/21/2014

	420 - WATER		420.11000 (Cash)			($57.89)	
99014	08/21/2014	Open		Accounts Payable	THETA CHI FRATERNITY		$200.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$200.00	
99015	08/21/2014	Open		Accounts Payable	ULRICH, MATTHEW		$116.71
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$116.71	
99016	08/21/2014	Open		Accounts Payable	WATSON, JASON		$116.71
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$116.71	
99017	08/21/2014	Open		Accounts Payable	WESTSIDE LANDSCAPE & CONCRETE		$990.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$990.00	
99018	08/21/2014	Open		Accounts Payable	WILSON, ELENA		$53.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$53.00	
Type Check Totals:				107 Transactions			$968,693.58

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	$968,693.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	107	$968,693.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	$968,693.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	107	$968,693.58	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**107**	**$968,693.58**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**

	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	107	$968,693.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	$968,693.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	107	$968,693.58	$0.00

City of Turlock

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
99019	08/22/2014	Open			Accounts Payable	US BANK-VISA	$80,966.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$31,890.23		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$383.59		
	205 - Sports Facilities			205.11000 (Cash)			$2,239.96		
	216 - Streets - Local Transportation			216.11000 (Cash)			$1,379.76		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,943.39		
	225 - Transportation Tax			225.11000 (Cash)			$1,444.33		
	242 - Computer Replacement			242.11000 (Cash)			$4,478.04		
	246 - Landscape Assessment			246.11000 (Cash)			$446.10		
	255 - CDBG			255.11000 (Cash)			$485.55		
	265 - Fire Department Grants			265.11000 (Cash)			$56.20		
	266 - Police Services Grants			266.11000 (Cash)			$2,350.34		
	270 - Recreation Grants			270.11000 (Cash)			$395.40		
	405 - Building			405.11000 (Cash)			$568.02		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$15,623.27		
	420 - WATER			420.11000 (Cash)			$2,691.84		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			$755.07		
	426 - Transit - Fixed Route			426.11000 (Cash)			$500.00		
	501 - Information Technology			501.11000 (Cash)			$10,699.95		
	502 - Engineering			502.11000 (Cash)			$1,802.07		
	505 - Fleet			505.11000 (Cash)			$833.44		
99020	08/25/2014	Open			Utility Management Refund	CLEMENS, ANALI	$325.60		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$325.60		
99021	08/25/2014	Open			Utility Management Refund	DHINDSA, ASHRAJ	$215.20		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$215.20		
99022	08/25/2014	Open			Utility Management Refund	JORGENSEN, FRANK	$231.07		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$231.07		
99023	08/25/2014	Open			Utility Management	LOPEZ, EMMA, L	$200.14		

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

				Refund		
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$200.14
99024	08/25/2014	Open		Utility Management Refund	MORRIS, PATRICK, LOWELL	$135.01
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$135.01
99025	08/25/2014	Open		Utility Management Refund	PEREZ, TABITHA, BETH	$276.00
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$0.84
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1.43
	420 - WATER		420.11000 (Cash)			$273.73
99026	08/25/2014	Open		Utility Management Refund	STALLINGS, COURTNEY	$232.81
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$232.81
99027	08/25/2014	Open		Utility Management Refund	STEELEY, ELIZABETH	$655.99
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$655.99
99028	08/28/2014	Open		Utility Management Refund	AMARANT, LISA	$73.41
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$73.41
99029	08/28/2014	Open		Utility Management Refund	CHOI, CHEONSIK	$207.74
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$207.74
99030	08/28/2014	Open		Utility Management Refund	DRISCOLL, JAMES	$222.30
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$222.30
99031	08/28/2014	Open		Utility Management Refund	HER, LENG	$103.14
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$103.14
99032	08/28/2014	Open		Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	$92.10
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$92.10

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

99033	08/28/2014	Open		Utility Management Refund	LANDLORD'S PROPERTY MANAGEMENT	$83.87
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$83.87
99034	08/28/2014	Open		Utility Management Refund	PHILLIPS, AMY	$96.33
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$96.33
99035	08/28/2014	Open		Utility Management Refund	YADEGAR, KHATON E	$69.24
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$69.24
99036	08/28/2014	Open		Accounts Payable	A & A PORTABLES INC	$252.05
	Paying Fund		Cash Account			Amount
	246 - Landscape Assessment		246.11000 (Cash)			$79.76
	301 - Capital Improvements		301.11000 (Cash)			$172.29
99037	08/28/2014	Open		Accounts Payable	A & G SALES PROMOTION LTD	$408.03
	Paying Fund		Cash Account			Amount
	270 - Recreation Grants		270.11000 (Cash)			$408.03
99038	08/28/2014	Open		Accounts Payable	AFLAC	$5,244.23
	Paying Fund		Cash Account			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$5,244.23
99039	08/28/2014	Open		Accounts Payable	ALL VALLEY SMOG INC	$24.75
	Paying Fund		Cash Account			Amount
	405 - Building		405.11000 (Cash)			$24.75
99040	08/28/2014	Open		Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$1,103.16
	Paying Fund		Cash Account			Amount
	502 - Engineering		502.11000 (Cash)			$1,103.16
99041	08/28/2014	Open		Accounts Payable	ARMOR FIRE EXTINGUISHER	$31.53
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$31.53
99042	08/28/2014	Open		Accounts Payable	AT & T	$31.25
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$31.25
99043	08/28/2014	Open		Accounts Payable	AT&T INFO SYSTEM	$359.68
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$359.68
99044	08/28/2014	Open		Accounts Payable	AT&T MOBILITY	$846.54

City of Turlock

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$846.54
99045	08/28/2014 Open		Accounts Payable	BENDER ROSENTHAL, INC.	$6,600.00
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$6,600.00
99046	08/28/2014 Open		Accounts Payable	CA BLDG STANDARDS COMMS	$1,325.53
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$1,325.53
99047	08/28/2014 Open		Accounts Payable	CAROLLO ENGINEERS	$105,793.16
	Paying Fund	Cash Account			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$105,793.16
99048	08/28/2014 Open		Accounts Payable	CHAMPION INDUSTRIAL	$128.04
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$128.04
99049	08/28/2014 Open		Accounts Payable	CHARTER COMMUNICATIONS	$299.98
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$92.48
	420 - WATER	420.11000 (Cash)			$42.50
	501 - Information Technology	501.11000 (Cash)			$165.00
99050	08/28/2014 Open		Accounts Payable	CITY OF PATTERSON	$70,000.00
	Paying Fund	Cash Account			Amount
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$70,000.00
99051	08/28/2014 Open		Accounts Payable	CITY OF TURLOCK - CASH	$243.58
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$172.75
	266 - Police Services Grants	266.11000 (Cash)			$25.00
	405 - Building	405.11000 (Cash)			$19.36
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$10.00
	420 - WATER	420.11000 (Cash)			$2.50
	502 - Engineering	502.11000 (Cash)			$13.97
99052	08/28/2014 Open		Accounts Payable	CLARK BROS INC	$30,565.96
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$30,565.96
99053	08/28/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$60,321.53
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$60,321.53
99054	08/28/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$4,220.12

City of Turlock

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$4,220.12
99055	08/28/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$1,169.62
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$1,169.62
99056	08/28/2014 Open		Accounts Payable	DEPT RESOURCE RECYCLING & RECOVERY	$67.50
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$67.50
99057	08/28/2014 Open		Accounts Payable	GOMES & SONS INC, JOE M	$24,061.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13,679.92
	205 - Sports Facilities	205.11000 (Cash)			$542.79
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,826.27
	246 - Landscape Assessment	246.11000 (Cash)			$2,133.36
	405 - Building	405.11000 (Cash)			$200.79
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,671.40
	420 - WATER	420.11000 (Cash)			$697.12
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1,138.58
	426 - Transit - Fixed Route	426.11000 (Cash)			$872.69
	501 - Information Technology	501.11000 (Cash)			$65.14
	502 - Engineering	502.11000 (Cash)			$233.80
99058	08/28/2014 Open		Accounts Payable	GOMES PROPANE	$59.19
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$59.19
99059	08/28/2014 Open		Accounts Payable	GROENIGER & COMPANY	$1,717.70
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$1,717.70
99060	08/28/2014 Open		Accounts Payable	HACH COMPANY	$2,497.81
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,497.81
99061	08/28/2014 Open		Accounts Payable	HENSLEY'S PAVING & ENGR	$631.68
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$700.00
	420 - WATER	420.11000 (Cash)			($68.32)
99062	08/28/2014 Open		Accounts Payable	HILMAR LUMBER INC	$79.43
	Paying Fund	Cash Account			Amount

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	420 - WATER		420.11000 (Cash)		$79.43	
99063	08/28/2014	Open	Accounts Payable	HILMAR READY MIX		$454.72
	Paying Fund		Cash Account		Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)		$69.96	
	246 - Landscape Assessment		246.11000 (Cash)		$215.25	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$45.74	
	420 - WATER		420.11000 (Cash)		$123.77	
99064	08/28/2014	Open	Accounts Payable	HOLT OF CALIFORNIA INC		$98.64
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$98.64	
99065	08/28/2014	Open	Accounts Payable	IBM CORPORATION		$6,496.80
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$4,225.94	
	501 - Information Technology		501.11000 (Cash)		$2,270.86	
99066	08/28/2014	Open	Accounts Payable	INDEPENDENT ELECTRIC INC		$942.87
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$180.40	
	246 - Landscape Assessment		246.11000 (Cash)		$312.58	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$449.89	
99067	08/28/2014	Open	Accounts Payable	INFOR (US) INC		$11,068.45
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,707.94	
	420 - WATER		420.11000 (Cash)		$3,707.93	
	502 - Engineering		502.11000 (Cash)		$1,826.29	
	505 - Fleet		505.11000 (Cash)		$1,826.29	
99068	08/28/2014	Open	Accounts Payable	ING LIFE INSURANCE AND		$26.00
	Paying Fund		Cash Account		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$26.00	
99069	08/28/2014	Open	Accounts Payable	INSPERITY BUSINESS SERVICES LP		$1,666.08
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$319.04	
	255 - CDBG		255.11000 (Cash)		$70.88	
	502 - Engineering		502.11000 (Cash)		$1,276.16	
99070	08/28/2014	Open	Accounts Payable	JCS PROPERTIES LLC		$1,414.07
	Paying Fund		Cash Account		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$1,414.07	
99071	08/28/2014	Open	Accounts Payable	KEY SEAL PRODUCTS INC		$359.26

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$359.26	
99072	08/28/2014 Open		Accounts Payable	LEHIGH HANSON INC		$808.91
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$716.21	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$92.70	
99073	08/28/2014 Open		Accounts Payable	MAGIC SANDS MOBILE HOME PARK		$281.07
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$281.07	
99074	08/28/2014 Open		Accounts Payable	MICROBIZ SECURITY COMPANY		$5,417.38
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,805.69	
	217 - Streets - Gas Tax	217.11000 (Cash)			$451.36	
	246 - Landscape Assessment	246.11000 (Cash)			$451.45	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$903.26	
	420 - WATER	420.11000 (Cash)			$451.63	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$451.42	
	502 - Engineering	502.11000 (Cash)			$451.30	
	505 - Fleet	505.11000 (Cash)			$451.27	
99075	08/28/2014 Open		Accounts Payable	MULBERRY MOBILE PARK		$167.73
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$167.73	
99076	08/28/2014 Open		Accounts Payable	N & S TRACTOR INC		$392.32
	Paying Fund	Cash Account			Amount	
	205 - Sports Facilities	205.11000 (Cash)			$392.32	
99077	08/28/2014 Open		Accounts Payable	NESTLE WATERS NORTH AMERICA		$482.30
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$125.67	
	246 - Landscape Assessment	246.11000 (Cash)			$125.67	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$230.96	
99078	08/28/2014 Open		Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC		$283.98
	Paying Fund	Cash Account			Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)			$283.98	
99079	08/28/2014 Open		Accounts Payable	OVERAA & CO INC, C		$120,941.75
	Paying Fund	Cash Account			Amount	

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	415 - Sewer Bond Projects	415.11000 (Cash)		$120,941.75	
99080	08/28/2014 Open		Accounts Payable	P G & E	$201.68
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$196.03	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$5.65	
99081	08/28/2014 Open		Accounts Payable	PAUL'S PAINT COMPANY	$303.85
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$303.85	
99082	08/28/2014 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$17,483.20
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$17,483.20	
99083	08/28/2014 Open		Accounts Payable	PIRO ENTERPRISES, INC.	$3,439.36
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$3,439.36	
99084	08/28/2014 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$1,594.19
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$973.61	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$620.58	
99085	08/28/2014 Open		Accounts Payable	PROCLEAN SUPPLY	$156.21
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$156.21	
99086	08/28/2014 Open		Accounts Payable	RANDIK PAPER CO	$544.69
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$544.69	
99087	08/28/2014 Open		Accounts Payable	RAY MORGAN COMPANY	$1,466.34
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,287.02	
	205 - Sports Facilities	205.11000 (Cash)		$12.83	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1.83	
	246 - Landscape Assessment	246.11000 (Cash)		$1.83	
	405 - Building	405.11000 (Cash)		$14.37	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$71.12	
	420 - WATER	420.11000 (Cash)		$23.45	
	502 - Engineering	502.11000 (Cash)		$53.89	
99088	08/28/2014 Open		Accounts Payable	ROCKWELL ENGINEERING AND EQUIPMENT CO	$2,237.14
	Paying Fund	Cash Account		Amount	

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,237.14	
99089	08/28/2014 Open		Accounts Payable	SAN JOAQUIN VALLEY		$501.39
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$501.39	
99090	08/28/2014 Open		Accounts Payable	SECURE DELIVERY		$488.00
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$488.00	
99091	08/28/2014 Open		Accounts Payable	SHAPE INC		$8,307.27
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$8,307.27	
99092	08/28/2014 Open		Accounts Payable	SHARPENING SHOP		$437.26
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$260.57	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$176.69	
99093	08/28/2014 Open		Accounts Payable	SIERRA CHEMICAL CO		$4,288.20
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,288.20	
99094	08/28/2014 Open		Accounts Payable	SIERRA FOOTHILL LAB INC		$275.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$275.00	
99095	08/28/2014 Open		Accounts Payable	STANISLAUS AUDITOR CONTR		$190,603.37
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$190,603.37	
99096	08/28/2014 Open		Accounts Payable	T I D		$105,435.45
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,832.38	
	205 - Sports Facilities	205.11000 (Cash)			$4,987.47	
	216 - Streets - Local Transportation	216.11000 (Cash)			$13,510.74	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,508.38	
	420 - WATER	420.11000 (Cash)			$78,900.88	
	426 - Transit - Fixed Route	426.11000 (Cash)			$268.99	
	505 - Fleet	505.11000 (Cash)			$1,426.61	
99097	08/28/2014 Open		Accounts Payable	TEICHERT CONSTRUCTION INC		$132,924.95
	Paying Fund	Cash Account			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$132,924.95	
99098	08/28/2014 Open		Accounts Payable	THE MECHANICS BANK		$6,365.36
	Paying Fund	Cash Account			Amount	

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	415 - Sewer Bond Projects	415.11000 (Cash)		$6,365.36	
99099	08/28/2014 Open	Accounts Payable	TIRE DIST SYSTEM INC		$1,379.42
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$3.27	
	217 - Streets - Gas Tax	217.11000 (Cash)		$360.77	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$531.09	
	420 - WATER	420.11000 (Cash)		$481.02	
	502 - Engineering	502.11000 (Cash)		$3.27	
99100	08/28/2014 Open	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC		$5,000.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,500.00	
	420 - WATER	420.11000 (Cash)		$2,500.00	
99101	08/28/2014 Open	Accounts Payable	TRIPP, MELINDA		$130.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$70.00	
	270 - Recreation Grants	270.11000 (Cash)		$60.00	
99102	08/28/2014 Open	Accounts Payable	TURF STAR		$79.38
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$79.38	
99103	08/28/2014 Open	Accounts Payable	TURLOCK CONVENTION BUREAU		$82,890.70
	Paying Fund	Cash Account		Amount	
	120 - Tourism	120.11000 (Cash)		$82,890.70	
99104	08/28/2014 Open	Accounts Payable	TURLOCK UNIFIED		$175,225.48
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$175,225.48	
99105	08/28/2014 Open	Accounts Payable	UNIVAR USA INC		$3,758.98
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,758.98	
99106	08/28/2014 Open	Accounts Payable	VALLEY BALANCING & AUTO		$301.41
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$221.41	
	205 - Sports Facilities	205.11000 (Cash)		$80.00	
99107	08/28/2014 Open	Accounts Payable	WEST STEEL & PLASTIC		$690.19
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$490.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$121.56	
	420 - WATER	420.11000 (Cash)		$78.63	

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

99108	08/28/2014	Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$3,145.68
	Paying Fund		Cash Account		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$3,145.68	
99109	08/28/2014	Open		Accounts Payable	WESTFORK ESTATES	$763.70
	Paying Fund		Cash Account		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$763.70	
99110	08/28/2014	Open		Accounts Payable	WILLEY PRINTING CO	$2,358.07
	Paying Fund		Cash Account		Amount	
	426 - Transit - Fixed Route		426.11000 (Cash)		$2,358.07	
99111	08/28/2014	Open		Accounts Payable	ZAP MFG INC	$575.51
	Paying Fund		Cash Account		Amount	
	226 - Traffic Tax		226.11000 (Cash)		$575.51	
99112	08/28/2014	Open		Accounts Payable	DEHART, BILL	$37.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$37.00	
99113	08/28/2014	Open		Accounts Payable	DEHART, BILL	$514.64
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$514.64	
99114	08/28/2014	Open		Accounts Payable	DUSEL, JOSEPH	$150.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$150.00	
99115	08/28/2014	Open		Accounts Payable	HUFF CONSTRUCTION	$662.44
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
	420 - WATER		420.11000 (Cash)		($37.56)	
99116	08/28/2014	Open		Accounts Payable	LAZAR, JOHN	$514.64
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$514.64	
99117	08/28/2014	Open		Accounts Payable	MERAFUENTES, TONY	$100.00
	Paying Fund		Cash Account		Amount	
	405 - Building		405.11000 (Cash)		$100.00	
99118	08/28/2014	Open		Accounts Payable	NASCIMENTO, TONY	$345.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$345.00	
99119	08/28/2014	Open		Accounts Payable	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, ATTN: ACCOUNTING	$133.00

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$133.00	
99120	08/28/2014 Open		Accounts Payable	RUMAYOR, JULIO		$146.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$146.00	
99121	08/28/2014 Open		Accounts Payable	RUSH, CHRISTINE		$775.00
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$775.00	
99122	08/28/2014 Open		Accounts Payable	SINGH, KARMJIT		$74.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$62.00	
	301 - Capital Improvements	301.11000 (Cash)			$12.00	
99123	08/28/2014 Open		Accounts Payable	TONARELLI, STACEY		$49.11
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$49.11	
99124	08/28/2014 Open		Accounts Payable	TURLOCK DB LLC		$40,279.76
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$40,279.76	
99125	08/28/2014 Open		Accounts Payable	TURLOCK DB LLC		$47,533.62
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$47,533.62	
99126	08/28/2014 Open		Accounts Payable	WASDEN, ROY		$254.93
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$254.93	
99127	08/28/2014 Open		Accounts Payable	WDS CONSTRUCTION		$601.13
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$700.00	
	420 - WATER	420.11000 (Cash)			($98.87)	
Type Check Totals:			109 Transactions			$1,399,094.44

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	$1,399,094.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,399,094.44	$0.00

City of Turlock

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 8/28/2014

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	$1,399,094.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,399,094.44	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	$1,399,094.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,399,094.44	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	109	$1,399,094.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,399,094.44	$0.00

5B

DRAFT

SEPTEMBER 9, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

---

1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

   A. Mayor Lazar presented a Proclamation to John Sigsbury in recognition of his service to our community. Mr. Sigsbury spoke regarding his service at Emanuel Medical Center and thanked the Council and community for their support.

   B. Mayor Lazar presented a Proclamation to Coach Gabriel Bolton recognizing Coach Bolton, Assistant Coaches Jenni Rosenberg, Callum Lester, Bernie Bettencourt, Alexia Poon, and Matt Fraze, and the California State University Stanislaus Warriors Women's Soccer Team in honor of winning the 2013 California Collegiate Athletic Association Tournament Champions. Coach Bolton and CSUS Athletic Director Mike Matoso thanked the Council and community for their support.

3. **A. SPECIAL BRIEFINGS:**

   Mariam Salameh, CSUS Associated Students Inc. President, and Edgar Garcia, CSUS Governmental Relations Coordinator, provided information about their focus of external affairs and fostering relationships with Stanislaus County and the Turlock City Council, and upcoming activities including the Stan Fest Community Carnival to be held September 21, 2014, 5K Color Run/Walk to be held September 20, 2014, "Warriors Giving Back" backpack drive, Student Leadership Conference, their partnership with Turlock Rotary Club, and a voter registration drive to run during the month of October.

   B. STAFF UPDATES

   1. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Dianne Drive Realignment project, Monte Vista Avenue and Colorado Avenue Signal project, and the Walnut Median project.

   2. Municipal Services Director Michael Cooke provided an update on 2014 water use including monthly/annual water production comparisons, various water use comparisons and reduction statistics, and monthly static water level statistics.

   3. Parks, Recreation & Public Facilities Director Allison Van Guilder provided information on Soderquist Field and a proposal that would provide a workable solution to the space needs of the Military Department and allow for continued Turlock Little League play at Soderquist Field.

4. Parks, Recreation & Public Facilities Director Allison Van Guilder provided an update on landscape water conservation efforts including continuing the adjustments made at the spray parks and a return to watering the live turf medians on Monte Vista Avenue and Christoffersen Parkway due to the trees becoming stressed as a result of a recent heat spell.

C. PUBLIC PARTICIPATION:

Milt Trieweiler spoke in favor of the actions taken to allow for continued use of Soderquist Park.

Jasminder Kaur spoke against a liquor license being issued to a business located at 1202 Geer Road for reasons including it will result in more calls for service for the understaffed Police Department and the financial effect it will have on existing businesses.

Mary Jackson provided information about the 6th Annual Turlock Shines event to be held on September 27, 2014 and noted registration forms will be available at Turlock City Hall and the Fire Department.

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

B. DISCLOSURE OF EX PARTE COMMUNICATIONS

1. Public Hearing Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable

    a. State for the public record the nature of the communication; and
    b. With whom the ex parte communication was made; and
    c. A brief statement as to the substance of the communication.

There were no disclosures of ex parte communications.

5. CONSENT CALENDAR:
Mayor Lazar advised that Consent Calendar Item 5D would be removed from the agenda for future consideration.

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

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

A. **Resolution No. 2014-146** Accepting Demands of 8/7/14 in the amount of $603,995.83; Demands of 8/14/14 in the amount of $845,779.53
B. *Motion*: Accepting Minutes of Regular Meeting of August 26, 2014

C. *Motion*: Approving Contract Change Order No. 3 in the amount of $76,991.30 (Fund 415) for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1," bringing the contract total to $23,242,454.58

D. *Removed for future consideration.*

E. *Motion*: Awarding bid and approving an agreement for Fiscal Years 2014/16 in an amount not to exceed $50,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"

F. *Motion*: Approving an amendment to the Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, to extend the term of the contract for an additional six (6) months

G. **Resolution No. 2014-147** Appropriating $21,000 to account number 506-00-000-231.51020 "Equipment Replacement-Streets" from Fund 506 "Equipment Replacement-Streets" reserve balance to purchase filter for Packer Truck to comply with air quality standards

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Neighborhood Services Supervisor Robert Boyd presented the staff report on the 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.

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

Action: **Resolution No. 2014-148** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Mayor Lazar presented a Certificate of Recognition to Robert Boyd to acknowledge his service to the City of Turlock. Mr. Boyd will retire from the City of Turlock on September 11, 2014.

B. Development Services Director Mike Pitcock presented the staff report on the request to approve the recommended Program of Projects for Fiscal Year 2014/15 Federal Transit Administration Urbanized Area Program Funding.

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

Action: Motion by Councilmember White, seconded by Councilmember Bublak, Approving the recommended Program of Projects for Fiscal Year 2014/15 Federal Transit Administration Urbanized Area Program Funding. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

C. Regulatory Affairs Manager Garner Reynolds presented the staff report on the request to add Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control.

Council and staff discussion included existing residential roof drains and the effect the proposed Ordinance would have on existing development, new construction, and remodels.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, introducing an Ordinance Adding Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control and setting the final reading for September 23, 2014. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

D. Fire Marshal Mark Gomez presented the staff report on the request to amend Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration to reflect changes to the 2013 California Fire Code (CFC).

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

Action: Motion by Councilmember White, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration and setting the final reading for September 23, 2014. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

E. Fire Marshal Mark Gomez presented the staff report on the request to amend Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank.

Council and staff discussion included potential toxicity issues.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank and setting the final reading for September 23, 2014. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

8. SCHEDULED MATTERS:

A. *Removed for future consideration.*

Mayor Lazar noted that Fire Chief Lohman and Police Chief Jackson requested Scheduled Matters Item 8A, "Authorizing the addition of one (1) position within the Parks, Recreation and Public Facilities Department, initiating a hiring recruitment for Maintenance Worker I, and appropriating $65,705 to account number 110-20-200.41001 "Full Time Salaries," account number 110-30-300.41001 "Full Time Salaries," and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance," would be removed from the agenda for consideration at a future time.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS:

Councilmember White commented on an excellent job by CSUS students at the September 5, 2014 Farmer's Market and grand opening of the CSUS art exhibit.

Councilmember DeHart commented on a scam taking place in Central Valley communities involving a false call from the IRS demanding money and then showing up to claim it. He encouraged victims of any attempted scam to contact the Police Department.

Councilmember Nascimento expressed his appreciation for Robert Boyd and his excellent work during his tenure with the City of Turlock.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

A. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency 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 Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, 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:

Motion by Councilmember White, seconded by Councilmember DeHart, to adjourn at 7:05 p.m. in memory of the three pedestrians killed on September 6, 2014, in Turlock. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5c

Council Synopsis

September 23, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 (Final) in the amount of $29,169.70 (Fund 215) for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," bringing the contract total to $400,243.70

Motion: Accepting improvements for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On September 10, 2013, Council awarded a contract in the amount of $368,324 to George Reed Inc. of Modesto, California for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane."

Change Order History	Amount	City Council Meeting
Original Contract	$368,324.00	September 10, 2013
Change Order No. 1	$ 2,750.00	August 26, 2014
Change Order No. 2 (Final)	$29,169.70	September 23, 2014
Adjusted Contract Total	$400,243.70	

Contract Change Order No. 2 includes quantity adjustments to various bid items, including hot mix asphalt, curb and gutter, and some striping adjustments. The major portion of the quantity adjustment is due to the paving operation. At bid time, it was anticipated that the contractor would grind a two inch depth of pavement and repave with two inches of hot mix asphalt on top of a layer of tack oil and pavement fabric. As the grinding operation began, a layer of pavement fabric at a depth of three inches was discovered which likely would have resulted in the inch of pavement on top to delaminate from the underlying fabric. It was decided that a three inch deep grind would be necessary to remove the

underlying paving fabric and pave back with three inches of hot mix asphalt to achieve a high quality surface treatment of the roadway and maintain elevation and grade to maintain adequate drainage.

The contractor has completed all work on the project and staff requests council approval to file a Notice of Completion.

3. BASIS FOR RECOMMENDATION:

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

B. The proposed change order work is for quantity adjustments between estimated bid quantities and actual quantities placed.

C. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies
iv) Streets/Roadways

This project improves the traffic movement efficiency, safety, and pavement condition of the intersection of Golden State Boulevard and Del's Lane.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are available in the construction project line item number for contingencies such as this. The original contract amount of $368,324 will be increased in the amount of $29,169.70 bringing the contract total to $400,243.70.

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

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

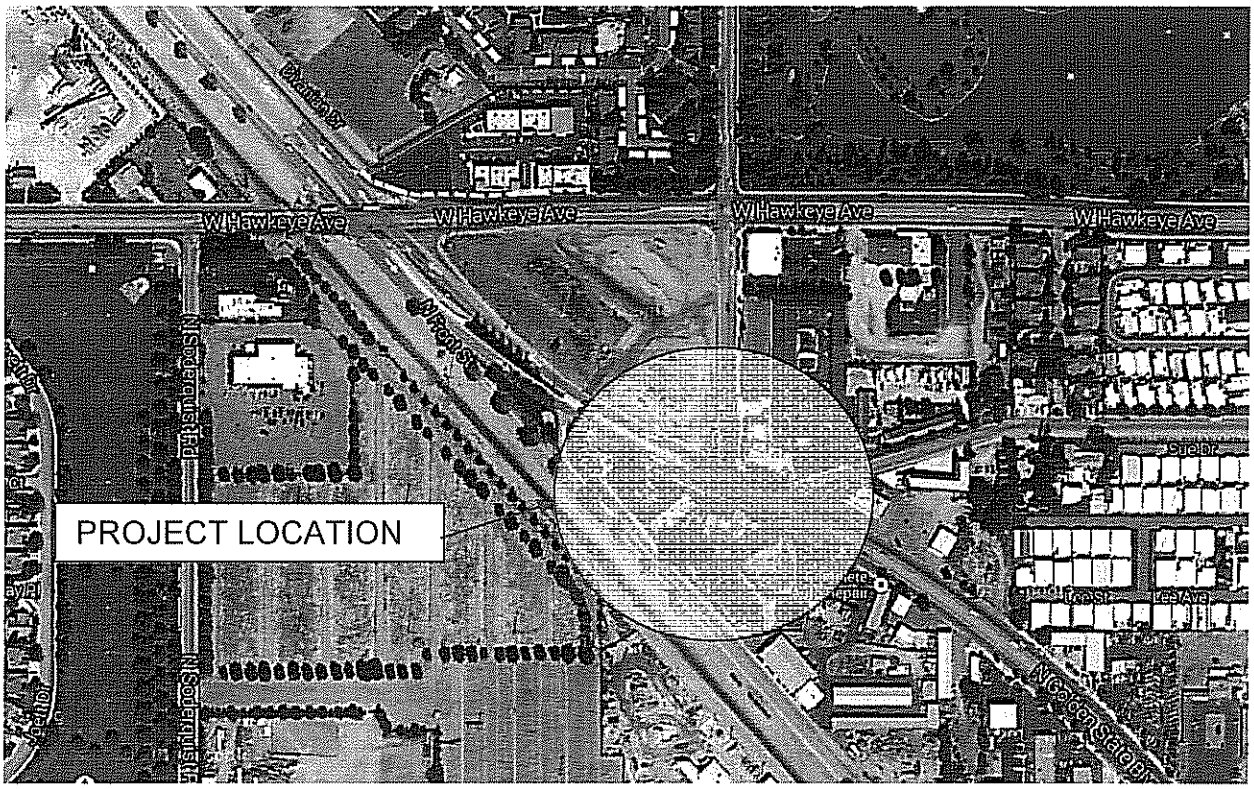
N/A

7. ALTERNATIVES:

A. Not approve Change Order No. 2 (Final). This option is not recommended by City Staff because the quantities given at bid time are an estimate only and this change order reimburses the contractor for actual materials placed.

B. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the approved plans and specifications.

City Project No. 11-48
"Intersection Improvements at Golden State Boulevard and Del's Lane"



CONTRACT CHANGE ORDER

Date issued: 23-Sep-14 Change Order No.: 2 (FINAL)
Project Name: Intersection Improvements at Golden State Boulevard and Del's Lane

George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352

Project No.: 11-48
Contract For: $368,324.00
Contract Award Date: September 10, 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:
Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	$397,493.70
Contractor's Bid Amount for Bid Items	---	---	---	$368,324.00
Subtotal of Difference				**$29,169.70**
		Total this CCO=		$29,169.70
The original contract sum =				$368,324.00
Net change by previous change orders =				$2,750.00
The contract sum will be (increased) by this Change Order =				$29,169.70
The new contract sum including this change order will be =				$400,243.70
The contract time will be unchanged by this change order				

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

Intersection Improvements at Golden State Boulevard and Del's Lane **Project No. 11-48**

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	$12,000.00	1.00	$12,000.00	1.00	$12,000.00	$0.00
2	Traffic Control	LS	$10,000.00	1.00	$10,000.00	1.00	$10,000.00	$0.00
3	Remove Existing Improvements	LS	$16,500.00	1.00	$16,500.00	1.00	$16,500.00	$0.00
4	Remove and Salvage Improvements	LS	$4,500.00	1.00	$4,500.00	1.00	$4,500.00	$0.00
5	Grinding	SY	$3.50	5004.00	$17,514.00	5,006.00	$17,521.00	($7.00)
6	Storm Drain Catch Basin with Pipe Adjustments	EA	$5,000.00	1.00	$5,000.00	1.00	$5,000.00	$0.00
7	Earthwork	LS	$15,000.00	1.00	$15,000.00	1.00	$15,000.00	$0.00
8	Aggregate Base	CY	$105.00	61.00	$6,405.00	61.00	$6,405.00	$0.00
9	Hot Mix Asphalt	TON	$110.00	941.17	$103,528.70	625.00	$68,750.00	$34,778.70
10	Pavement Reinforcing Fabric	SY	$1.50	0.00	$0.00	5,006.00	$7,509.00	($7,509.00)
11	Minor Concrete (Curb and Gutter)	LF	$28.00	225.00	$6,300.00	160.00	$4,480.00	$1,820.00
12	Minor Concrete (Vertical Curb)	LF	$20.00	50.00	$1,000.00	50.00	$1,000.00	$0.00
13	Minor Concrete (Sidewalk)	SF	$5.00	1771.00	$8,855.00	1,873.00	$9,365.00	($510.00)
14	Access Ramp	EA	$400.00	4.00	$1,600.00	4.00	$1,600.00	$0.00
15	Furnish and Install Traffic Rated Lid (STORM)	EA	$2,500.00	1.00	$2,500.00	1.00	$2,500.00	$0.00
16	Adjust Frames and Covers to Grade (STORM)	EA	$1,000.00	1.00	$1,000.00	1.00	$1,000.00	$0.00
17.1	Traffic Signal System - Foundations	LS	$6,400.00	1.00	$6,400.00	1.00	$6,400.00	$0.00
17.2	Traffic Signal System - Standards (poles, arms, a/b's, IISNS)	LS	$42,100.00	1.00	$42,100.00	1.00	$42,100.00	$0.00
17.3	Traffic Signal System - Signal and pedestrian heads	LS	$25,000.00	1.00	$25,000.00	1.00	$25,000.00	$0.00
17.4	Traffic Signal System - Controller	LS	$13,000.00	1.00	$13,000.00	1.00	$13,000.00	$0.00
17.5	Traffic Signal System - Service Pedestal and BBS	LS	$9,000.00	1.00	$9,000.00	1.00	$9,000.00	$0.00
17.6	Traffic Signal System - Emergency Vehicle System	LS	$7,000.00	1.00	$7,000.00	1.00	$7,000.00	$0.00
17.7	Traffic Signal System - Pull Boxes	LS	$6,600.00	1.00	$6,600.00	1.00	$6,600.00	$0.00
17.8	Traffic Signal System - Conduit	LS	$42,000.00	1.00	$42,000.00	1.00	$42,000.00	$0.00
17.9	Traffic Signal System - Conductors	LS	$10,800.00	1.00	$10,800.00	1.00	$10,800.00	$0.00
17.10	Traffic Signal System - Traffic Loops	LS	$18,600.00	1.00	$18,600.00	1.00	$18,600.00	$0.00

18	Thermoplastic Pavement Markings	SF	$5.00	134.00	$670.00	97.00	$485.00	$185.00
19	Pavement Markers (Type A)	EA	$2.00	126.00	$252.00	88.00	$176.00	$76.00
20	Pavement Markers (Type AY)	EA	$2.00	76.00	$152.00	163.00	$326.00	($174.00)
21	Pavement Markers (Type D)	EA	$3.00	47.00	$141.00	30.00	$90.00	$51.00
22	Pavement Markers (Type G)	EA	$3.00	31.00	$93.00	29.00	$87.00	$6.00
23	Thermoplastic Pavement Striping (6" White)	LF	$3.00	0.00	$0.00	4.00	$12.00	($12.00)
24	Thermoplastic Pavement Striping (8" White)	LF	$3.00	585.00	$1,755.00	438.00	$1,314.00	$441.00
25	Thermoplastic Pavement Striping (12" White)	LF	$4.00	557.00	$2,228.00	551.00	$2,204.00	$24.00
	SUB-TOTAL CONTRACT ITEMS =				**$397,493.70**		**$368,324.00**	**$29,169.70**
C.O. #	***CHANGE ORDERS***							
1A	Additional demo and removal for 57 lineal feet of curb and gutter	LS	$1,650.00	1.00	$1,650.00	0.00	$0.00	$1,650.00
1B	Modify 5 section signal head to 3 section signal head at location D per Contract Change Directive No. 4	LS	$1,100.00	1.00	$1,100.00	0.00	$0.00	$1,100.00
	SUB-TOTAL CHANGE ORDER ITEMS =				**$2,750.00**		**$0.00**	**$2,750.00**
	TOTAL PROJECT =				**$400,243.70**		**$368,324.00**	**$31,919.70**

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. 11-48
INTERSECTION IMPROVEMENTS AT
GOLDEN STATE BOULVEVARD AND DEL'S LANE

Notice is hereby given that work on the above-referenced project located on City right-of-way at Golden State Boulevard and Del's Lane, was completed by the undersigned agency on September 23, 2014. The contractor of work George Reed, Inc., P.O. Box 4760, Modesto, CA 95352, 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.

Date: _____

_____
(Signature- Michael G. Pitcock, PE, Director of Development Services/ City Engineer, Owner's Agent)

VERIFICATION

I, the undersigned, Development Services Director/ 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
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on September 24, 2014 at Turlock, California, Stanislaus County

5D

Council Synopsis

September 23, 2014

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," is exempt from the provisions of CEQA in accordance with Section 15302(c) "Replacement or Reconstruction"

Motion: Awarding bid and approving an agreement in the amount of $15,260 (Fund 410) with Hensley's Paving & General Engineering, Inc., of Hickman, California, for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive"

2. DISCUSSION OF ISSUE:

On August 21, 2014, seven bids were received for City Project number 14-33, "Storm Drain Improvements on Dianne Drive." Hensley's Paving & General Engineering Inc. of Hickman, California, was the lowest responsible bidder with a bid in the amount of $15,260.00.

Bid Summary:

COMPANY NAME	BID AMOUNT
Hensley's Paving & General Engineering Inc.	$15,260.00
MHK Construction	$15,483.29
Serna Construction	$17,350.00
Taylor Backhoe Services, Inc.	$25,235.00
Ed Haney	$25,884.79
Rolfe Construction	$31,110.00
RTC Construction	$43,688.22

This project consists of removing and replacing damaged frontage improvements, including a driveway approach, sidewalk, curb and gutter, catch basin and a storm drain line. The majority of these frontage improvements were damaged by an overgrown tree that was directly above the storm drain line, creating a connection failure at the catch basin. The extent of the damage and necessary repairs are beyond what is normally the responsibility of the adjacent property owner.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a-iv Streets/Roadways – Identify avenues to address current deficiencies (general fund, grants, ballots initiatives, assessment district)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$25,000.00	$15,260.00	$2,214.00	$1,678.00	$6,000.00

Funding is available in line item number 410-51-534.51300, "Construction Repairs/Improvements" for the proposed work. These funds are specifically identified for street maintenance and repair activities.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

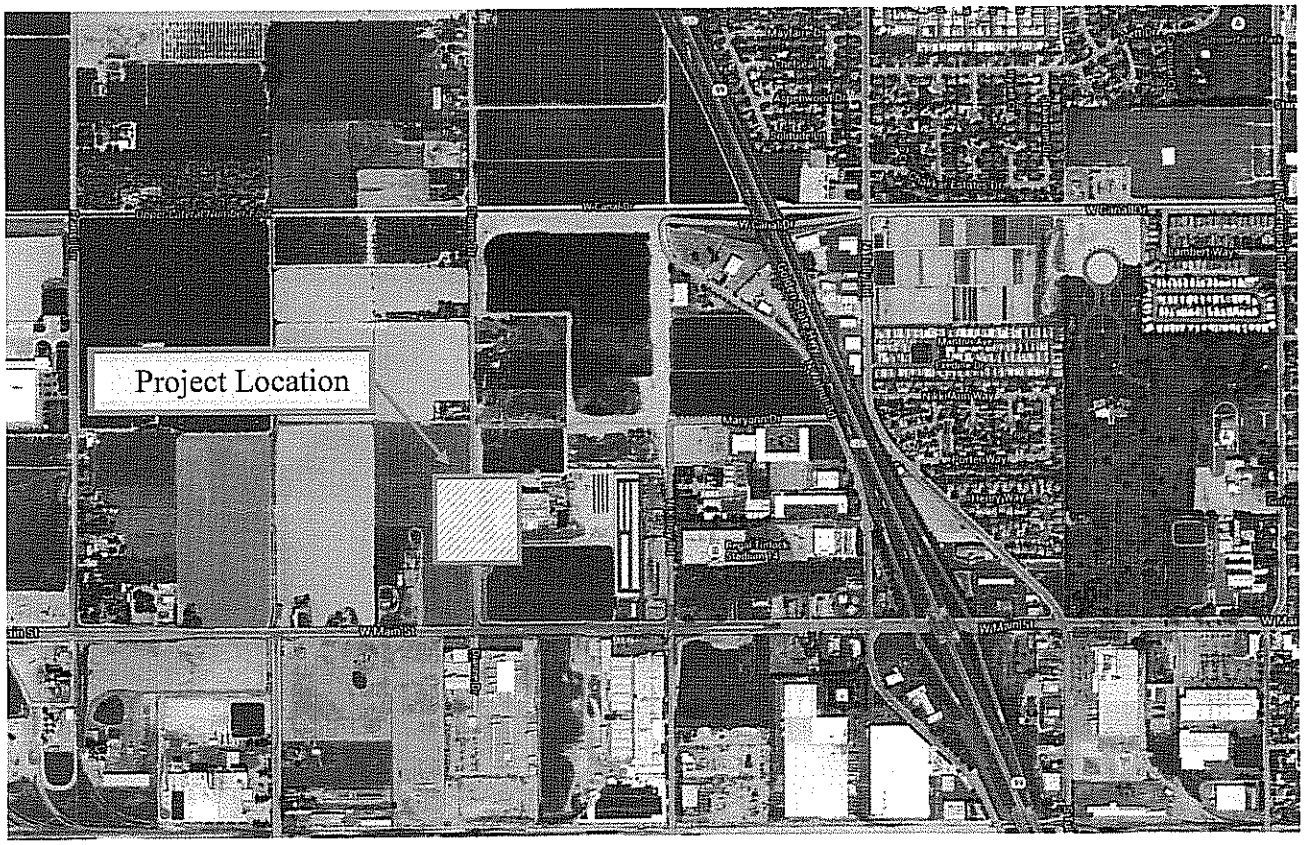
6. ENVIRONMENTAL DETERMINATION:

This project consists of removing and replacing damaged frontage improvements, including a driveway approach, sidewalk, curb and gutter, catch basin and a storm drain line. In accordance with Section 15302(c), of the California Environmental Quality Act (CEQA), "Replacement or Reconstruction", this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

City Project No. 14-33
Storm Drain Improvements on Dianne Drive



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Storm Drain Improvements on Dianne Drive
PROJECT NUMBER: 14-33
BID OPENING: August 21, 2014
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: September 23, 2014

					ENGINEER'S EST.		1 Hensley's Paving		2 MHK Construction		3 Serna Construction		4 Taylor Backhoe Services, Inc	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Best Management Practices (BMP's)	LS	1	$100.00	$100.00	$400.00	$400.00	$488.00	$488.00	$500.00	$500.00	$614.67	$614.67
2	Saw cutting	LS	1	$200.00	$200.00	$800.00	$800.00	$627.00	$627.00	$400.00	$400.00	$960.25	$960.25
3	Removal of Existing Improvements	LS	1	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$2,475.00	$2,475.00	$4,000.00	$4,000.00	$4,813.90	$4,813.90
4	Earthwork	LS	1	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$2,410.00	$2,410.00	$2,000.00	$2,000.00	$2,357.50	$2,357.50
5	Storm Drain Catch Basin	EA	1	$3,500.00	$3,500.00	$2,900.00	$2,900.00	$2,690.00	$2,690.00	$5,000.00	$5,000.00	$4,893.25	$4,893.25
6	Storm Drain Pipe (12")	LF	8	$125.00	$1,000.00	$250.00	$2,000.00	$172.38	$1,379.04	$150.00	$1,200.00	$355.49	$2,843.92
7	Minor Concrete (Driveway Approach)	LS	1	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$2,554.00	$2,554.00	$3,500.00	$3,500.00	$4,283.75	$4,283.75
8	Minor Concrete (8' Sidewalk)	SQFT	65	$22.00	$1,430.00	$20.00	$1,300.00	$19.45	$1,264.25	$10.00	$650.00	$36.80	$2,392.00
9	Minor Concrete (6" Vertical Curb)	LF	4	$18.00	$72.00	$40.00	$160.00	$399.00	$1,596.00	$25.00	$100.00	$518.94	$2,075.76
Total =					**$14,002.00**		**$15,260.00**		**$15,483.29**		**$17,350.00**		**$25,235.00**

					5 Ed Haney		6 Rolfe Construction		7 RTC Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Best Management Practices (BMP's)	LS	1	$745.00	$745.00	$6,300.00	$6,300.00	$3,514.78	$3,514.78
2	Saw cutting	LS	1	$1,545.00	$1,545.00	$400.00	$400.00	$2,631.90	$2,631.90
3	Removal of Existing Improvements	LS	1	$4,625.00	$4,625.00	$5,100.00	$5,100.00	$4,659.57	$4,659.57
4	Earthwork	LS	1	$3,745.00	$3,745.00	$5,100.00	$5,100.00	$4,530.23	$4,530.23
5	Storm Drain Catch Basin	EA	1	$4,745.00	$4,745.00	$5,700.00	$5,700.00	$10,038.76	$10,038.76
6	Storm Drain Pipe (12")	LF	8	$299.38	$2,395.04	$400.00	$3,200.00	$522.70	$4,181.60
7	Minor Concrete (Driveway Approach)	LS	1	$4,195.00	$4,195.00	$1,350.00	$1,350.00	$4,188.06	$4,188.06
8	Minor Concrete (8' Sidewalk)	SQFT	65	$39.15	$2,544.75	$40.00	$2,600.00	$44.32	$2,880.80
9	Minor Concrete (6" Vertical Curb)	LF	4	$336.25	$1,345.00	$340.00	$1,360.00	$1,765.63	$7,062.52
Total =					**$25,884.79**		**$31,110.00**		**$43,688.22**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-33

Storm Drain Improvements
on Dianne Dirve

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

Hensley's Paving & General Engineering Inc.
P O Box 449
Hickman, CA 95323

hereinafter called "Contractor" on this 23rd day of September, 2014 (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 23, 2014, 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: Best Management Practices (BMP's), saw cutting, removal of existing improvements, earthwork, install storm drain catch basin, install storm drain pipe (12"), install driveway approach, install sidewalk, install vertical curb, 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 invitation to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, 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. 14-33, "Storm Drain Improvements on Dianne Dirve."**

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 **Fifteen Thousand Two Hundred Sixty and NO/100ths Dollars ($15,260.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ten (10)** 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 Hundred Fifty** and no/100ths Dollars **($250.00)** 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 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions in Section 9-1.04, "Force Account", of the Caltrans Standard Specifications, as modified below.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9-1.04 "Force Account" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "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 home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "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 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

account established at the expense of the Contractor.

22. **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.

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

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

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

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

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

(1) General Liability (including operations, products and completed

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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 as a separate Owners and Contractors Protective Liability policy providing both ongoing and completed operations coverage.

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

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

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

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

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

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

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

24. 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.

25. 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.

26. 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.

27. **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.

28. **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

29. 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:

_____
_____
_____
_____

30. INTERPRETATION:

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

31. 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.

32. 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 13 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

Council Synopsis

5E

September 23, 2014

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 14-41, "Rube Boesch Center HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301(d) "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $5,330 (Fund 301) with Champion Industrial Contractors, Inc., Modesto, California, for City Project No. 14-41, "Rube Boesch Center HVAC Improvements"

2. DISCUSSION OF ISSUE:

On August 28, 2014, three (3) bids were received for City Project No. 14-41, "Rube Boesch Center HVAC Improvements." Champion Industrial Contractors, Inc. of Modesto, California was the lowest responsible bidder with a bid in the amount of $5,330.

Bid Summary:

COMPANY NAME	BID AMOUNT
Champion Industrial Contractors, Inc.	$5,330
Turlock Plumbing Heating and Air Condition	$7,850
Tron Air Heating & Cooling Inc.	$14,900

In June 2014, staff was notified of recommended repairs that were observed during the routine maintenance of the HVAC system. The repairs that needed to be addressed included the condensing unit, coil and flow furnace with setback thermostat. The necessary repairs were not covered under any warranty of the existing system. Therefore, to keep proper maintenance of the Rube Boesch facility, staff recommends award of the contract. Staff advertised the project in accordance with Section 2-9-03 of the Municipal Code, as the project estimate was less than $45,000.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
B) The Rube Boesch Center is in need of a non-routine maintenance and the City Council must authorize the City Manager to enter into an agreement prior to the work being performed.

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

Goal(s): b) Community Infrastructure
I. Provide safe and well maintained facilities for the community, recreational programs and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$10,813	$5,330	$533	$2,250	$2,700

Funding is available in line item number 301-50-520.51300 "Construction Repairs/Improvements" for the proposed work. These funds are specifically identified for repairs or improvement activities.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

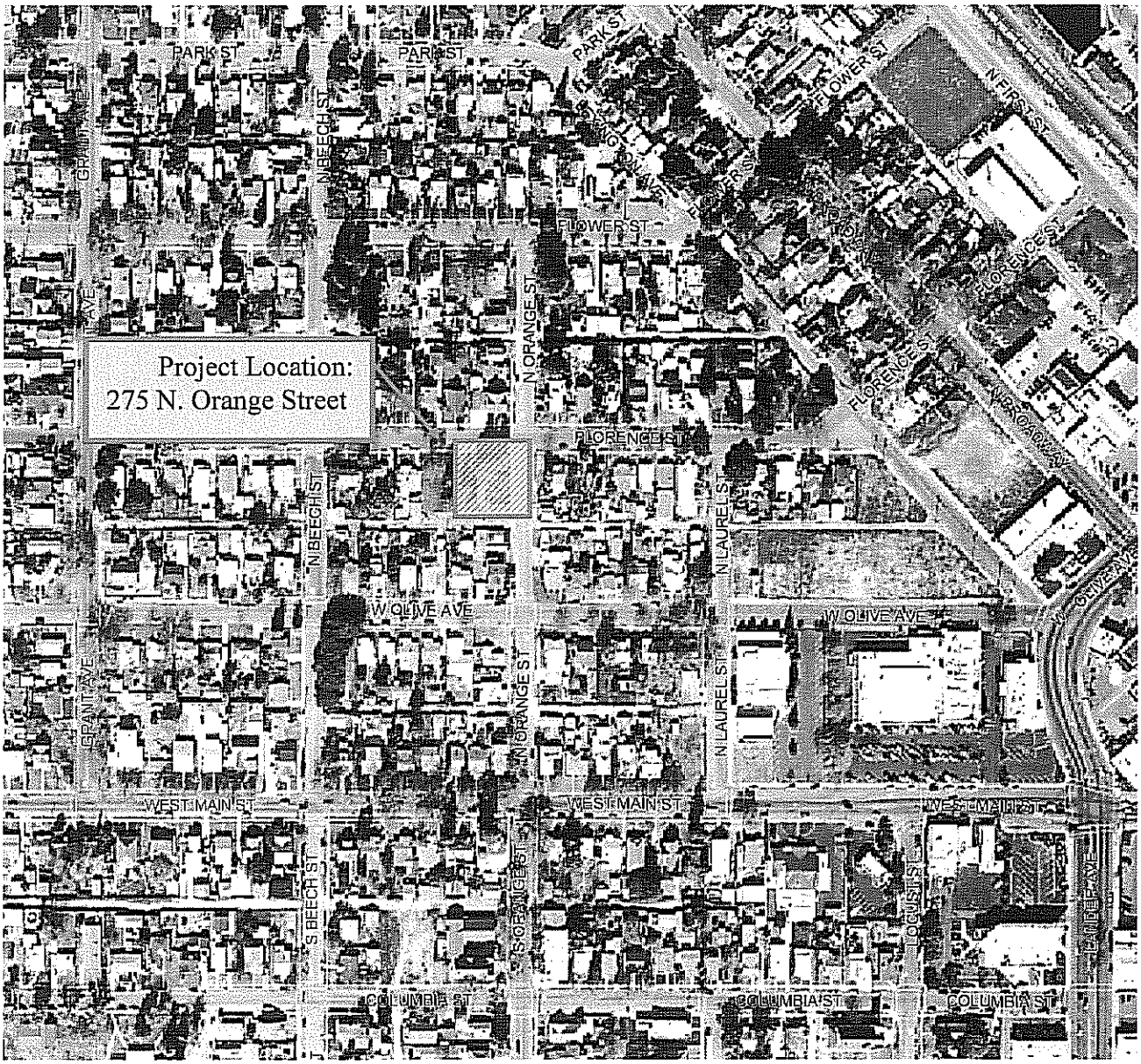
6. ENVIRONMENTAL DETERMINATION:

This project consists of removing and replacing the Heating, Ventilating, and Air-Conditioning unit. In accordance with Section 15301(d), of the California Environmental Quality Act (CEQA), "Existing Facilities", this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

City Project No. 14-41
Rube Boesch Center HVAC Improvements



CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Rube Boesch Center HVAC Improvements
PROJECT NUMBER: 14-41
BID OPENING: August 28, 2014
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: September 23, 2014

				ENGINEER'S EST.		1 Champion Industrial Contractors		2 Turlock Plumbing		3 Tron Air Heating & Cooling	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Removal of Existing Improvements	LS	1	$1,500.00	$1,500.00	$300.00	$300.00		$0.00	$1,000.00	$1,000.00
2	Install HVAC (North Unit) Improvements	LS	1	$6,600.00	$7,000.00	$5,030.00	$5,030.00		$0.00	$13,900.00	$13,900.00
Total =					**$8,500.00**		**$5,330.00**		**$7,850.00**		**$14,900.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-41

Rube Boesch Center
HVAC Improvements

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

Champion Industrial Contractors
P O Box 4399
Modesto, CA 95352

hereinafter called "Contractor" on this 23rd day of September, 2014 (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 23, 2014, 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: Removal of existing improvements, install (1) 13 SEER 3-ton condensing unit and coil or approved equal, install (1) 45,000 BTU 80% up flow furnace with setback thermostat, shop to fab and install duct connector from the coil to the

duct plenum, reconnect to the existing duct work, gas line, refrigerant lines, flue pipe, line and low voltage wiring, install condensate pump and drain line to the roof, connect the existing condensate pump to HVAC (South unit), modify the stand to match new condensing unit, supply crane to set new unit, supply HERS Rater duct test, 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 invitation to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, 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. 14-41, "Rube Boesch Center HVAC Improvements."**

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 **Five Thousand Three Hundred Thirty and NO/100ths Dollars ($5330.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ten (10)** 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 Hundred Fifty** and no/100ths Dollars **($250.00)** 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 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b),

the change order will be determined on the basis of force account in accordance with the provisions in Section 9-1.04, "Force Account", of the Caltrans Standard Specifications, as modified below.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9-1.04 "Force Account" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "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 home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental in Sections 9-1.04B, "Labor," 9-1.04C, "Materials," and 9-1.04D, "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 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the

City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. **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.

23. **CONTRACTOR'S INSURANCE:**

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

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

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

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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 as a separate Owners and Contractors Protective Liability policy providing both ongoing and completed operations coverage.

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

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

written notice of such cancellation, non-renewal, or material change.

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

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

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

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

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

24. 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.

25. 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.

26. 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.

27. **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.

28. **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

29. **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:

_____
_____
_____
_____

30. **INTERPRETATION:**

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

31. **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.

32. **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 14 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

5F

Council Synopsis

September 23, 2014

From: Mike Pitcock, Director of Development Services/City Engineer

Prepared by: Adrienne Werner, Assistant Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Declaring the Intention to Order Annexation No. 21 to Existing Community Facilities District No. 2 (Services Mitigation)

2. DISCUSSION OF ISSUE:

A Fiscal Impact Study of new residential development on General Fund supported services (police, fire, park maintenance, planning, etc.) concluded that current General Fund revenues are inadequate to support both existing as well as General Plan levels of services. In response, the City Council adopted a policy (Resolution No. 2004-189) to require all new residential development not otherwise entitled by existing zoning to be included in a Community Facilities or Mello-Roos District as a condition of development. At its meeting of October 26, 2004, the City Council formed Turlock Community Facilities District No. 2 (CFD No. 2), which will generate additional General Fund revenues from an additional tax imposed on new homes.

At the initial formation of the CFD No. 2 in 2004, the following tax schedule was applied for each new home: years 1-3: $400 per year; years 4-6: $500 per year; years 7-9: $600 per year. After the ninth (9th) year the $600 per year increases by 2% annually.

The district is in its 10th year so the assessment for 2014/15 is $612 and will increase by 2% annually going forward.

Annexation No. 21 to CFD No. 2, is the subdivision of a 2.2 acre parcel, owned by Fitzpatrick homes, into 15 single-family residential lots. The subdivision is located at 2920 Sandstone Street (Stanislaus County Assessor's Parcel 087-026-003).

The property must annex to CFD No. 2 prior to final map approval (Annexation Boundary Map attached). This property will be the 21st annexation to CFD No. 2. In general, the annexation process is very much like the process to form CFD No. 2 – completion of the initial Resolution of Intention (ROI), public hearing

notice, and public hearing and property owner election not less than 30 days after the Council's adoption of the ROI. Because there are less than 12 registered voters, the election can be held immediately following the public hearing. A certification that there are 12 or fewer voters in the proposed annexation area has been filed with the City Clerk as required by law. The identified services funded by CFD No. 2, (police, fire, park maintenance, etc.) remain the same as identified in the initial formation of CFD No. 2.

3. BASIS FOR RECOMMENDATION:

The need to increase General Fund Revenue to meet the additional demand for services created by new residents living in new homes built in newly approved residential development.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The approval and application of CFD #2 will increase revenues to fund General Fund supported services as the city's population increases from new homes (see above for revenue estimates). Revenue generated by the district will pay for the annexation and maintenance costs.

Budget Amendment: N/A -- except that revenue from CFD No. 2 will be reflected in future budgets.

5. CITY MANAGER'S COMMENTS:

The formation of CFD No. 2 (Services Mitigation) will generate additional revenue to meet the additional service demand created by the population growth associated with new residential development. The imposition of this tax will insure that new growth will "pay its own way."

6. ENVIRONMENTAL DETERMINATION:

Not subject to CEQA

7. ALTERNATIVES:

1. Provide no additional General Fund revenues to mitigate the decline in the level of General Fund supported services for the entire community.

2. Balance revenues and expenses by reducing General Fund supported services.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE INTENTION TO ORDER ANNEXATION NO. 21 TO EXISTING COMMUNITY FACILITIES DISTRICT NO. 2 (SERVICES MITIGATION)	}	**RESOLUTION NO. 2014-**

WHEREAS, this City Council (this "Council") proposes to annex certain real property more accurately known as 2920 Sandstone Street, Stanislaus County APN 087-026-003 (the "Subject Property") to the existing community facilities district known as "City of Turlock Community Facilities District No. 2 (Services Mitigation)" ("CFD No. 2") as authorized by Article 3.5 of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the boundaries of CFD No. 2 are set forth on the boundary map for CFD No. 2, recorded on November 10, 2004, in Volume 3 of Maps of Assessment and Community Facilities Districts, page 3, official records of the Stanislaus County Recorder; and

WHEREAS, the boundaries of the Subject Property are shown on the map titled "Proposed Boundaries, Annexation No. 21, Community Facilities District No. 2" (Attachment 1), which is on file with the City Clerk (the "Clerk"); and

WHEREAS, Sections 53339.2 and 53339.3 of the Act provides that legal proceedings for the annexation of property to a community facilities district pursuant to the Act shall be instituted by the adoption of a resolution of this Council declaring its intention as provided hereafter in this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. This Council hereby finds and determines that public convenience and necessity require that the Subject Property be annexed to the existing territory of CFD No. 2.

2. The types of services proposed to be provided within the Subject Property are the same as for the existing area of CFD No. 2.

3. The plan for providing authorized services within the existing area and the Subject Property shall be the plan presently in existence, as the same may be revised from time to time by the City of Turlock (the "City") or any agency of the City through which the City provides the authorized services.

4. Except where funds are otherwise available, a special tax will be annually levied on the Subject Property. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property included in the Subject Property, and this lien shall continue in force and effect in perpetuity or until the levy and collection of the special tax obligation by the City ceases. The rate and method of apportionment of the special tax shall be as previously established for CFD No. 2.

5. On the basis of the written consent and waiver forms submitted to and on file with the Clerk by the Owners, as the landowners of 100% of the Subject Property, this Council hereby sets this same date, as soon as the matter may be heard following adoption of this resolution, in the Council Chambers located at City Hall, 156 South Broadway, Turlock, California, as the time and place for the public hearing on the proposed annexation. At the hearing, testimony of all interested persons and taxpayers for or against the proposed annexation will be heard and protests will be considered from both registered voters, if any, residing within CFD No. 2 and persons owning real property within CFD No. 2. As provided by the Act, written protests by a majority of the registered voters, if any, but including a minimum of six registered voters, or by the owners of a majority in area of the land within either the existing CFD No. 2 or the proposed annexation area will constitute a "majority protest" and will require the suspension of proceedings for at least one year. Written protests must be filed with the Clerk at or before the time fixed for the hearing.

6. It is anticipated that the special tax will be billed as a separate line item on the regular property tax bill of the County of Stanislaus. However, this Council reserves the right, under Section 53340, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

7. On the basis of the information set forth in that certain certificate entitled "Certificate re Registered Voters and Landowners," on file with the Clerk, in the event that an election is held in these proceedings, it is the intention of this Council that the elector will be the Owner, as the sole landowner within the area of the Subject Property in accordance with Section 53339.7 of the Act.

8. This Council hereby authorizes and directs the publication by the Clerk of a notice of hearing, containing the matters specified by Section 53322 of the Act, one time in a newspaper in general circulation in the area of CFD No. 2, said publication to be completed no later than seven days prior to the date of the public hearing.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES:

NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

PROPOSED BOUNDARIES OF
CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 2
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN

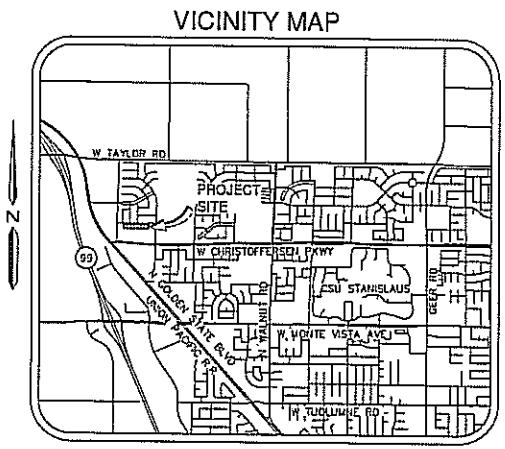
ANNEXATION NO. 21

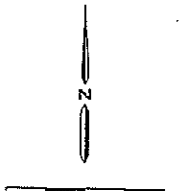
COUNTY OF STANISLAUS — STATE OF CALIFORNIA

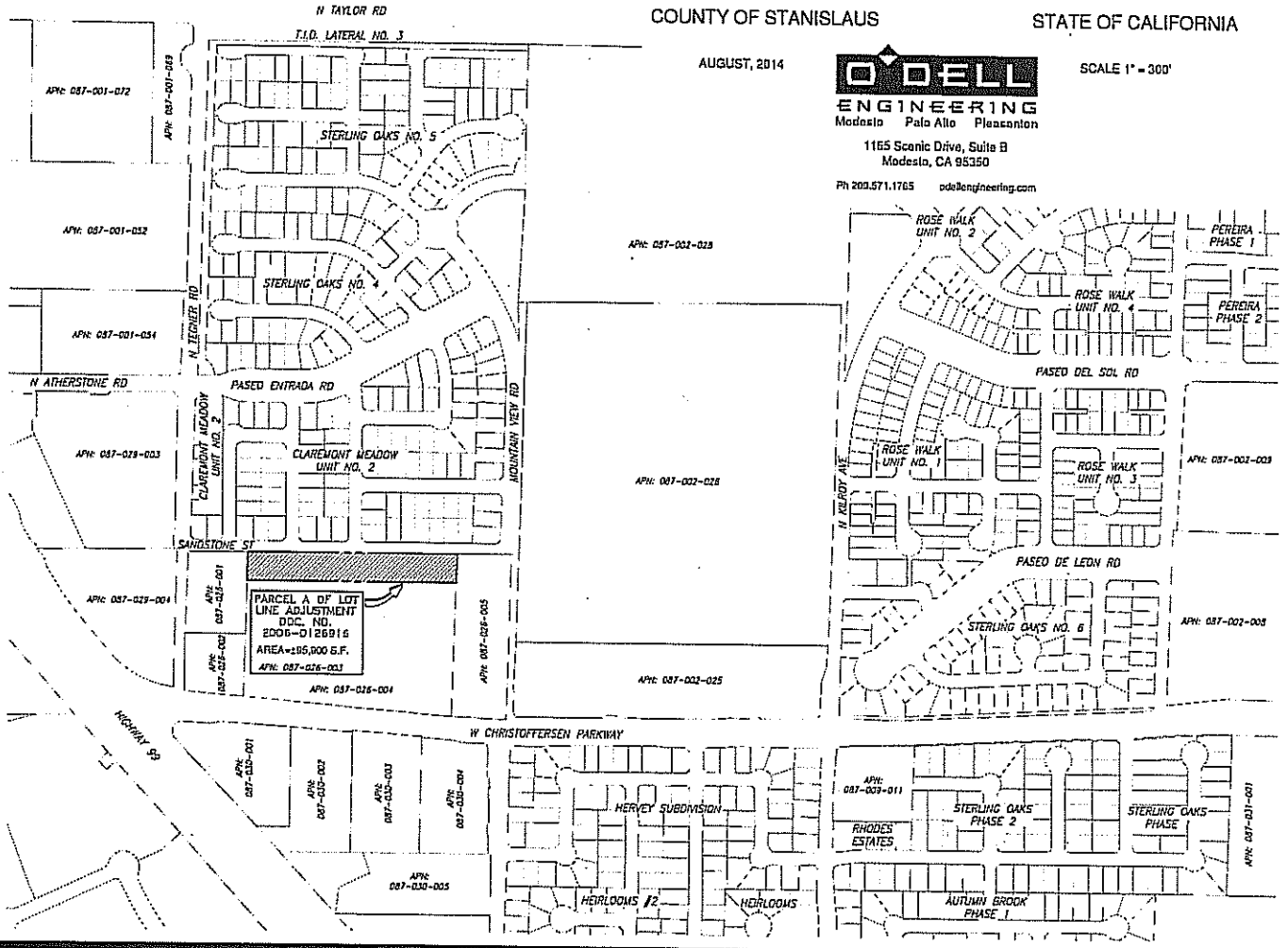
AUGUST, 2014

SCALE 1" = 300'

O'DELL ENGINEERING
Modesto Palo Alto Pleasanton
1165 Scenic Drive, Suite B
Modesto, CA 95350
Ph 209.571.1765 odellengineering.com







CITY CLERK'S STATEMENT:

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TURLOCK THIS _____ DAY OF _____, 2014.

_____
KELLIE E. WEAVER, CITY CLERK

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF TURLOCK, COMMUNITY FACILITIES DISTRICT NO. 2, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TURLOCK, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____2014, BY ITS RESOLUTION NO. _____

RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 2014, AT THE HOUR OF _____ O'CLOCK __M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

LEE LUNDRIGAN, CLERK RECORDER

BY: _____, DEPUTY

_____
PRINT NAME

ATTACHMENT 1

5G

Council Synopsis

September 23, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of six (6) marked black and white replacement police vehicles for Turlock Police Department from Downtown Ford Sales of Sacramento, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, from account number 506-00-000-213.51020 "Equipment Replacement" in an amount not to exceed the FY 2014-15 budgeted vehicle replacement amount of $276,000, or $46,000 per vehicle

2. DISCUSSION OF ISSUE:

The Turlock Police Department utilizes a fleet of marked black and white emergency equipped police vehicles for a multitude of policing duties. As of August 20, 2014:

1. Police Vehicle #1255 (507) was seven years old and had 63,700 miles.
2. Police Vehicle #1271 (508) was six years old and had 69,960 miles.
3. Police Vehicle #1272 (509) was six years old and had 78,568 miles.
4. Police Vehicle #1104 (516) was three years old and had 12,113 miles (however, this vehicle was previously involved in a traffic collision during which it was "totaled").
5. Police Vehicle #1102 (521) was three years old and had 59,694 miles.
6. Police Vehicle #1291 (531) was four years old and had 53,176 miles.

The above vehicles have been identified for replacement because of mechanical and/or maintenance issues. All six (6) vehicles will be processed for surplus by the City upon replacement with the newly purchased patrol vehicles.

City Council budgeted $276,000 for the replacement of six (6) marked police vehicles in line 506-00-000-213.51020 (Equipment Replacement) in the FY2014-15 budget as part of the Police Department's vehicle replacement plan. The approximate $46,000 per vehicle cost will guarantee the purchase and equipping of the new police vehicles.

Downtown Ford in Sacramento holds the State Bid of $30,331.41 per vehicle, including tax, for the 2015 Ford Explorer Police Utility 4X4. The City maintains a contract with LEHR Auto Electric & Emergency Equipment for aftermarket installation. LEHR has provided a quote to install all lighting, radio, and structural equipment, including tax and labor, for a cost of $14,832.45 per vehicle. The total cost per vehicle is, therefore, estimated to be $45,163.86.

The inclusion of miscellaneous additional equipment or unforeseen issues for the new vehicles led staff to budget for $46,000 per vehicle, or $276,000 total for six (6) marked units. That amount was accounted for within the FY2014-15 "Equipment Replacement" budgeted line item. The remainder of the money within that line item (initially $413,000) has been budgeted for other needs within the City.

The Turlock Police Department has used Ford Crown Victoria sedans as marked patrol cars for a number of years. Ford has discontinued the manufacture of this model. The current recommended Ford product utilized throughout the industry for police use is the Ford Explorer, which is what is being proposed by staff. The current vehicle purchases are expected to ensure the Turlock Police Department's marked patrol car needs through the 2014-15 budget year. Downtown Ford in Sacramento holds the current State Bid for these police vehicles, which is why Downtown Ford was chosen as the vendor.

The police department is requesting Council allow the police department to forgo the formal bid process as they are allowed to do by law under Turlock Municipal Code 2-7-08 (b) (6).

The total for the purchase and equipping of the six (6) vehicles is estimated at $45,163.86 per vehicle, or $270,983.16. The purchase and equipment/labor quotes are within the anticipated $46,000 per vehicle budgeted expenditure in the FY2014-15 General Fund budget.

3. BASIS FOR RECOMMENDATION:

A. Council approval is required for any purchases above $25,000.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Funding for this purchase is budgeted for and anticipated for ongoing service needs in account number 506-00-000.51020 (Vehicle Replacement).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the purchase of the replacement vehicles.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF SIX (6) MARKED BLACK AND WHITE REPLACEMENT POLICE VEHICLES FOR TURLOCK POLICE DEPARTMENT FROM DOWNTOWN FORD SALES OF SACRAMENTO, CALIFORNIA, WITH ALL EMERGENCY EQUIPMENT AND AFTERMARKET INSTALLATION PROVIDED BY LEHR AUTO ELECTRIC & EMERGENCY EQUIPMENT OF SACRAMENTO, CALIFORNIA, FROM ACCOUNT NUMBER 506-00-000-213.51020 "EQUIPMENT REPLACEMENT" IN AN AMOUNT NOT TO EXCEED THE FY 2014-15 BUDGETED VEHICLE REPLACEMENT AMOUNT OF $276,000, OR $46,000 PER VEHICLE	RESOLUTION NO. 2014-

WHEREAS, the Turlock Police Department requires the replacement of six (6) marked black and white police vehicles, to be equipped with emergency equipment for patrol functions; and

WHEREAS, City Council of the City of Turlock has approved and budgeted the amount of $276,000 in account number 506-00-000-213.51020 "Equipment Replacement" for the purchase and equipping of replacement marked police vehicles in the FY 2014-15 budget; and

WHEREAS, Downtown Ford Sales, Inc., of Sacramento, California, is a vendor in good standing with the City of Turlock; and

WHEREAS, Downtown Ford Sales, Inc., of Sacramento, California, currently holds the state bid price per vehicle of $30,331.41, or a total of $181,988.46 for all six (6) vehicles; and

WHEREAS, LEHR Auto Electric & Emergency Equipment, of Sacramento, California, is a vendor in good standing with the City of Turlock and currently holds the contract with the City of Turlock for emergency equipment installation and ongoing maintenance; and

WHEREAS, LEHR Auto Electric & Emergency Equipment, of Sacramento, California, will outfit the vehicles with lighting, radio, and structural equipment for $14,832.45 per vehicle, including tax and labor – a total of $88,994.70.

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

1. Approve the purchase of six (6) new marked black and white 2015 Ford Explorer Police Utility 4X4 vehicles as replacement vehicles for the Turlock Police Department from Downtown Ford Sales, Inc., of Sacramento, California, for the estimated cost of $30,331.41 per vehicle, or a total of $181,988.46.
2. Approve the installation of lighting, radio, and structural equipment in each of the six new police vehicles, for the estimated cost of $14,832.45 per vehicle, or a total of $88,994.70.
3. Approve the complete purchase of six (6) new, fully equipped, marked black and white 2015 Ford Explorers for an amount not to exceed $46,000 per vehicle, or $276,000 total cost.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, 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 23, 2014

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the purchase of forty-eight (48) replacement modems for Police and Fire Mobile Data Computers from CDW-G and installation services from Delta Wireless from Fund 112-10-116.51144 "MDC Modem" in an amount not to exceed $58,000, and authorizing the City Manager to sign all documents related to the purchase and installation

2. DISCUSSION OF ISSUE:

Modems provide connectivity between the mobile computers in emergency service vehicles and the programs and services essential for effective and timely field operations within our public safety departments. Existing modems in emergency service vehicles are "end of life" status and need to be replaced.

Modems are on a scheduled replacement program with a five (5) year life expectancy. This purchase will replace forty (40) police modems and eight (8) fire modems. This replacement project was a planned event with funding identified as part of the small equipment replacement plan.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for purchases exceeding $25,000.

Strategic Plan Initiative: C) PUBLIC SAFETY:

Goal(s): 1 (b)(i)(a) Plan for organizational effectiveness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for the purchase and installation of forty-eight (48) replacement modems is identified in Fund 112-10-116.51144 ("DC Modem".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

a) Deny the purchase and installation of replacement emergency service modems.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FORTY-EIGHT (48) REPLACEMENT MODEMS FOR POLICE AND FIRE MOBILE DATA COMPUTERS FROM CDW-G AND INSTALLATION SERVICES FROM DELTA WIRELESS FROM FUND 112-10-116.51144 "MDC MODEM" IN AN AMOUNT NOT TO EXCEED $58,000, AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS RELATED TO THE PURCHASE AND INSTALLATION	RESOLUTION NO. 2014-

WHEREAS, modems provide connectivity between the mobile data computers in emergency service vehicles and the programs and services essential for effective and timely field operations within out public safety department. Existing modems in emergency service vehicles are "end of life" status and need to be replaced; and

WHEREAS, modems are on a scheduled replacement program with a five (5) year life expectancy; and

WHEREAS, this purchase will replace forty (40) police modems and eight (8) fire modems. This replacement project was a planned event with funding identified as part of the small equipment replacement plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the purchase of forty-eight (48) replacement modems for police and fire mobile data computers from CDW-G and installation services from Delta Wireless from Fund 112-10-114.51144 "MDC Modem" in an amount not to exceed $58,000 and authorize the City Manager to sign all documents related to the purchase and installation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5I

Council Synopsis

September 23, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Betty Gonzalez / Presented by Nino Amifar

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute the service maintenance agreement with Kone, Inc., to provide full preventive maintenance for Turlock Public Safety Facility elevators in a total authorized amount not to exceed $6,300 annually, and $31,500 for 5 years

Resolution: Appropriating $5,000 to 110-20-200.43125_004 "Maintenance Elevator/Inspection," funded by a transfer from Fund 110 "General Fund" reserve balance, for the annual elevator maintenance and inspections

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award City Contract No. 14-081 with Kone, Inc. of Sacramento, meeting all specifications and the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section§2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Kone, Inc. will perform maintenance and service for Turlock Public Safety Facility elevators and for a period of 5 years. Turlock Public Safety currently operates two (2) elevators on its system. Maintenance and service of this equipment is beyond City's staff capabilities and requires an outside contractor to provide these critical services.

Kone, Inc. has been providing these services, since 1910. Kone will provide a comprehensive maintenance program nearly identical to that which they perform their own equipment. This level of attention is necessary to afford safety and reliability in the transit operating environment.

Elevators are subject to being certified periodically by the State of California and it is important to have regular preventive maintenance for the elevator in order to keep it not only running properly but also readily re-certifiable. Additionally, the maintenance contract provides for service calls in order to deal with unexpected problems whenever necessary.

Staff feels that the maintenance agreement will save money in the long run by preventing costly repair jobs caused by lack of preventive maintenance as well as expensive calls for service that would not otherwise be covered by such agreement.

Police staff conducted an informal bid for the annual maintenance and inspection of the elevators, located at the Turlock Public Safety Facility. Two (2) Vendors submitted bids and no local vendors within the City limits submitted a bid.

Police staff and Purchasing evaluated the bids. Award bid recap is shown below:

1) Kone, Inc. of Sacramento	$6,300 annually
2) Otis Elevator Co of North Highlands	$7,056 annually

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Kone, Inc., in an amount not to exceed $6,300 annually and $31,500 for 5 years.

Strategic Plan Initiative

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment
Appropriation from Fund 110 "General Fund" reserve balance in the amount of $5,000 to 110-20-200.43125_004.

Fiscal impact to above line number: $6,300 annually for maintenance

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

1. Do not approve the service agreement. Staff does not recommend this alternative. Elevators must be inspected every year to conform to current elevator safety orders and certified by the State of California.

Dedicated to People Flow™

Purchaser ("Purchaser"):
CITY OF TURLOCK
156 S BROADWAY STE 150
TURLOCK, California 95380

Service Location ("Premises"):
Turlock Public Saftey Bldg
California

KONE Inc. ("KONE")
Sacramento
3727 Bradview Drive, Suite 200
Sacramento, CA 95827

KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

CITY OF TURLOCK

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Connor Backus
KONE Inc.

(Approved by) Authorized Representative

Title

Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE							2				

TENDER DATE: 08/14/2014

EFFECTIVE DATE: 09/01/2014

PRICE

$525.00 per month payable by Purchaser annually in advance ($6,300.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	$ 535.50 per month	
Quarterly in advance payment	3% Increase	$ 540.75 per month	
Monthly in advance payment	4% Increase	$ 546.00 per month	

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition,

© 2009-2010 KONE Inc.

OK for Agenda

unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM
All control system components.

MICROPROCESSOR CONTROL SYSTEM
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES
All geared and gearless machine components.

WIRING
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT
All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT
All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES
Guide rails, guide shoe gibs, and rollers.

ROPES
Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

TRACTION ELEVATOR
An annual no load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

© 2009-2010 KONE Inc.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to

© 2009-2010 KONE Inc.

comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

© 2009-2010 KONE Inc.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

Purchaser will name KONE as an additional insured on its insurance policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped

© 2009-2010 KONE Inc.

power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

PROPERTY RIGHTS

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

© 2009-2010 KONE Inc.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: Purchaser will also pay a service fee of $0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1. Elev #1 - Gearless	160931	209-669-4718
2. Elev #2 - Gearless	160932	209-669-4724
First Point of Contact (Required)		
Name: Nino Amirfar	Title: Lieutenant	
Phone #: 209-664-7371	Cell Phone #: 209-678-6286	
Second Point of Contact (Required)		
Name: Steve Williams	Title: Captain	
Phone #: 209-664-7304	Cell Phone #: 209-678-6285	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #: (209) 668-1200	Police Department Phone #: (209) 668-1200	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

_____

CONFIDENTIAL
© 2009-2010 KONE Inc.

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company: CITY OF TURLOCK		
Address: 156 S. BROADWAY, SUITE 112		
City: TURLOCK	State: CA	Zip: 95380
Contact Name: NINO AMIRFAR	Title: POLICE LT.	
Phone: 209-664-7371	Fax: 209-668-5642	
Is the Owner tax exempt? ☐ Yes (If Yes, provide the Tax Exemption Certificate.) ☐ No		
Federal Tax ID #: 94-60000445		

Where should the invoices be sent?		
Legal Name of the Company: CITY OF TURLOCK		
Attention: ACCOUNTS PAYABLE		
Address: 156 S. BROADWAY, SUITE 112		
City: TURLOCK	State: CA	Zip: 95380
Contact Name: ANNA NICHOLAS	Title: ACCOUNTS PAYABLE CLERK	
Phone: 209-668-5542 x 1312	Fax: 209-668-5576	
Federal Tax ID #: 94-60000445	Email: anicholas@turlock.ca.us	

Who will be responsible for paying the invoices?		
Legal Name of the Company: CITY OF TURLOCK		
Attention: POLICE DEPARTMENT		
Address: 144 N. BROADWAY		
City: TURLOCK	State: CA	Zip: 95380
Contact Name: STACY COOLEY	Title:	
Phone: 209-664-7305	Fax: 209-667-5226	
Federal Tax ID #: 94-60000445	Email: scooley@turlock.ca.us	

© 2009-2010 KONE Inc.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

KONE, INC. ("CONTRACTOR")
Dated: September 23, 2014
City Contract No. 14-081
Contractor's Contract No. T-0000711292

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(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) 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 as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

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

(h) Subcontractors: CONTRACTOR shall include all subcontractors as 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.

2. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend, and indemnify, 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.

3. TERM: The term of this Agreement shall be for a period of sixty (60) months beginning October 1, 2014 and ending September 30, 2019, subject to CITY's availability of funds.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

KONE, INC. ("CONTRACTOR")
Dated: September 23, 2014
City Contract No. 14-081
Contractor's Contract No. T-0000711292

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

IN WITNESS WHEREOF, the parties have caused this Addendum 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 E. Weaver, City Clerk

KONE, INC.

By: _____

Title: _____

Print name: _____

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $5,000 TO 110-20-200.43125_004 "MAINTENANCE ELEVATOR/ INSPECTION," FUNDED BY A TRANSFER FROM FUND 110 "GENERAL FUND" RESERVE BALANCE, FOR THE ANNUAL ELEVATOR MAINTENANCE AND INSPECTIONS	RESOLUTION NO. 2014-

WHEREAS, the Turlock Public Safety Facility currently operates two (2) elevators on its system; and

WHEREAS, elevators are subject to being certified periodically by the State of California and it is important to have regular preventive maintenance in order to keep it running properly and certified; and

WHEREAS, the maintenance agreement will save money in the long run by preventing costly repair jobs caused by lack of preventative maintenance as well as expensive calls for service that would not otherwise be covered under this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $5,000 to account number 110-20-200.43125_004 "Maintenance Elevator/Inspection" from Fund 110 "General Fund" reserve balance for the annual elevator maintenance and inspections.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

55

Council Synopsis

September 23, 2014

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the renewal of an Independent Contract 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 2014 to September 2015. 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:

A) 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. 14-075

THIS AGREEMENT is made this 23rd day of September, 2014, 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.

OK for Agenda

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 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 23rd, 2014 and ending September 23rd, 2015, 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 DEPARTMENT
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 Director 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 Department 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 Director 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 23, 2014

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

_____
Allison Van Guilder, Director
Parks, Recreation and Public Facilities Department

5K

Council Synopsis

September 23, 2014

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Affirming the City Manager's action of having signed and submitted a renewal agreement with Charter Business for public view digital cable television services with automatic renewal for successive one-month terms unless either party terminates, in an amount estimated to be $2,793 in FY 14-15

2. DISCUSSION OF ISSUE:

Charter Communications ("Charter Business") provides cable television services for the City of Turlock at various locations. Effective in August 2014, Charter did a complete, all-digital transition and eliminated analog signals. Customers are now required to pay an additional monthly fee for each digital converter box.

Total annual cost for cable television services are as follows:

Location:	Services	Converter Box Count	Monthly Fee	Annual Fee
701 S Walnut	Basic Expanded	3	$ 34.29	$ 411.48
144 S Broadway	Basic Expanded	1	$ 15.87	$ 190.44
156 S Broadway	Basic Expanded	5	$ 44.77	$ 537.24
244 N Broadway	Basic Expanded	13	$137.86	$1,654.32
4 locations		22	$232.79	$2,793.48

Services are subject to rate increases during the term of the contract.

In order to prevent a break in service, the City Manager signed and submitted the agreement. Cable services are used by the Information Technology staff when filming City Council meetings.

3. BASIS FOR RECOMMENDATION:

Cable services may be utilized at various facilities to monitor emergency situations and weather forecasts. The Public Safety Facility is a designated Emergency Operations Center.

.**Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – Currently budgeted in Department's operating budgets.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the use of cable television services at City of Turlock facilities.

Charter Business

201408063691257

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on August 12, 2014 ("Effective Date") by and between CCO SOCal I,LLC , ("Charter Business" or "Charter") with local offices at , and City of Turlock - Corp Water Department, ("Customer") with offices located at 701 S WALNUT RD, TURLOCK, CA 95380-5128.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and signature by Customer.

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Turlock - Corp Water Department

Invoicing Address: 701 S WALNUT RD, TURLOCK, CA 95380

Invoicing Special Instructions: _____

1. **SITE-SPECIFIC INFORMATION:**

☐ New ☑ Renew ☐ Change: Order Type: Renewal: Upgrade

Service Location (Address): 701 S WALNUT RD, TURLOCK, CA 95380-5128

Service Location Name *(for purposes of identification)*: _____

Service Location Special Instructions: _____

_____

_____

☑ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:		
Video Services:		
Video Service: Public View Cable Television - Basic; Public View Cable Television - Expanded; CPE - Digital Receiver		$16.32
Total Number of SD Video Boxes:	3	$17.97

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:	
ONE-TIME CHARGES	$0.00

2. **TOTAL FEES.**

   Total Monthly Service Fees of $34.29 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 1 month. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to rate increases during the term of the contract as described in Video, Music and Content Services.

4. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement, including the Commercial Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges. **Customer Initials:** _____.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such signature on Customer's behalf on this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

City of Turlock - Corp Water Department

Signature: Roy W Wasden

Printed Name: Roy W Wasden

Title: City Manager

Date: 9/14/14

Charter Business Account Executive:

Name: Dessiree Holt

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM

Charter Business

201408063691245

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on August 12, 2014 ("Effective Date") by and between CCO SOCal I,LLC , ("Charter Business" or "Charter") with local offices at , and City of Turlock Recreation, ("Customer") with offices located at 144 S BROADWAY, TURLOCK, CA 95380-5435.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and signature by Customer.

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Turlock Recreation

Invoicing Address: 144 S BROADWAY, TURLOCK, CA 95380

Invoicing Special Instructions: _____

1. **SITE-SPECIFIC INFORMATION:**

☐ New ☑ Renew ☐ Change: Order Type: Renewal: Upgrade

Service Location (Address): 144 S BROADWAY, TURLOCK, CA 95380-5435

Service Location Name *(for purposes of identification)*: _____

Service Location Special Instructions: _____

_____

_____

☑ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:	
Video Services:	
Video Service: Public View Cable Television - Basic; Public View Cable Television - Expanded; CPE - Digital Receiver	$9.88
Total Number of SD Video Boxes: 1	$5.99

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:	
ONE-TIME CHARGES	$0.00

2. **TOTAL FEES.**

   Total Monthly Service Fees of $15.87 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 1 month. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to rate increases during the term of the contract as described in Video, Music and Content Services.

4. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement, including the Commercial Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges. **Customer Initials:** _____.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such signature on Customer's behalf on this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

City of Turlock Recreation

Signature: Roy A. Wasden

Printed Name: Roy A. Wasden

Title: City Manager

Date: 3/14/14

Charter Business Account Executive:

Name: Dessiree Holt

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM

Charter Business

201408063691239

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on August 12, 2014 ("Effective Date") by and between CCO SOCal I,LLC , ("Charter Business" or "Charter") with local offices at , and City of Turlock City Hall, ("Customer") with offices located at 156 S BROADWAY, TURLOCK, CA 95380-5454.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and signature by Customer.

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Turlock City Hall

Invoicing Address: _____, _____, _____

Invoicing Special Instructions: _____

1. **SITE-SPECIFIC INFORMATION:**

☐ New ☑ Renew ☐ Change: Order Type: Renewal: Upgrade

Service Location (Address): 156 S BROADWAY, TURLOCK, CA 95380-5454

Service Location Name *(for purposes of identification)*: _____

Service Location Special Instructions: _____

_____

_____

☑ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

:0060000000BCWJy

OK for Agenda

MONTHLY SERVICE FEES:		
Video Services:		
Video Service: Public View Cable Television - Basic; Public View Cable Television - Expanded; CPE - Digital Receiver		$14.82
Total Number of SD Video Boxes:	5	$29.95

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:	
	ONE-TIME CHARGES $0.00

2. **TOTAL FEES.**

   Total Monthly Service Fees of $44.77 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 1 month. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to rate increases during the term of the contract as described in Video, Music and Content Services.

4. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement, including the Commercial Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges. **Customer Initials:** RWW.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such signature on Customer's behalf on this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

City of Turlock City Hall

Signature: Roy W. Wasden

Printed Name: Roy W. Wasden

Title: City Manager

Date: 8/15/14

Charter Business Account Executive:

Name: Dessiree Holt

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM
Theodore C. Holt

Charter Business

201408133705053

BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on August 13, 2014 ("Effective Date") by and between CCO SOCal I,LLC , ("Charter Business" or "Charter") with local offices at 12405 Powerscourt Dr. St Louis, MO 63131, and City of Turlock Police Department, ("Customer") with offices located at 244 N BROADWAY, TURLOCK, CA 95380-4737.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and signature by Customer.

SERVICE ORDER

Under the Business Internet, Video and Music Service Agreement

CUSTOMER INFORMATION:

Account Name: City of Turlock Police Department

Invoicing Address: 156 S BROADWAY STE 112, TURLOCK, CA 95380-5456

Invoicing Special Instructions: _____

1. **SITE-SPECIFIC INFORMATION:**

☐ New ☑ Renew ☐ Change: Order Type: Renewal: Upgrade

Service Location (Address): 244 N BROADWAY, TURLOCK, CA 95380-4737

Service Location Name *(for purposes of identification)*: _____

Service Location Special Instructions: _____

_____

_____

☑ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name			
Phone			
Fax			
Cell			
Email Address			

MONTHLY SERVICE FEES:		
Video Services:		
Video Service: Private View Cable Television - Basic; Private View Cable Television - Expanded;		$59.99
Total Number of SD Video Boxes:	13	$77.87

** If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.*

ONE-TIME CHARGES:	
ONE-TIME CHARGES	$0.00

2. **TOTAL FEES.**

   Total Monthly Service Fees of $137.86 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of **1 month**. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term. Video Services are subject to rate increases during the term of the contract as described in Video, Music and Content Services.

4. **CONFIDENTIALITY**. Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

5. **FACSIMILE**. A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement, including the Commercial Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges.

Customer Initials: RWK.

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 8, STORM WATER MANAGEMENT AND URBAN RUNOFF POLLUTION CONTROL	} } } } }	ORDINANCE NO. -CS

WHEREAS, the US EPA and State Water Resources Control Board have determined that storm water discharges and urban runoff can be significant sources of water pollution that can threaten aquatic life and public health; and

WHEREAS, the State Water Resources Control Board and Central Valley Regional Water Quality Control Board regulate storm water discharges and urban runoff from municipal sources in California; and

WHEREAS, the State Water Resources Control Board adopted the Phase II Small Municipal Separate Storm Sewer System (Small MS4) General National Pollutant Discharge Elimination System (NPDES) Permit that requires small cities in California to comply with its requirements; and

WHEREAS, the proposed ordinance will provide adequate legal authority to control pollutant discharges into and from the MS4, meet the requirements of the Small MS4 General Permit, and protect the general health, safety, and welfare of our citizens.

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

SECTION 1. ADDITION: Title 6, Chapter 8 is hereby added to read as follows:

Chapter 6-8
STORM WATER MANAGEMENT AND URBAN RUNOFF POLLUTION CONTROL

Sections:

Article 1. General Provisions

6-8-101 Title.
6-8-102 Purpose.
6-8-103 Ultimate Responsibility of Discharger.
6-8-104 Definitions.
6-8-105 Administrative Responsibility.
6-8-106 Conflicts with Other Laws.

Article 2. Discharge Prohibition

6-8-201 Discharge of Non-Storm Water Prohibited.
6-8-202 Exceptions to Discharge Prohibition.
6-8-203 Conditional Exemptions from Discharge Prohibition.
6-8-204 Illicit Discharges Prohibited.
6-8-205 Illicit Connections Prohibited.

Article 3. Industrial, Construction and Development Activity

6-8-301 Industrial and Construction Activity NPDES Storm Water Permit.
6-8-302 Requirement to Prevent, Control, and Reduce Storm Water Pollutants.
6-8-303 Landscaping and Stabilization Requirements.
6-8-304 Requirement to Monitor and Analyze.

Article 4. Pollutant Reduction

6-8-401 Reduction of Pollutants in Storm Water.
6-8-402 Compliance with General Permits.
6-8-403 Compliance with Best Management Practices.
6-8-404 Business-Related Activities.
6-8-405 Development.
6-8-406 General Rules and Regulations.

Article 5. Administrative Requirements

6-8-501 Containment and Notification of Spills.
6-8-502 Inspection Authority.
6-8-503 Concealment and Abetting.
6-8-504 Acts Potentially Resulting in Violation of Federal Clean Water Act and/or Porter-Cologne Act.

Article 6. Enforcement

6-8-601 Enforcement Authority.
6-8-602 Abatement by City.
6-8-603 Charges for Cost of Abatement.
6-8-604 Violations.
6-8-605 Criminal Prosecution.
6-8-606 Remedies Not Exclusive.
6-8-607 Appeal.
6-8-608 Disclaimer of Liability.
6-8-609 City Authority.
6-8-610 Judicial Review.

Article 1. General Provisions

6-8-101Title.

This chapter shall be known as the city "Storm Water Management and Urban Runoff Pollution Control Ordinance," and may be cited as such.

6-8-102 Purpose.

(a) Purpose. The purpose of this chapter is to protect and promote the health, safety, and general welfare of the citizens of the City through the effective prohibition and reasonable control of non-storm water discharges to the Municipal Separate Storm Sewer System (MS4) from spills, dumping or disposal of materials other than storm water, and by reducing pollutants in urban storm water discharges to the maximum extent practicable.

(b) Intent. The intent of this chapter is to assist in the protection and enhancement of the water quality of local watercourses, water bodies, and wetlands (receiving waters) in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), by reducing pollutants in storm water discharges and by limiting non-storm discharges into the MS4 to the maximum extent practicable.

(c) Scope. This chapter provides for the control and regulation of discharges to the MS4 and receiving waters, through a program of education and enforcement of general and specific prohibitions and requirements. This chapter applies to all dischargers and places of discharge located within the City of Turlock that discharge storm water or non-storm water into any MS4 or receiving waters.

(d) Objectives. Through a program employing watershed-based approaches that balance environmental and economic considerations, the City seeks to protect and promote the public health, safety, and general welfare of its citizens with the implementation of the following objectives:

(1) To comply with all federal and state laws, lawful standards, and orders applicable to storm water and urban runoff pollution control;

(2) To prohibit and reasonably control any discharge that may interfere with the operation of, or cause any damage to the MS4, or impair the beneficial uses of the receiving waters;

(3) To prohibit illicit discharges to the MS4;

(4) Reduce storm water runoff rates and volumes, soil erosion and non-point source pollution wherever feasible, through storm water management controls and to ensure that these management controls are properly maintained;

(5) To reduce pollutants in storm water and urban runoff;

(6) To reduce unauthorized non-storm water discharges to the MS4 to the maximum extent practicable;

(7) To develop and implement effective educational outreach programs designed to educate the public on issues of storm water and urban runoff pollution;

(8) To establish adequate legal authority to carry out all inspection, surveillance and monitoring, or other procedures necessary to ensure compliance with this chapter.

(e) Violations. Any person violating any of the provisions or failing to comply with the mandatory requirements of this chapter may be prosecuted in accordance with Turlock Municipal Code Section 1-2-01.

6-8-103 Ultimate Responsibility of Discharger.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Therefore, this chapter does not intend nor imply that compliance by any person will ensure there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the United States caused by such person. This chapter shall not create liability on the part of the City of Turlock, or any agent, or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

6-8-104 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Basin Plan" shall mean a Water Quality Control Plan adopted by the California Regional Water Quality Control Board for the Central Valley or the State Water Resources Control Board for a specific region, watershed, or other designated area.

"Best Management Practice" or "BMP" shall mean schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce, to the maximum extent practicable, the discharge of pollutants directly or indirectly to the MS4. Best Management Practices may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from construction or industrial sites or from raw material storage. Examples of BMPs may include: public education and outreach, proper planning of development projects, proper cleaning of catch basin inlets, and proper sludge or waste-handling and disposal, among others.

"California Storm Water Quality Association" or "CASQA" shall mean the California Storm Water Quality Association, a professional member association dedicated to information sharing and the advancement of storm water quality management.

"Charity Vehicle Washing" shall mean the washing and rinsing of passenger vehicles on private property by nonprofit organizations.

"City" shall mean the City of Turlock.

"Clean Water Act" or "CWA" shall mean the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq*) and any subsequent amendments thereto.

"Commercial Activity" shall mean any public or private activity involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities, or providing professional and/or non-professional services.

"Construction Activity" is defined as clearing, grading, or excavation that results in soil disturbance. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and/or safety.

"Control" shall mean to minimize, reduce, or eliminate by mechanical, physical, technological, legal, contractual, or other means the discharge of pollutants from an activity or activities.

"Development" shall mean any construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects: or mass grading for future construction: the building or placement of any structure or portion thereof and includes all "Construction Activity."

"Director" shall mean the Municipal Services Director of the City of Turlock or the duly authorized representative(s) designated to administer, implement, and enforce the provisions of this chapter.

"Discharge" shall mean any intentional or un-intentional release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid or solid substance to the MS4 or receiving waters.

"Employee Training Program" shall mean a documented employee training program that may be required to be implemented by a business pursuant to a Storm Water Pollution Prevention Plan (SWPPP), for the purpose of educating its employees on methods of reducing the discharge of pollutants to the MS4.

"Enforcement Agency" shall mean the City of Turlock

"Enforcement Official" shall mean any agent of the City authorized to enforce compliance with this chapter.

"Hazardous Material(s)" shall mean any material, including any substance, waste or combination thereof, that, because of its quality, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment, when improperly treated, stored, transported, disposed of, or otherwise managed, or any material(s) defined as hazardous by Division 20, chapter 6.95 of the California Health and Safety Code.

"Illicit Connection" shall mean any physical connection including pipes, drains, open channels, or other conveyances to the MS4 that is not authorized by the City and/or the Regional Water Board.

"Illicit Discharge" shall mean any discharge to the MS4 that is prohibited under local, state, or federal statutes, ordinances, codes or regulations, particularly any discharge that may degrade the quality of local receiving waters. Illicit discharges include all non-storm water discharges except discharges pursuant to an NPDES permit or discharges that are exempted or conditionally exempted by an NPDES permit or granted as a special waiver or exemption by the Regional Water Board.

"Impervious Surface" shall mean any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, concrete, compacted gravel, compacted earth, and oiled earth. Permeable pavement shall not be considered to be an impervious surface.

"Incidental Runoff" shall mean unintended amounts (volume) of runoff of potable or non-potable water mainly from urban sources, such as unintended, minimal over spray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design.

"Industrial Activity" shall mean any public or private activity which is associated with any of the 11 categories of activities defined in 40 CFR 122.26 (b) (14) and required to obtain an individual NPDES permit or coverage under a general permit.

"Industrial/Commercial Facility" shall mean any facility involved and/or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods and/or commodities, and any facility involved and/or used in providing

professional and non-professional services. This category of facility includes, but is not limited to, any facility defined by the Standard Industrial Classifications (SIC) and /or North American Industry Classification System (NAICS). Facility ownership (federal, state, municipal, private) and profit motive of the facility are not factors in this definition.

"Material" shall mean any substance including, but not limited to: garbage and debris; lawn clippings, leaves and other vegetation; biological and fecal waste; sediment and sludge; oil and grease; gasoline; paints, solvents, cleaners, and any fluid or solid containing chemicals.

"Maximum Extent Practicable" or "MEP" shall mean the standard for implementation of storm water management programs to reduce pollutants in storm water. MEP refers to storm water management programs taken as a whole. This standard represents the maximum extent possible, but takes into account equitable considerations and competing facts, including but not limited to, the gravity of the problem, public health risk, societal concern, environmental benefits, pollutant removal effectiveness, regulatory compliance, public acceptance, ability to implement, cost, and technical feasibility.

"Municipal Separate Storm Sewer System" or "MS4" shall mean any natural or artificial facilities or any part thereof, including streets, gutters, conduits, natural or artificial drains, channels and watercourses that are located within the jurisdiction or geographical extent of the City of Turlock and used for the purpose of collecting, storing, transporting, or disposing of storm water.

"National Pollutant Discharge Elimination System" or "NPDES" shall mean a discharge permit issued by the U.S. EPA, State Water Resources Control Board, or a California Regional Water Quality Control Board pursuant to the Clean Water Act that authorizes discharges to Waters of the United States.

"Non-Commercial Vehicle Washing" shall mean the washing and rinsing of passenger vehicles on private property in which no commercial enterprise is being conducted in the washing of those vehicles.

"Nonprofit Organization" shall mean any nonprofit association or corporation organized primarily for veteran, patriotic, welfare, religious, civic betterment, or charitable purposes, which has been issued a tax exempt certificate as required under the Revenue and Taxation Code of the State of California or a group which is an integral part of a recognized national organization having such a tax exempt status. A nonprofit organization shall also mean any organization officially affiliated with and sanctioned by any Turlock School District which serves a significant number of residents from the City of Turlock. This shall include Private Schools.

"Non-Storm Water Discharge" shall mean any discharge to a municipal MS4 that is not composed entirely of storm water.

"Notice of Intent" or "NOI" means a document filed with the State Water Resources Control Board that identifies the responsible parties, locations, and scope of operations of dischargers covered by the general NPDES permit and documents the discharger's knowledge of the requirements for a SWPPP.

"Notice of Violation or "NOV" means a written order served upon a person or entity, by personal service or by registered or certified mail.

"Person" shall mean any person, firm, corporation, business entity, or public agency, whether principal, agent, employee, or otherwise.

"Phase II Small MS4 General Permit" shall mean an NPDES permit providing permit coverage to a small MS4 by the State Water Resources Control Board pursuant to the Clean Water Act that authorizes discharges of storm water and some types of non-stormwater to Waters of the United States.

"Pollutant" shall mean any pollutant defined in 33 U.S.C. §§ 1362(6) of the Federal Water Pollution Control Act or incorporated into the California Water Code Sec. 13373. Pollutants may include, but are not limited to the following:

(a) Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

(b) Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium), and non-metals (such as phosphorus and arsenic);

(c) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease);

(d) Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the designated or existing beneficial uses of the receiving waters;

(e) Animal wastes (including but not limited to discharge from the keeping of household pets and domestic animals, animal confinement facilities, kennels, pens, recreational facilities, stables, and show facilities) or other materials with excessive levels of fecal coliform, fecal streptococcus, or enterococcus bacteria;

(f) Substances having characteristics such as pH less than 5.5 or greater than 8.5, unusual coloration, or turbidity,

(g) Any prohibited discharge listed in Turlock Municipal Code Section 6-4-303.

"Receiving Waters" shall mean all surface water bodies, including any natural or man-made stream, whether flowing continuously or not, that is fed from permanent or natural sources, and, without limitation, rivers, creeks, runs, rivulets, and drains within

Stanislaus County that are identified by the Regional Water Board in a Basin Plan. A receiving water may or may not be properly defined as a Water of the United States.

"Regional Water Board" shall mean the California Regional Water Quality Control Board, Central Valley Region.

"Spill Response Plan" shall mean a plan required by and for which contents are specified in the State of California Phase II Small Municipal Separate Storm Sewer System General Permit (MS4). A Spill Response Plan is a document that describes the best management practices to be implemented by the City for non-storm water spills that may threaten the MS4.

"State Water Board" shall mean the California State Water Resources Control Board.

"Storm Water" or "Stormwater" shall mean surface water runoff and drainage which originates from atmospheric moisture (rainfall or snow melt) and that falls onto land, water, or other surfaces and that is essentially free of pollutants or has had pollutants reduced to the maximum extent practicable. Without any change in its meaning, this term may be spelled or written as one word or two separate words.

"Storm Water Pollution Prevention Plan" or "SWPPP" shall mean a plan required by and for which contents are specified in the State Water Board's General Permit for Storm Water Discharges Associated with Industrial Activities (Order No. 97-03-DWQ and No. 2014-0057-DWQ (effective July 1, 2015)), or for Storm Water Discharges Associated with Construction Activities (Order No. 2009-0009-DWQ. (as amended)). A SWPPP is a document that describes the BMPs to be implemented by the owner or operator of a business to eliminate non-storm water discharges and/or to reduce pollutants in storm water discharges to the MS4 or local receiving waters.

"Storm Water Runoff" shall mean that part of precipitation (rainfall or snow melt) that travels across the ground or a surface to the MS4 or receiving waters.

"Toxic Materials" shall mean any material or combination of materials that directly or indirectly cause or substantially contribute to either acute or chronic toxicity in receiving waters. Toxic materials includes toxic pollutants listed in the California Toxics Rule, 40 C.F.R. §131.38(b).

"United States Environmental Protection Agency" or "US EPA" shall mean the federal government agency tasked with implementing the Clean Water Act and the NPDES permit program nationally.

"Urban Runoff" shall mean surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

"Water Quality Standard" shall mean any or all applicable water quality objectives set to protect designated and existing beneficial uses contained in a Basin Plan or any other approved Water Quality Control Plan.

6-8-105 Administrative Responsibility.

(a) Except as otherwise provided herein, the Director, or his/her designee, shall administer, implement, and enforce the provisions of this chapter.

6-8-106 Conflicts with Other Laws.

(a) In the event of any conflict between this chapter and any federal or state law, regulation, order or permit, the requirement that establishes the higher or more stringent standard for public health or safety shall govern.

(b) To the extent permitted by law, nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order, or permit.

Article 2 Discharge Prohibition

6-8-201 Discharge of Non-Storm Water Prohibited.

Except as provided in § 6-8-202 and § 6-8-203, it is unlawful for any person to make or cause to be made any non-storm water discharge. Notwithstanding the exemptions provided by § 6-8-202 and the conditional exemptions in § 6-8-203, if the Regional Water Board or the Enforcement Official determines that any otherwise exempt discharge causes or significantly contributes to violations of any water quality standard, or conveys significant quantities of pollutants to receiving water(s), or is a danger to public health, safety, or welfare, such discharge shall be prohibited from entering the MS4.

No person shall discharge, permit to be discharged, or cause to be discharged any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards into any part of the MS4 or any part of a receiving water.

(a) It is prohibited to throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left, maintained or kept any refuse, rubbish, trash, garbage or any other discarded or abandoned objects, articles, material, litter, or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place or upon any public or private plot of land in the City, so that the same might be or become a pollutant. No person shall throw, deposit litter, or material in any fountain, pond, lake, stream, or other body of water within the City. This subsection shall not apply to refuse, rubbish, trash, or garbage deposited in containers,

bags, or other appropriate receptacles which are placed in designated locations for regular solid waste pick up and disposal.

(b) It is prohibited to intentionally dispose of leaves, dirt, or other landscape debris into the MS4.

(c) No person shall discharge or allow the discharge of any of the following types of non-storm water discharges into the MS4, unless done pursuant to the terms and conditions of a separate NPDES permit or pursuant to an express exemption issued by either the Regional Water Board or the State Water Board:

(1) The discharge of untreated cleaning or wash waters from gas stations, auto repair garages, or other type of automotive service facilities;

(2) The discharge of untreated waste water from mobile auto washing, pet washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;

(3) To the maximum extent practicable, discharges from repair areas where machinery and equipment, including motor vehicles, are visibly leaking oil, fluid, or antifreeze;

(4) Discharges of untreated runoff from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous or metallic materials;

(5) Discharges of commercial, municipal, or residential chlorinated or salt water swimming pool or fountain water, filter backwash, or swimming pool tile cleaning process water;

(6) Discharges of untreated runoff from the washing of toxic materials from impervious or pervious areas; provided, however, those non-industrial and non-commercial activities that incidentally generate urban runoff, such as the non-commercial hand-washing of cars, shall be excluded from this prohibition;

(7) To the maximum extent practicable, discharges from washing impervious surfaces in industrial/commercial areas which results in a discharge of untreated runoff, unless specifically required by State's, City's, or Stanislaus County's Health and Safety codes or permitted under a separate NPDES permit;

(8) Discharges from the washing out of concrete trucks, trailers, pumpers, wheel barrows, or other vehicles, tools, or equipment;

(9) Unauthorized discharges of any pesticide, fungicide, or herbicide regulated or banned by the US EPA or the California Department of Pesticide Regulation; or

(10) The disposal of hazardous wastes into trash containers used for municipal trash disposal, where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

6-8-202 Exceptions to Discharge Prohibition.

Subject to the authority granted to the Regional Water Board and the Enforcement Official in §6-8-105, the following discharges to the MS4 are exempt from the prohibition set forth in §6-8-201(a).

(a) Any discharge regulated under a NPDES permit issued to the discharger and administered by the State pursuant to Division 7 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and all other applicable laws and regulations;

(b) Discharges from the following activities, which, when properly managed, do not cause or contribute to a violation of any water quality standard:

(1) Dechlorinated water line flushing and other discharges from potable water sources;

(2) Incidental run-off from landscape irrigation and lawn watering;

(3) Rising ground waters or springs;

(4) Passive foundation and footing drains;

(5) Water from crawl space pumps and basement pumps;

(6) Air conditioning condensation;

(7) Individual residential and other noncommercial vehicle washing;

(8) Natural flows from riparian habitats and wetlands;

(9) Flows from fire suppression activities, including fire hydrant flows and flushing;

(10) Waters not otherwise containing wastes as defined in California Water Code § 13050(d) and California Health & Safety Code § 25117;

(11) Diverted stream flows;

(12) Uncontaminated ground water infiltration to separate storm sewers or uncontaminated pumped groundwater;

(13) Any discharge that the Enforcement Official, the local health officer, or the Regional Water Board determines, in writing, is necessary for the protection of the public health and safety;

(14) Any discharge caused by flooding or other natural disaster, which could not have been reasonably foreseen and mitigated in advance by the discharger, as determined by the Enforcement Official.

(15) Any discharge for which all pollutants have been demonstrated to be reduced to the maximum extent practicable.

6-8-203 Conditional Exemptions from Discharge Prohibition.

The following non-storm water discharges to the MS4 are exempt from the prohibition set forth in §6-8-201(a) and may be allowed to be discharged into the MS4, subject to all appropriate BMPs and prior written authorization by the Director. The "Conditionally Exempt Discharges" are as follows:

(a) De-chlorinated and non-salt water swimming pool discharges where the water cannot be readily discharged to the sanitary sewer system or allowed to completely percolate into the ground;

(b) Discharges from charity vehicle washing;

(c) Street, driveway, and sidewalk washing; and

(d) Other categories approved by the Executive Officer of the Regional Water Board, or an authorized representative.

6-8-204 Illicit Discharges Prohibited.

It is unlawful for any person to cause, either individually or jointly, any illicit discharge not authorized under Section 6-8-202 or 6-8-203 to the MS4 that consists of unauthorized non-storm water or contaminated storm water.

6-8-205 Illicit Connections Prohibited.

It is unlawful for any person to establish, use, or maintain any illicit connection to the MS4. This prohibition against unlawful connections is retroactive and applies to unpermitted connections made in the past regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection. If a connection was permissible under the law or practices applicable or prevailing at the time of the connection that is now unlawful, no penalties shall be assessed under this chapter until the owner/user of the connection has been notified and given an opportunity to remedy the situation in accordance with Section 6-8-601.

Article 3. Industrial, Construction, and Development Activity

6-8-301 Industrial and Construction Activity NPDES Storm Water Discharge Permit.

(a) Any person subject to an industrial NPDES storm water discharge permit shall comply with all provisions of such permit. Documents demonstrating compliance with said permit, including sampling data and reports, may be required to be produced in a form acceptable to the Director upon inspection of the facility, during any enforcement proceeding or action, or for any other reasonable cause. The City only requires information in compliance with the Homeland Security Act or other Federal law that concerns security in the United States.

(b) Any person subject to a construction activity NPDES storm water discharge permit shall comply with all provisions of such permit and Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended. Documents demonstrating compliance with said permit, including sampling data and reports, may be required to be produced in a form acceptable to the Director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause. Prior to issuance of a construction permit, Permittees shall electronically file an NOI and a SWPPP via the State Water Board's Storm Water Multi-Application Reporting and Tracking System (SMARTS). Permittees shall submit Annual Reports electronically using the SMARTS to evaluate the implementation of Permittees storm water program, the effectiveness of the BMPs and measuring goals, the Permittees improvement opportunities to achieve the Maximum Extent Practicable (MEP), and any supplemental information required by a Regional Water Board in accordance with the Regional Water Board's specific requirements.

(c) If the City discovers any non-filers that should be covered under one of the State Water Board's general permits, the City will report to the Regional Water Board within 30 days or file a complaint on the State Water Board's website at the following link: http://www.dtsc.ca.gov/database/CalEPA_Complaint/index.cfm.

6-8-302 Requirement to Prevent, Control, and Reduce Storm Water Pollutants.

(a) Authorization to Adopt and Impose BMPs. The City may adopt requirements identifying BMPs for any activity, operation, or facility that may cause or contribute to pollution or contamination of storm water, the MS4, or receiving waters as a separate BMP. Where BMP requirements are imposed by any Federal, State of California, or the Enforcement Agency for any activity, operation or facility that would otherwise cause the discharge of pollutants to the MS4 or receiving waters, every person undertaking such activity or operation or owning or operating such facility shall implement those BMPs.

(b) New Development and Redevelopment. In addition to Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended, the City may adopt requirements identifying appropriate design standards and BMPs to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport, and discharge of pollutants. The City may incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development. The owner and developer shall comply with the terms, provisions, and conditions of such requirements when incorporated into land use entitlements and building permits as required in this chapter.

(c) Responsibility to Implement BMPs. Notwithstanding the presence or absence of requirements imposed pursuant to subsections (a) and (b), any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the MS4 or receiving waters shall implement BMP's to the extent they are economically and technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or receiving waters. Facilities to prevent accidental discharge of prohibited materials or other wastes, including but not limited to secondary containment, shall be provided and maintained at the owner or operator's expense.

(d) Maintenance Agreements. All structural and non-structural permanent storm water BMPs not in the control of the City shall have an enforceable maintenance agreement to ensure the system functions as designed and is maintained and operated as designed over time. The agreement shall include any and all maintenance easements required to access and inspect the BMPs and to perform routine maintenance as required. Such agreements shall specify the parties responsible for the proper operation and maintenance of all storm water BMPs.

6-8-303 Landscaping and Stabilization Requirements.

Any area of land, not covered by an impervious surface, from which the natural vegetative cover has been either partially or wholly modified, cleared, or removed by construction or development activities, shall be landscaped or otherwise stabilized (e.g., covered with permeable pavement) within ten days from the substantial completion of such clearing and construction. No person shall use or otherwise employ impervious material, such as plastic, placed under decorative rock, bark, or other landscape covers in meeting the landscaping requirements under this section, except for permeable weed fabric. Backyards of residential single-family dwellings that would otherwise be covered by this section are exempt where storm water is contained on the property.

6-8-304 Requirement to Monitor and Analyze.

The Director may require, by written notice, that any person engaged in any activity and/or owning or operating any facility that may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the MS4 or to receiving waters to undertake at said person's expense such monitoring and analyses and to furnish such reports to the City as the Director shall deem necessary for determining compliance with this chapter.

Article 4. Pollutant Reduction

6-8-401 Reduction of Pollutants in Storm Water.

Any person engaged in activities that may result in pollutants entering the MS4 shall undertake the measures set forth below to reduce the risk of non-storm water discharge and/or pollutant discharges in storm water.

6-8-402 Compliance with General Permits.

Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general or individual storm water permit issued by the US EPA, the State Water Board, or the Regional Water Board shall comply with the requirements of such permit.

6-8-403 Compliance with Best Management Practices.

Every person undertaking any activity or use that may cause or contribute to storm water pollution or contamination, illicit discharges, or non-storm water discharges shall comply with BMPs, pollution prevention techniques, and source control requirements, including related to the storage and parking of vehicles, as may be reasonably established by the Enforcement Official.

6-8-404 Business-Related Activities.

(a) Outdoor Storage. In outdoor areas, no person shall openly or improperly store grease, oil, petroleum products, hazardous substances, motor vehicles, machine parts, or other objects in a manner that may leak grease, oil, or other hazardous substances, without an approved spill containment system or approved sand-oil separator. To prevent the discharge of grease, oil, petroleum, or other hazardous substances from the property, the City may require the installation of a spill containment system of dikes, walls, barriers, berms, or other devices as required. No person shall operate a spill containment system that allows incompatible liquids to mix and thereby create a hazardous condition.

(b) Storm Water Pollution Prevention Plan (SWPPP).

(1) The Enforcement Official may require any business in the City engaged in activities that may result in pollutant discharges to develop and implement a SWPPP, which must include an employee training program.

(2) Business activities that may require a SWPPP include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or other businesses where cleanup procedures are carried out partially or wholly outdoors.

(c) Coordination with Hazardous Materials Release Response Plans and Inventory. Any business requiring a hazardous materials release response and inventory plan, under Chapter 6.95 (commencing with § 25500) of Division 20 of the California Health & Safety Code, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting unauthorized non-storm water discharges and illicit discharges, and requiring the release of pollutants to be reduced to meet applicable water quality standards and the Best Available Technology economically achievable .

(d) Coordination with hazardous waste generator contingency plan and emergency procedures. Any business requiring a hazardous waste generator contingency plan and/or emergency procedures, pursuant to California Code of Regulations, Title 22, §§ 66265.51 to 66265.56, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting unauthorized non-storm water discharge and illicit discharges, and requiring the release of pollutants to be reduced to meet applicable water quality standards and the Best Available Technology economically achievable.

6-8-405 Development.

(a) Any person performing construction in the City shall prevent pollutants from entering the MS4 and comply with all applicable federal, state, and local laws, ordinances, rules or regulations, including but not limited to, the general permit for storm water discharges associated with construction activity and Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended.

(b) The Enforcement Official may develop controls as appropriate to minimize the long-term, post-construction discharge of storm water pollutants from new development(s), or modification(s) to existing development(s). Controls may include source control measures to prevent pollutants from entering storm water and/or structural and non-structural treatment controls designed to remove pollutants from storm water.

(c) To minimize the discharge and transport of pollutants, the City may require, at its discretion, any development project to control the volume, rate, and quality of storm water runoff from the project site to prevent any deterioration of receiving water quality,

which would impair the designated and existing beneficial uses. The Director shall establish standards and guidelines implementing BMPs designed to control the rate and volume of storm water runoff from development sites to minimize the discharge and transport of pollutants, including compliance with, at a minimum, the BMPs contained in the California Storm Water Quality Association BMP Construction Handbooks or equivalent. Acceptable methods and standards for controlling storm water runoff volumes, rates, and pollutant load may include, but are not limited to the following, which are to be used except in areas of known groundwater contamination:

(1) Increasing Permeable Areas: Avoid placing impervious surfaces on highly porous soil areas; incorporate landscaping and open spaces into the project design; use porous materials or permeable pavement for driveways and walkways; incorporate detention ponds and infiltration pits into the project design; avoid placing pavement and other impervious surfaces in low lying areas.

(2) Directing Runoff to Permeable Areas: Direct storm water runoff away from impermeable areas to swales, berms, green strip filters, gravel beds, and French drains. Install rain gutters and orient them toward permeable areas. Modify the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property. When designing curbs, berms, or other structures, avoid designs that isolate permeable or landscaped areas, or incorporate curb cuts or other pathways for water flow to permeable or landscaped areas.

(3) Maximizing Storm Water Storage for Reuse: Use retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

6-8-406 General Rules and Regulations.

The following rules and regulations shall apply to all persons using the City's MS4. Failure to comply with any provision, requirement, rule, or regulation under this chapter may be subject to prosecution in accordance with Turlock Municipal Code Section 1-2-01:

(a) The disposal of petroleum products (oil and grease), pesticides, fertilizers, household or industrial chemicals, industrial process wastewater, domestic sewage, animal waste, or other pollutants into the MS4 is prohibited.

(b) Residential roof drains may not be directly connected to public sidewalks and street gutters, but must discharge into landscape areas or rain barrels.

(c) Any person or entity engaging in activities that may result in pollutants entering the City's MS4 shall undertake all practicable measures to reduce such pollutants. Examples of such activities include the ownership or use of premises that may be a

source of pollutants such as parking lots, gasoline stations, industrial facilities, business enterprises, and dwelling units.

(d) Littering: No person shall throw, deposit, leave, blow, keep or permit to be thrown, deposited, placed, blown, left or maintained, any refuse, rubbish, trash, garbage, material or other discarded or abandoned objects, articles, or other litter in or upon any street, alley, sidewalk, storm drain, business place, or upon any public or private property in the City so that the same can become a pollutant by entering the MS4.

(e) Bodies of Water: No person shall throw or deposit litter or material in any fountain, pool, lake, stream, irrigation canal, river or any other body of water in a park or elsewhere within the City.

(f) Standards of Parking Lots Paved Areas and Related Storm Drain Systems. Persons owning, operating, or maintaining a paved parking lot, the paved area of a gas station, a paved private street or road, and private storm drains shall, using a dry method such as brooming and absorbents, clean those structures as frequently and thoroughly as practicable to prevent the discharge of pollutants to the City's MS4.

(1) Incidental Runoff: Parties responsible for controlling runoff in excess of incidental runoff shall:

(i) Detect and correct leaks within 48 hours of learning of the leak;

(ii) Properly design, maintain, and aim sprinkler heads;

(iii) Not irrigate during precipitation events;

(iv) Manage any pond containing water such that no discharge occurs, other than the result of a 25-year, 24-hour storm event or greater, except as permitted by an approved NPDES Permit.

Article 5. Administrative Requirements

6-8-501 Containment and Notification of Spills.

(a) No person shall allow or permit a spill to discharge into the MS4 or any receiving water.

(b) All persons in charge of a facility or responsible for emergency response for a facility shall have personal responsibility to train facility personnel and maintain notification procedures to assure immediate notification is provided to the City of any suspected, confirmed, or unconfirmed release of material, pollutants or waste creating a risk of discharge into the City's MS4. Any person owning or occupying a premises, who has

knowledge of any release of pollutants or non-storm water discharge from or across those premises that might enter the MS4, other than a release or discharge that is permitted by this chapter, shall immediately take all reasonable action to contain and abate the release of pollutants or non-storm water discharge. As soon as any person in charge of a facility or responsible for emergency response has knowledge of such risk, they shall notify the City by telephoning the public safety non-emergency number of unlawful discharge and confirming the notification by correspondence to the Enforcement Official within 24 hours of the event.

(c) The Enforcement Official shall respond to any such notification of suspected, confirmed, or unconfirmed release of material, pollutants or waste creating a risk of discharge into the City's MS4. The Enforcement Official shall consult the Spill Response Plan in determining the best course of action.

(d) For the purpose of containment in the event of a spill, all vehicles within 100 feet of a storm water catch basin or other direct inlet to the MS4 shall be stored and parked on a paved surface capable of containing all reasonably expected discharges from vehicles to the satisfaction of the Enforcement Official.

6-8-502 Inspection Authority.

(a) Right of Entry.

(1) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized Enforcement Official has reasonable cause to believe that there exists upon any premises any condition constituting a violation of this chapter, the Enforcement Official may, with consent, enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the Enforcement Official by this chapter and in accordance with Turlock Municipal Code, Section 4-16-102.

(2) Any request for entry shall state that the property owner or occupant has the right to refuse entry, and that in the event such entry is refused, inspection may be made upon issuance of a warrant issued by a court of competent jurisdiction.

(3) In the event the owner or occupant refuses entry after such request has been made, the Enforcement Official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

(b) Photographs. The Enforcement Official may, in the course of inspection, photograph the premises to memorialize the inspection as it relates to regulation by this chapter or any other local, state, or federal law. Photographs may be taken of any facility, mechanism, apparatus, means or method thought to contribute to or facilitate a suspected violation.

(c) Sampling Methods. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of storm water contamination, illegal discharge, non-storm water discharge to the MS4, or similar factors.

(d) Sampling Authority.

(1) During any inspection, the Enforcement Official may take samples as necessary in order to implement and enforce the provisions of this chapter.

(2) This authority may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples.

(e) Monitoring, Analysis and Reporting Authority.

(1) The Enforcement Official may require monitoring, analysis, and reporting of discharges from any premises to the MS4 in accordance with US EPA approved methods.

(2) Upon service of written notice by the Enforcement Official, the burden, including cost of these activities, analyses, and reports incurred in complying with the requirement shall, to the extent permitted by law, be borne by the property owner, operator or occupant of the facility or activity for which testing and monitoring has been requested.

(3) In the event the owner, occupant, or operator of a facility subject to a monitoring and/or analysis order fails to conduct required monitoring and/or analysis and furnish the required reports, the authorized enforcement officer shall cause a notice of violation to be processed under Section 6-5-921(b)(1) of this chapter, which notice shall include the estimated costs that will be incurred by the City to complete such monitoring or analysis. In addition to any other remedies available to the City, further enforcement may be conducted pursuant to Sections 6-5-921(b) through 6-5-921(e), inclusive of this chapter.

(f) Providing False Information or Tampering with Monitoring Equipment. Knowingly making any false statement or knowingly rendering any monitoring device or method inaccurate may result in punishment under the provisions of this chapter.

6-8-503 Concealment and Abetting.

It is unlawful to cause, permit, aid, abet, or conceal a violation of any provision of this chapter.

6-8-504 Acts Potentially Resulting in Violation of Federal Clean Water Act and/or Porter-Cologne Act.

Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who causes any discharges that causes pollution, or who violates any cease and desist order, prohibition, or provision of this chapter, may also be in violation of the Federal Clean Water Act (33 U.S.C. §§ 1251 *et seq.*) and/or Porter-Cologne Water Quality Control Act (Cal. Water Code §§ 13000 *et seq.*), and may be subject to the sanctions of those acts, including civil and criminal penalties.

Article 6. Enforcement

6-8-601 Enforcement Authority.

(a) General Enforcement Authority.

(1) Except as otherwise provided herein, the Director shall administer, implement, and enforce the provisions of this chapter.

(2) Any powers granted to or duties imposed upon the Director may be delegated by the Director to other city personnel.

(b) Administrative Enforcement Powers. In addition to any other remedies available, including but not limited to Chapter 2-11 Administrative Citations of the Turlock Municipal Code, the Enforcement Official may also exercise any of the following supplemental enforcement powers as may be necessary or advisable in the Enforcement Official's judgment under the circumstances.

(1) Notice of Violation (NOV).

(i) Whenever the Enforcement Official finds that any person owning, operating, or occupying a property has violated or is violating this chapter or order issued hereunder, the Enforcement Official may serve a written NOV upon such person, by personal service or by registered or certified mail. Such notice may require without limitation:

(aa) The performance of monitoring, analyses, and reporting;

(ab) The elimination of illicit connections or discharges;

(ac) The violating discharges, practices, or operations cease and desist;

(ad) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and

(ae) The implementation of source control or treatment BMPs.

(ii) If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within 30 calendar days, which such abatement, remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadlines, the work will be done by the City or a contractor designated by the Director and the expense thereof shall be charged to the violator pursuant to Section 6-5-921(b)(9) of this chapter.

(iii) Within 30 calendar days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory abatement, correction, and prevention thereof, including specific required actions, shall be submitted to the Enforcement Official.

(iv) Submission of this plan shall in no way relieve the person of liabilities for any violation(s) occurring before or after receipt of the NOV.

(v) If the appointed time frame cannot be met, the Enforcement Official may adjust the original time frame. The appropriate Regional Water Board shall be notified if all parties agree that cleanup activities cannot be completed within in the original timeframe. The Regional Water Board shall be notified in writing within five business days of the determination that the timeframe requires revision.

(2) Cease and Desist Orders.

(i) The Enforcement Official may require any person owning, operating, or occupying a property to cease and desist all activities that may cause or contribute to discharge in violation of this chapter.

(ii) This order may also require such person to:

(aa) Comply with the applicable provisions of the chapter within a designated period of time;

(ab) Take appropriate abatement, remedial, or preventative action to keep a violation from recurring.

(3) Notice to Cleanup and Abate.

(i) The Enforcement Official may require any person owning, operating, or occupying a property to clean up and abate any discharge, spill or release of pollutants on that property that may result in a violation of this chapter in

accordance with Turlock Municipal Code, Section 5-5-202. The abatement or cleanup shall take place within a 72 hour timeframe after receiving said notification. Materials deemed hazardous by the Enforcement Official shall be cleaned up or abated as soon as possible.

(ii) The Enforcement Official may also order abatement of activities or practices that may reasonably result in such a violation.

(4) Mitigation. The Enforcement Official shall have authority to order the mitigation of circumstances that may result in or contribute to illicit discharges.

(5) Storm Water Pollution Prevention Plan. The Enforcement Official shall have the authority to establish elements of a SWPPP, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this chapter.

(6) Best Management Practices. The Enforcement Official may establish the requirements of BMPs for any property.

(7) Violations Constituting Misdemeanors. In addition to civil penalties provided for in this chapter, any violation of this chapter may be prosecuted in accordance with Turlock Municipal Code 1-2-01.

(8) Violations Deemed a Public Nuisance. In addition to the penalties provided in this chapter, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare, and is thus declared and deemed a nuisance. Any such nuisance may be summarily abated and/or restored by any authorized City personnel.

(c) Further, in addition to any other remedies available, including but not limited to Chapter 2-11 Administrative Citations of the Turlock Municipal Code, the City may pursue civil action, pursuant to division of this section, to abate, enjoin, or otherwise compel the cessation of the nuisance.

(1) Cost Recovery.

(i) The cost of the abatement and restoration shall be borne by the owner of the property, and the cost therefore shall be invoiced to the owner of the property.

(ii) If the invoice is not paid within 60 days, the Enforcement Official shall have the authority to place a lien upon and against the property.

(iii) If the lien is not satisfied within three months, the Enforcement Official is authorized to take all legal measures as are available to enforce the lien as a

judgment, including, without limitation, enforcing the lien in an action bought for a money judgment, or by delivery to the County Assessor of a special assessment against the property in accordance with California Government Code § 38773.5.

(2) Seasonal and Recurrent Nuisance.

(i) If any violation of this chapter constitutes a seasonal and recurrent nuisance, the Enforcement Official shall so declare.

(ii) Thereafter, such seasonal and recurrent nuisance shall be abated every year without the necessity of any further hearing.

(3) Costs of Enforcement.

(i) If it prevails in any administrative, civil, or criminal proceeding initiated under this chapter, the City shall be entitled to seek reimbursement for all costs incurred in connection with such proceeding.

(ii) Such reimbursable expenses may include, but are not limited to, costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, and costs of suit.

(iii) If any such costs are granted to City, they shall be recoverable pursuant to division (c) or (d) of this Section.

(d) Civil Action.

(1) In addition to any other remedies provided in this chapter or by law, any violation of this chapter may be enforced by civil action brought by the City Attorney.

(2) Monies recovered under this subdivision shall be paid to the City to be used exclusively for costs associated with monitoring and establishing storm water discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

(3) In any such action, the City may seek, as appropriate, any or all of the following remedies:

(i) A temporary and/or permanent injunction;

(ii) Assessment of costs to the violator for any investigation, inspection or monitoring survey that led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subdivision;

(iii) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;

(aa) Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life.

(e) Emergency Orders and Abatements.

(1) The Enforcement Official may order the immediate abatement of any discharge from any source to the MS4 when, in the opinion of the Enforcement Official, the discharge causes or threatens to cause a condition that presents an imminent danger to the public health, safety, welfare or environment, or a violation of this ordinance or an NPDES permit.

(2) In emergency situations, where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, welfare, or environment, or a violation of this ordinance or an NPDES permit, the City may perform or cause to be performed such work as shall be necessary to abate the threat or danger.

(i) The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of subdivision (c) or (d) of this section.

6-8-602 Abatement by City.

(a) If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal under Section 6-8-607, within ten (10) calendar days of the decision of the Director upholding the decision of the Enforcement Official, then the City or a contractor designated by the Director may, with consent, enter upon the subject private property, and is authorized to take any and all measures necessary to abate the violation and/or restore the property.

(b) It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

6-8-603 Charges for Cost of Abatement.

(a) Within 30 days after abatement of the nuisance by City, the Director shall notify the property owner of the property of the cost of abatement, including administrative costs. The City shall recover enforcement costs in accordance with the Turlock Municipal Code, Chapter 4-16.

(b) Within 15 days, the property owner may file with the City Clerk a written protest objecting to the amount of the assessment.

(1) The City Clerk shall set the matter for public hearing by the City Council.

(2) The decision of the City Council shall be set forth by resolution and shall be final.

(c) If the amount due is not paid within ten (10) days of the decision of the City Council or the expiration of the time in which to file an appeal under this section, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

(d) A copy of the resolution shall be turned over to the County Auditor so that the Auditor may enter the amounts of the assessment against the parcel as it appears on the current assessment roll. The Tax Collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

6-8-604 Violations.

(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of its requirements.

(b) A violation of, or failure to comply with, any of the requirements of this chapter shall constitute an infraction and, therefore, shall be subject to the following fines:

(1) $500 upon the first offense;

(2) $1,000 upon the second offense;

(3) $2,000 upon the third and each subsequent offense.

(c) If any violation is continued, each day's violation shall be deemed a separate offense.

6-8-605 Criminal Prosecution.

(a) Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law.

(1) The authorized enforcement agency may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

6-8-606 Remedies Not Exclusive.

(a) Remedies under this chapter are in addition to, and do not supersede or limit, any and all other remedies, civil or criminal.

(b) The remedies provided for herein shall be cumulative and not exclusive.

6-8-607 Appeal.

(a) Any person served with a Notice of Violation, subject to a cease and desist order, subject to a cleanup and abatement order, required to perform monitoring, analyses, reporting and/or corrective activities by an authorized Enforcement Official, or otherwise aggrieved by the decision of the authorized Enforcement Official, may appeal the decision, within ten (10) days following its effective date, by filing a written appeal with the Director.

(b) The Director shall request a report and recommendation from the authorized Enforcement Official and shall set the matter for hearing at the earliest practical date.

(1) Due notice of the hearing shall be provided to the person appealing the decision of the authorized Enforcement Official.

(2) At the hearing, the Director may hear additional evidence, and may reject, affirm, or modify the authorized Enforcement Official's decision.

(3) The Director's decision shall be final.

6-8-608 Disclaimer of Liability.

(a) The degree of protection required by this chapter is considered reasonable for regulatory purposes, and is based on scientific, engineering, and other relevant technical considerations.

(b) The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into Waters of the United States.

(c) This chapter shall not create liability on the part of the City, or any officer or employee thereof, for any damages that result from reliance on the code or any administrative decision lawfully made thereunder.

6-8-609 City Authority.

The Enforcement Official is authorized to make any decision on behalf of the City required or called for by this chapter.

6-8-610 Judicial Review.

The provisions of California Code Civ. Proc. §§ 1094.5 and 1094.6 are applicable to judicial review of City decisions pursuant to this chapter.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES: Councilmembers
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2014.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

6B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 3, ARTICLE 1, ARTICLE 2, ARTICLE 3, AND ARTICLE 4, SECTIONS 08 AND 09, REGARDING FIRE CODES AND ADMINISTRATION	ORDINANCE NO. -CS

WHEREAS, the City of Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration is being amended to reflect the changes to the 2013 Fire Code (CFC).

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

SECTION 1. AMENDMENT: Title 4, Chapter 3, Article 1, is hereby amended to read as follows:

Article 1. Adoption of California Fire Code

4-3-101 Purpose: Adoption, amendment and authorization.
(a) The California Fire Code, Edition 2013, and the secondary codes and publications adopted by reference in this section and TMC 4-3-102 are adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion and is the fire code of the City of Turlock except for those specific amendments thereto made in this chapter.

(b) Any and all amendments herein are permitted and authorized by the organizations and associations publishing the 2013 California Fire Code and the secondary codes and publications.

(c) The 2013 California Fire Code, the secondary codes and publications, and the amendments thereto are adopted as the fire code of the City of Turlock pursuant to the City's police powers provided for in the California Constitution, Article 11, Section 7 to legislate for the public health and safety.

4-3-102 Adoption by reference of the 2013 California Fire Code.
That document, one (1) copy of which is on file in the office of the City Clerk, and designated as "California Fire Code, 2013 Edition" (hereinafter referred to in this chapter as CFC), Appendix Chapter 4, and Appendices B, BB, C, CC, D, E, F, G, H, I, and J with errata, thereto, as compiled and published by the International Code Council, which code prescribes regulations governing conditions hazardous to life and property from fire and explosion, as hereinafter amended, deleted and added to, is hereby adopted by reference as the fire code of the City of Turlock.

4-3-103 Adoption of secondary codes.
The current edition of the National Fire Codes published by the National Fire Protection Association (NFPA) is adopted as a secondary code and by this reference is incorporated herein as though set forth in full.

4-3-104 Fees.
(a) Permit Fee. The Council may, from time to time, by resolution, adopt a fee for any permit issued pursuant to the Fire Code.

(b) Plan Check Fee. Plan check fees will be collected for all projects requiring a permit. Fees will be charged according to the established City fee schedule. Fees shall be collected when the permit is issued. If the permit is not issued within one (1) year, the permit will be voided and incurred fees will be billed to the person requesting the permit.

(1) Where plans are incomplete or changed so as to require an additional plan check, an additional plan check fee shall be charged at a rate shown in a schedule setting forth fees as adopted from time to time by resolution of the City Council.

(c) Re-Inspection Fee. The Council may, from time to time, by resolution, adopt a fee for costs associated with multiple re-inspections conducted to obtain compliance with any notice, order or tag issued pursuant to the Fire Code.

(1) Where the assessment of re-inspection fees is authorized, the Fire Chief shall provide the responsible person with a written notice assessing the re-inspection fees. The written assessment shall contain the following information:

(i) The amount of fees charged;

(ii) The corresponding dates when re-inspections took place; and

(iii) A deadline by which the re-inspection fee must be paid.

(2) Notification of the re-inspection fee assessment shall be provided to the responsible person by personal delivery or certified mail, return receipt requested.

(3) The failure of any responsible person to receive notice of the re-inspection fees shall not affect the validity of any fees imposed under this article.

(4) Final determination of an inspection or re-inspection fee shall create a debt in the nature of a quasi-contractual obligation, including an award of reasonable attorney's fees, in favor of a prevailing party running from the property owner to the City. The City shall collect the assessed re-inspection fees by the use of all appropriate legal means, including but not limited to referral to the Finance Division for collection in small claims court or by imposition of a lien.

4-3-105 Alternate materials.
Section 104.9 of the CFC is amended to read as follows:

> Whenever the Fire Chief disapproves an application for use of alternate materials, methods and/or types of construction, disapproves an application for permit or refuses to grant a permit applied for, or when it is claimed that the provisions of the Code do not apply or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision as provided by Title 1, Chapter 4 of this Code.

4-3-106 Citations.
Section 109.3 of the CFC is amended to read as follows:

> Citations. Persons operating or maintaining an occupancy, premises, or vehicle subject to the Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the Fire Chief shall be guilty of a misdemeanor or infraction at the discretion of the Fire Chief. The Council may from time to time adopt a bail schedule for CFC violations. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 2. AMENDMENT: Title 4, Chapter 3, Article 2, is hereby amended to read as follows:

Article 2. Amendments to the California Fire Code

4-3-201 Authority of fire personnel to exercise powers of police officers.
Section 103.5 of the CFC is hereby amended to read as follows:

> The Fire Chief, Division Chiefs, Fire Marshal, and members of the Fire Department conducting Prevention Bureau and/or Fire Investigation unit duties shall have the powers of a Police Officer in performing their duties under this Code.

4-3-202 Permit required for certain operations.
(a) Section 105.6 of the CFC is hereby amended to read as follows:

> Explosives. An operational permit is required for the storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 33.

(b) Section 105.6.16 (3) is amended as follows:

To store, handle or use Class II, Class III-A and Class III-B liquids in excess of twenty-five (25) gallons in a building or in excess of fifty-five (55) gallons outside a building.

(c) Sections 105.6.19 and 105.6.30 are hereby deleted.

4-3-203 Approved automatic fire sprinklers.
Section 903.7 of the CFC is amended by adding the following sections:

1. Approved automatic sprinkler systems are integrated systems of underground and overhead piping including a water supply of a type such as a gravity tank, fire pump, reservoir or pressure tank of a connection by underground piping to a city main, and which comply in all respects with the requirements adopted for such systems as described in the NFPA Pamphlet No. 13, as it now exists or as it may from time to time be amended. All required sprinkler systems shall meet NFPA 13 commercial standards unless mentioned below.

Two story condominium/apartment buildings may be approved with NFPA 13R systems with attic protection. The sprinklers are to have interior warning devices approved by the Fire Chief.

With approval from the Fire Chief, condominium projects with property lines between the units may be protected with NFPA 13R or 13D systems. The sprinkler systems shall have an approved interior warning device approved by the Fire Chief.

2. Approved automatic sprinkler systems shall include a waterflow detecting device, and valves controlling such systems, and shall be supervised by a monitoring device or devices. Waterflow and monitoring devices shall operate on a continuous basis, to provide immediate notification of any activation of such systems to a central station as described in the NFPA Pamphlet No. 72, as it now exists or as it may from time to time be amended. Underground key or hub valves in roadway boxes provided by the City or a public utility need not be monitored.

Sprinkler riser rooms and Fire Department connections shall be marked as requested by the Fire Chief.

3. Notwithstanding the provisions of this Code or the provisions of any other codes of the City of Turlock, approved automatic sprinkler systems shall be installed in those buildings, structures or combination of building and structure hereinafter constructed, which meet any one (1) of the following criteria:

(a) Have a total aggregate floor area of five thousand (5,000) square feet or more. Aggregate floor area shall be determined by measuring and totaling the area within the outside walls of the structure for each floor, or mezzanine and basement; the area beneath all attached projections from the outside walls that are four (4') feet or larger; and the floor area of any attached garage. If the structure has no outside walls, the area shall be measured from the edge of the eaves projection. If structures are within six (6') feet of each other as measured from the outside walls, or any projection therefrom, or are attached by a breezeway or a covered walkway, the measured floor area of each shall be aggregated.

(b) Are three (3) stories or more, irrespective of height; including basements, cellars and/or mezzanines.

(c) When an existing building is modified to cause it to exceed any of the thresholds set forth above.

(d) Any new building constructed for a Group A occupancy (as defined in California Building Code Section 303.1.1) or modified for Group A use.

4. Exceptions: When applying the provisions of this chapter, each portion of an existing building or structure separated by one (1) or more fire walls may be considered a separate building or structure; provided, that the fire walls meet the requirements of Section 705 of the current adopted edition of the California Building Code and the individual areas do not exceed the limits specified in Section 4-3-203 (3)(a) of this Code. Fire walls may not be added to avoid the installation of fire sprinklers in new buildings. Fire walls may not be added to existing buildings during remodel/addition to avoid the installation of fire sprinklers.

5. The Fire Chief shall have the power and authority to modify the enforcement of any part of this section. Such modification shall be upon terms and conditions as he/she shall deem proper, and shall become validated by passage of a Resolution from the City Council of the City of Turlock.

6. Nothing in this subsection is intended to provide a lesser degree of protection than that required in the presently adopted version of the California Building Code or provide for a waiver of its provisions unless such provision of this subsection provides for sprinkler protection in an area or areas not required in the building.

4-3-204 Fire Department access.
(a) Appendix D Section D103.5(8) of the CFC is amended by adding:

Gated communities may be approved to have fifteen (15') foot gates when automatic opening devices such as Opticom systems or the equivalent are installed and when approved by the Fire Chief. Knox Box access shall also be provided. Dual keyed Knox products for Police access shall be required.

(b) Appendix D Section D105.5(6) of the CFC is amended by adding:

Manual opening access gates may not be locked with a chain and padlock unless a Knox padlock is installed in the chain or a Knox Box with keys to the gate is added to the gate location. Dual keyed access for the Police Department may be required.

(c) Appendix D Section D102 of the CFC is amended by adding:

Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt or concrete capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.

(d) Section 506.3 of the CFC is amended by adding:

All commercial projects (new, remodel, addition and change of occupancy, or occupancy inspection) in the City may be required to provide a Knox Box (key box). A Knox Box capable of containing Material Data Safety Sheets (MSDS) sheets and Hazardous Materials plans will be required at commercial sites with significant amounts of hazardous materials. The Fire Chief may require additional Knox Boxes and padlocks to large buildings or projects.

(e) Section 504.1 of the CFC is amended by adding:

A clear walkway to the rear of any building shall be provided for firefighter access. The clear walkway shall include a minimum 24 inch gate in fences and 30 inch clear path. The clear path may be grass, soil or solid surface.

(f) Section 505.1 of the CFC is amended by adding:

Residential numbers shall be illuminated from dusk to dawn.

(g) Section 505.1.1 of the CFC is amended by adding:

New commercial buildings, commercial buildings undergoing occupancy change and commercial buildings undergoing renovation shall have a minimum of 6 inch Arabic numerals or alphabet letters indicating the building's street address. The numerals and letters are to have a 3/4 inch stroke and contrast with their background. The address shall be internally or externally illuminated from dusk until dawn. The address shall face the street or road fronting the property. Buildings which set back from the road or street over 100 feet may be required to have larger numerals/letters as required by the Fire Chief. Rear addresses may be required due to property configuration.

(h) Section 506.1.1 of the CFC is amended by adding:

When gates are required or requested across required fire access lanes, an automatic gate may be required. The gate will be required to open with the Opticom strobe light system used by the Turlock Fire Department. A Knox Box entry will also be required.

(i) Section 912.3.1 of the CFC is amended by adding:

Locking Knox fire department connection caps will be required on all new installations. Knox caps will be required on existing fire department connections when required by the Fire Chief.

(j) Section 912.7 of the CFC is amended by adding:

A fire hydrant shall be located within 75' of all required fire department connections. Fire hydrants serving sprinkler systems shall be located on the City side of the back flow prevention device.

(k) Section 912.8 of the CFC is amended by adding:

Fire hydrants shall not be placed on the fire suppression side of a fire department connection. The Fire Chief may require a looped underground fire service to large projects when deemed necessary.

4-3-205 Agricultural fire/pit barbecues/bonfires.

(a) Section 307 of the CFC is amended by adding 307.2.2 as follows:

The only open burning allowed in the City will be products of agricultural pursuit. A permit shall be issued by the City and the San Joaquin Valley Air Control District.

(b) Section 307.4.1 of the CFC, Bonfires, is deleted.

4-3-206 Electronic disconnects/solar photovoltaic systems.
(a) Section 605.3.2 of the CFC is amended by adding:

The main electrical service to any commercial building must be accessible for emergency shut-off from the outside of the building. This may be accomplished by providing a (one) main disconnect or a shunt trip device. If a generator system activates automatically when the shunt trip or main disconnect is shut down, a control to stop the generator must be located with the main disconnect or shunt trip. Shunt trips or main disconnects and generator controls shall be identified by signs approved by the Fire Chief. Exception: Electrical control room with a marked door that is accessible from the outside of the building.

4-3-207 Use of incinerators.
Section 603.8 of the CFC is hereby amended to read as follows:

The use of incinerators within the City limits of the City of Turlock is prohibited. Exception: Human and pet incinerators.

4-3-208 False alarms.
Section 908.8 of the CFC is hereby amended to read as follows:

It shall be unlawful for a person to give, signal or transmit a false fire alarm. The City Council may adopt by resolution reasonable fees to recover the costs associated with responses to buildings or similar structures that have excessive false fire alarms.

4-3-209 Hotworks.
Section 3504.2.6 of the CFC is amended to read as follows:

A minimum of 2-A:20B:C-rated fire extinguisher or a charged water hose equipped with a nozzle shall be located within thirty (30) feet of the location where hotworks is in progress and shall be accessible without climbing stairs. When required by the Fire Chief, a minimum 2-A:20B:C-rated fire extinguisher shall be mounted to each portable welding cart.

4-3-210 Portable unvented heating appliances.
Section 603.4 of the CFC is amended to read as follows:

Portable, unvented heating appliances shall not be used in occupied buildings within the City limits of the City of Turlock. Exception: When approved, listed portable unvented oil burning heating appliances may be used in any occupancy during construction when such use is necessary for the construction and does not represent a hazard to life or property.

4-3-211 Explosive materials prohibited and limited acts.
Section 5608.2 of the CFC shall be amended to read:

Manufacturing. Explosive materials and fireworks shall not be manufactured within the city limits of Turlock.

Limits established by law. The storage of explosives and blasting agents is restricted to those areas of the city zoned as Heavy Industrial (M-2). Exception: Temporary storage for use in connection with approved blasting operations conducted in accordance with all applicable provisions of Chapter 56.

4-3-212 Operating heating, lighting, and cooking appliances.
Section 5705.3.3 of the CFC is hereby amended to read as follows:

Heating, lighting or cooking appliances which utilize Class I liquids shall not be operated within a building or structure within the city limits of Turlock.

4-3-213 Operation of tank vehicles.
Section 3206.6.2.3 is hereby amended to read as follows:

Tank Vehicles delivering to or receiving from flammable and combustible liquid tanks shall stand entirely on private property. Dispensing into any Tank Truck cargo tank with service station dispensing facilities is prohibited.

4-3-214 Deposits of hazardous materials: Cleanup, abatement, or mitigation required: Liability for costs.
(a) Section 2703.3.1.4 of the CFC is amended to read as follows:

Responsibility of cleanup. The person, firm or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no costs to the jurisdiction. When deemed necessary by the Fire Chief, cleanup may be initiated by the Fire Department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. The remedy provided by this section shall be in addition to any other remedies provided by law.

For purposes of this section, costs incurred by the City of Turlock shall include, but shall not be necessarily limited to the following: actual labor costs of City employees at their fully burdened hourly rate, cost of equipment operation, cost of materials obtained directly by the City, and cost of any contract labor and materials.

(b) Section 2702.1 of the CFC, the definition of Hazardous Materials, is hereby amended to read as follows:

> Definition: Hazardous materials. Those chemicals or substances which are physical hazards or health hazards as defined and classified in Chapter 27, or as defined in the California Health and Safety Code, Division 20, Chapter 6.95, commencing with Section 25500, whether the materials are in useable or waste condition.
> NFPA 704 placards may be required on all commercial buildings/structures with hazardous materials as required by the Fire Chief.

4-3-215 Location of containers.
Section 6104.2 of the CFC is amended to read as follows:

> Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested commercial areas, the aggregate capacity of any one installation shall not exceed 2,000 gallon water capacity.
>
> The storage of liquefied petroleum gases is restricted to those areas of the City zoned Commercial-Industrial zone; M-1 and M-2 Industrial zones and in addition thereto to properties used as Automotive Service Stations located in the areas of the City zoned for commercial use.
>
> Whenever the Fire Chief, in his discretion, determines the storage of liquefied petroleum gases is necessary in other areas, the aggregate capacity of any such installation shall not exceed 2,000 gallon water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Chief, after consideration of special features such as topographical condition, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the local Fire Department. The storage of liquefied petroleum gas shall conform to the provisions of the local zoning ordinance.

4-3-216 Outside storage and use of liquefied petroleum gas.
Section 5301.2 of the CFC is hereby amended to read as follows:

> Permits and Plans. A permit is required to store, use, handle or maintain any portable or stationary LP-gas container. The installer shall submit plans for any stationary LP-gas installation, regardless of size.
>
> Exceptions:
>
> (1) Containers not exceeding five (5) gallon water capacity, used for residential "barbecue" cooking, when used and stored outside of buildings.

(2) Approved containers not exceeding 16.4 ounces when displayed for sale in mercantile occupancies.

Distributors shall not fill an LP-gas container for which a permit is required unless a permit for the installation has been issued for that location by the Fire Chief.

4-3-217 Prohibited use of liquefied petroleum gas.
Section 6105 of the CFC is hereby amended by adding thereto Subsections 6105.5, 6105.6, 3805.4, 6105.7, 6105.8, 6105.9 (1-10), 3805.6, and 3805.7 (1-10) to read as follows:

6105.5 The use of stoves and other similar fuel burning appliances using liquefied petroleum gas for cooking, lighting or heating is prohibited in the City except as permitted in subsection (6) of this section.

6105.6 The storage or use of liquefied petroleum gas in any quantity shall be prohibited in areas of the City other than those areas designated in Section 6105.9 may be permitted on a temporary basis by the Fire Chief when it is required for construction or repair of buildings.

6105.7 The storage of liquefied petroleum gas shall be prohibited in Hotels, Motels, and Apartment Houses and in buildings or on property or streets adjacent to property used for the following purposes: hotels, motels, apartments, condominiums, schools, churches, public assemblies, hospitals, carnivals, circuses, public parks, and other similar uses involving gatherings of more than fifty (50) people.

6105.8 Liquefied petroleum gas shall not be used for cooking, lighting or heating in any building that has Natural Gas Service along any boundary of the building property line, except with the special permit of the Fire Chief. This includes use of outdoor LPG heaters on same properties.

6105.9 Exceptions:

1. The storage of liquefied petroleum gas may be permitted by the Fire Chief on residential property, when said property has been recently annexed to the City, and does not have natural gas service existing on a boundary line of the property.

2. Liquefied petroleum gas may be used for cooking purposes only at certain "Mobile" Carnival installation subject to the approval of the Fire Chief.

3. Approved containers of liquefied petroleum gas may be stored and used in School Laboratories and used for Educational purposes subject to approval of the Fire Chief.

4. Permission may be granted by the Fire Chief for the use of liquefied petroleum gas by Artisans in the pursuit of their trade.

5. Approved containers of liquefied petroleum gas may be displayed for sale and storage in approved locations at certain Mercantile occupancies. The content weight of said containers shall not exceed 16.4 ounces.
6. Liquefied petroleum gas may be used for residential barbecue cooking. Containers shall not exceed five (5) gallon water capacity, and shall be stored outside of buildings. Two 5 gallon containers per single family residence.

7. Liquefied petroleum gas may be used to provide heat and light for camp trailers in "overnight" trailer parks within the City subject to compliance with applicable provisions of the California State Health and Safety Code.

8. Occupancies licensed by a State Agency requiring an alternate fuel supply for Emergency Standby Generators.

9. For use with certain mobile vending equipment.

10. LPG may be approved in businesses for approved floor cleaning machines and forklifts. Storage of extra cylinders to be approved by the Fire Chief.

4-3-218 Special enclosures, i.e., Con Vaults.

(a) Section 5704.2.9.5.1 of the CFC is amended by adding the following:

The storage of Class I, II, and III A/B flammable and combustible liquids in aboveground tanks inside of buildings shall be in an approved double walled/protected tank. The tank shall be approved by the Fire Chief and installed per the CFC/NFPA.

(b) Section 5704.2.9.6.1 of the CFC is amended by adding the following:

The storage of Class I, II and III A/B flammable and combustible liquids in aboveground tanks outside a building is prohibited. Exception: Protected aboveground tanks shall be approved by the Fire Chief. Aboveground tanks shall be installed per the CFC/NFPA.

(c) Section 312.2(2) of the CFC is amended to read as follows:

Spaced not more than 3 ft. (914 mm) between posts on center.

4-3-219 Standpipe requirements.
Section 905.3.1 of the CFC is amended to read as follows:

Occupancies three or more stories in height shall be provided with a class one standpipe system approved by the Fire Chief. (Except R Division 3) Occupancies less than three stories in height but greater than 20,000 square feet per floor shall be required to install class one standpipe approved by the Fire Chief.

Garden type apartment complexes may be required to install type one standpipe systems approved by the Fire Chief.

4-3-220 Alarm certifications.
(a) Section 907.1.5 of the CFC is hereby amended to read:

Certification. A certificate from Underwriters Laboratories (UL) shall be required on all commercial fire alarm/monitoring systems installed after January 1, 2003. UL certification shall be provided for all previously existing commercial fire alarm systems no later than January 1, 2005. UL certification is required to be maintained for commercial fire alarm/monitoring systems throughout the life of the alarmed/monitored building.

The UL certified system is to be monitored by a UL Central Station with all required services.

(b) Section 202 of the CFC, Firewatch, shall be amended by adding:

Qualified person shall mean an employee of an acceptable security guard/patrol service.

4-3-221 Spray booths.
Spray booth is a listed mechanically ventilated appliance of varying dimensions and construction provided to enclose or accommodate a spraying operation and to confine and limit the escape of spray vapor and residue and to exhaust it safely.

Flammable spraying, combustible spraying, bedliner spraying and powder coating operations shall be conducted in a listed spray booth. Existing operations to be upgraded at change of occupancy.

SECTION 3. AMENDMENT: Title 4, Chapter 3, Article 3, is hereby amended to read as follows:

Article 3. Validity, Violations, and Penalties

4-3-301 Validity.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this chapter and every section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

4-3-302 Violations: Penalties.
Violation of any provisions of this chapter or any International Code adopted by this chapter shall constitute a misdemeanor/infraction as provided in Title 1, Chapter 2 of the Turlock Municipal Code.

SECTION 4. AMENDMENT: Title 4, Chapter 3, Article 4, Sections 08 and 09, are hereby amended to read as follows:

Article 4. Fireworks

4-3-408 Fireworks displays.
CCR, Title 19, Division 1, Chapter 6 Fireworks is amended to read as follows:

(a) A special permit is required to conduct a fireworks display. A non-refundable fee, as established by resolution of the City Council from time to time, shall accompany every application for permission to conduct a public display of fireworks. This fee shall be in addition to any other fee or tax imposed.

(b) Permit applications, together with the permit fee established by resolution of the City Council, shall be submitted to the Fire Department not less than fourteen (14) days prior to the scheduled date of the display. After such privilege shall be granted, sale and possession, use and distribution of fireworks for such display shall be lawful for that purpose only and non-transferable. The decision of the Fire Chief shall be in writing and shall be mailed, postage prepaid, to the applicant. The decision of the Fire Chief, in acting on an application for permission to conduct a public display in accordance with the provisions of this section, may be appealed to the City Manager. Applicant shall file a Notice of Appeal of the Fire Chief's decision with the City Clerk within ten (10) days after the date of the decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the Fire Chief shall be final and conclusive. The applicant may appeal the decision of the City Manager to the City Council by filing a notice of appeal with the City Clerk within ten (10) days after the date of the City Manager's decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the City Manager, or his/her designee, shall be final and conclusive.

(c) The application shall include a diagram of the grounds on which the display is to occur which shows the point at which the fireworks are to be discharged, the location of the buildings, streets, electrical wires, trees and other overhead obstructions. At the

time of application, the Fire Department shall be consulted regarding requirements for standby apparatus.

(d) The permit shall be granted unless it is determined that to do so would be contrary to public health, safety or welfare.

(e) Subsection 2 and 3 of Section 7802.4 of the UFC are amended to read as follows:

(1) Pyrotechnic operator. Fireworks display operations shall be under the direct supervision of a State of California licensed pyrotechnic operator. They pyrotechnic operator shall be responsible for all aspects of the display related to pyrotechnics.

(2) Insurance. The permittee/licensee shall carry general liability insurance with a minimum limit of liability per occurrence of one million dollars ($1,000,000.00) for bodily injury and one hundred thousand dollars ($100,000.00) for property damage, or one million dollars ($1,000,000.00) combined single limit. The certificate of insurance shall include the following coverages and indicate the policy aggregate limit applying to: premises and operations, broad form contractual, and products and complete operations. The permittee/license shall provide at its own expense and maintain at all times the specified insurance policies with insurance companies approved by the City Attorney and shall provide evidence of such insurance to the City as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in policy, notices of same shall be given to the City Clerk of the city by registered mail, return receipt requested.

(3) Indemnification. The permittee/licensee shall agree to hold the City of Turlock, its agents, officers, employees, and volunteers harmless from, and save, defend, and indemnify them against any and all claims, losses, liabilities, and from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney fees and all costs and expenses arising directly or indirectly out of any act or omission of permittee arising out of any activity authorized by the permit.

4-3-409 Sales, storage, use and handling of fireworks.
CCR Title 19, Division 1, Chapter 6 Fireworks is amended to read as follows:

(a) General. Sales, storage, use and handling of fireworks shall be in accordance with this division.

(1) Sales. Retail sale or display with the intent to sell fireworks is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks within the City of Turlock by State of California licensed

retailers, provided a permit to sell those fireworks has been approved and obtained from the Fire Chief.

(2) Storage. The storage of fireworks within the City of Turlock is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks by State of California licensed wholesalers and retailers.

(3) Wholesalers storage. Wholesalers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 1 through July 31 of each year. Storage facilities shall comply with H1 occupancy classification requirements as defined by the Uniform Building Code.

(4) Retailers storage. Retailers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 22 through July 15 of each year. "Safe and Sane" fireworks that are not being sold or displayed with the intent to sell, shall be stored solely in the following manner.

(i) Within the permitted fireworks stand with a responsible adult on the premises at all times.

(ii) In a completely enclosed and locked utility type trailer constructed of 1/4 inch plywood or other approved noncombustible material.

(iii) In a completely detached garage on residential property. There shall be no open flame or spark producing equipment, or Class 1 flammable liquids stored or used within the garage.

(5) Fireworks shall not be stored within forty (40) feet of any building classified or used as a public or private school, day care facility, residential care facility, hospital, or place of detention or public garage, or any place of public assembly that can accommodate fifty (50) or more persons.

(6) Storage location and description of storage type will be required submitted information and will require Fire Chief approval.

(b) Fireworks not allowed in the City. Piccolo Petes, Whistling Petes and similar devices shall not be sold, possessed or used in the City limits. The Fire Chief shall have final determination regarding decisions pertaining to similar devices.

SECTION 5. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 6. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES: Councilmembers
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2014.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

6C

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 14, ARTICLE 4, SECTION 06, REGARDING CITY OF TURLOCK PAINT BANK	}	ORDINANCE NO. -CS

WHEREAS, there is no location available for a Paint Bank to coordinate the seeking, collection, and storage of paint and associated supplies for the abatement of graffiti.

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

SECTION 1. AMENDMENT: Title 4, Chapter 14, Article 4, Section 06 is hereby amended to read as follows:

4-14-406 Graffiti abatement.

(a) Use of public funds. Whenever the City becomes aware or is notified and determines that graffiti is so located on publicly or privately owned property within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or his or her designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the Responsible Party agrees to pay for the costs of repainting or repairing the more extensive area.

(b) Subsequent graffiti requiring surface modification. The existence of any surface or a structure on an either public or private parcel of land which has been defaced with graffiti after forced removal by the City more than two (2) times in twelve (12) months is a public and private nuisance, and may be abated by minor modifications thereto, or to the immediate area surrounding same, according to the provisions and procedures contained herein and as follows:

Said surface or surfaces shall be required to be retrofitted, at the cost to the property owner of said lot, not to exceed a total of Five Hundred and no/100ths ($500.00) Dollars, or at the cost of the City at the City's option, with such features or qualities as may be established by the City as necessary to reduce the attractiveness or the surface for graffiti, or as necessary to permit more convenient or efficient removal thereof.

(c) Worker's compensation coverage. Persons removing graffiti pursuant to a City-sponsored graffiti removal program shall be deemed workers covered by the City's worker's compensation program and insurance coverage.

(d) Abatement and cost recovery proceedings.

(1) Notice and Conduct of Due Process Hearing.

(i) The City Manager or his or her designee (hereinafter referred to as "Hearing Office") shall serve not less than forty-eight (48) hours written notice to the property owner or Responsible Party and if, after diligent search same cannot be found or located, then the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation published within Stanislaus County. Said notice shall inform the property owner or Responsible Party of the time and place for a hearing at which the property owner or Responsible Party shall be entitled to present evidence that his or her property does not contain graffiti.

(ii) The Hearing Officer shall determine whether or not the subject property contains graffiti. As to this finding, the determination of the Hearing Officer shall be final.

(iii) If the Hearing Officer determines that the subject property contains graffiti, the Hearing Officer shall give written notice that unless the graffiti is removed within five (5) days thereafter, the City shall enter upon the property, cause the removal or painting over or other such eradication effort deemed appropriate and shall provide an accounting to the property owner or Responsible Party of the costs associated with such eradication efforts.

(2) Cost of hearing. If the property owner or Responsible Party fails to request a hearing before the Hearing Officer regarding the eradication effort cost accounting, or after such a cost hearing, the Hearing Officer determines that all or a portion of the costs are appropriately chargeable to the eradication effort, the total amount set forth in the accounting or portion thereof shall be due and payable by the property owner or Responsible Party within thirty (30) days.

(3) Lien. If all or any portion of the assessed eradication charges remain unpaid after thirty (30) days, such amount shall constitute a lien on the subject property. The Hearing Officer shall present a resolution of lien to the City Council, and upon passage and adoption thereof, shall cause a certified copy to be recorded with the Stanislaus County Recorder's Office. The amount of such charges shall be collected at the same time and in the same manner as ordinary municipal taxes. If delinquent, the amount of such charges shall be subject to the same penalties and the same procedure for foreclosure and sale, as provided for ordinary municipal taxes.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of September, 2014, by the following vote:

AYES: Councilmembers
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2014.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

8A

Council Synopsis

September 23, 2014

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

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Fiscal Year 2013-14 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 2013-14. HUD awarded the City of Turlock $540,434 in CDBG funds and City of Turlock/County of Stanislaus Consortium $879,498. 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 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 2013 (PY2013) (July 1, 2013 to June 30, 2014). 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 fourth 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
- Rehabilitation of homes
- Public Service Grants
- Fair Housing Efforts
- Efforts to address the issues related to homelessness.
- Community development sidewalk project and new bathroom facilities at Columbia Park.

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 2013 activities were funded with CDBG, Cal HOME, State HOME and HOME Consortium funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

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 2013-2014

(July 1, 2013 through June 30, 2014)

City of Turlock

CDBG Grant Number B-13-MC-06-0039

City of Turlock/Stanislaus County HOME Consortium

HOME Grant Number M13-DC-06-0240

Prepared by:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 250, Turlock, CA 95380
(209) 668-5610, Fax (209) 668-2120, TDD 1 800 735-2929
Website: www.cityofturlock.org

Approved by Council on September 23, 2014
Final Submission to HUD September 23, 2014

EQUAL HOUSING OPPORTUNITY

SEPTEMBER 2014

CITY OF TURLOCK
Mayor John Lazar
Councilmember Amy Bublak
Councilmember Bill DeHart
Councilmember Steven Nacimento
Councilmember Forrest White
www.cityofturlock.org

STANISLAUS COUNTY
BOARD OF SUPERVISORS
District 1 William O'Brien
District 2 Vito Chiesa, Chairman
District 3 Terry Withrow, Vice-Chair
District 4 Dick Monteith
District 5 Jim DeMartini, Chairman
www.stancounty.com

CITY OF CERES
Mayor Chris Vierra
Vice Mayor Bret Durossette
Councilmember Ken Lane
Councilmember Mike Kline
Councilmember Linda Ryno
www.ci.ceres.ca.us

CITY OF NEWMAN
Mayor Ed Katen
Mayor Pro Tem Robert Martina
Councilmember Roberta Davis
Councilmember Nick Candea
Councilmember Donald Hutchins
www.cityofnewman.com

CITY OF HUGHSON
Mayor Matthew Beekman
Mayor Pro Tem Jeramy Young
Councilmember George Carr
Councilmember Jill Silva
Councilmember Harold Hill
www.ci.hughson.ca.us

CITY OF OAKDALE
Mayor Pat Paul
Mayor Pro Tem Tom Dunlop
Councilmember Michael Brennan
Councilmember Farrell Jackson
Councilmember Donald Peterson
www.ci.oakdale.ca.us

CITY OF PATTERSON
Mayor Luis Molina
Mayor Pro Tem Dominic Farinha
Councilmember Larry Buehner
Councilmember Sheree Lustgarten
Councilmember Deborah Novelli
www.cipatterson.ca.us

CITY OF WATERFORD
Mayor Charlie Goeken
Vice Mayor Jose Aldaco
Councilmember Michael Van Winkle
Councilmember Ken Krause
Councilmember Joshua Whitefield
www.cityofwaterford.org

Table of Contents

A. Executive Summary 6

B. General Questions
- B-1. Assessment of the one-year goals and objectives 7
  - Accomplishments by funding sources
    - Community Development Block Grant (CDBG) (City of Turlock) 7
      - Housing Rehabilitation 7
      - Public Services 9
    - CDBG-R (City of Turlock) 14
    - State HOME (City of Turlock) 14
    - CalHome (City of Turlock) 14
    - HOME Consortium 14
- B-2. Describe the manner in which the recipient would change its program as a result of its experiences 22
- B-3. Affirmatively Further Fair Housing 22
- B-4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles in meeting underserved needs 25
- B-5. Leveraging Resources 25

C. Managing the Process
- C-1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements 27

D. Citizen Participation
- D-1. Provide a summary of citizen comments 27
- D-2. Identify the Federal funds made available for furthering objectives 28

E. Institutional Structure
- E-1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination 31

F. Monitoring
- F-1. Describe how and the frequency with which you monitored activities 32
- F-2. Describe the results of your monitoring including any improvements 32
- F-3. Self-Evaluation 32

G. Lead-Based Paint
- G-1. Describe actions taken during the last year to evaluate and reduce lead based paint hazards. 33

H Housing Needs
- H-1. Describe Actions taken during the last year to foster and maintain affordable housing 33

I Specific Housing Objectives
- I-1. Evaluate progress to meet specific objectives 35
- I-2. Evaluate progress in providing affordable housing 37
- I-3. Describe efforts to address "worst-case" housing needs 37

J. Public Housing Strategy 37
J-1. Describe actions taken during the last year to improve public housing and resident initiatives 37

K. Barriers to Affordable Housing
K-1. Describe actions taken during the last year to eliminate barriers to affordable housing 38

L. HOME/ American Dream Down Payment Initiative (ADDI)
L-1. Assessment of Relationship of HOME funds to goals and objectives 39
L-2. HOME Match Report 39
L-3. HOME MBE and WBE Report 40
L-4. Assessments 40

M. Homeless Needs
M-1. Identify actions taken to address needs of homeless persons 40
M-2. Identify actions to help homeless person make the transition to permanent 43 housing and independent living 43
M-3. Identify new Federal resources obtained from Homeless Super NOFA 43

N. Specific Homeless Prevention Elements
N-1. Identify actions taken to prevent homelessness. 43

O. Emergency Shelter Grants (ESG) 44

P. Community Development 44
P-1. Assessment of Relationship of CDBG funds to Goals and Objectives 44
P-2. Changes in Program Objectives 46
P-3. Assessment of Efforts in Carrying Out Planned Actions 46
P-4. For Funds Not Used for National Objectives 46
P-5. Anti-displacement and Relocation for activities that involve acquisition, rehabilitation or demolition of occupied real property 47
P-6. Low/Mod Job Activities – for economic development activities 47
P-7. Low/Mod Limited Clientele Activities 47
P-8. Program Income received 47
P-9. Prior period adjustments 48
P-10. Loans and other receivables 48
P-11. Lump sum agreements 48
P-12. Housing Rehabilitation 49
P-13. Neighborhood Revitalization Strategies (NRS) (HUD approved areas) 49

Q. Antipoverty Strategy
Q-1. Describe actions taken during the last year to reduce the number of persons living below the poverty level. 49

R. Non-Homeless Special Needs
R-1. Identify actions taken to address special needs of person that are not homeless but require supportive housing 50

S. Specific HOPWA Objectives 50

T. Other Narrative 50

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 Report Equivalent

Fourth Program Year CAPER

The Fourth 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 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the fourth reporting period from July 1, 2013 to June 30, 2014 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 fourth year of its 2010/2011-2014/2015 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 2013-2014 fiscal year (July 1, 2013 through June 30, 2014) for the City of Turlock and the City of Turlock/Stanislaus County HOME Consortium (Consortium).

Specific Fiscal Year 2013-2014 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, CalHome, and State HOME 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 2013-2014 the City of Turlock received a CDBG grant of $540,434 and CDBG Program Income (PI)[1] from loans totaled $234,872. 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.

[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.

Housing Rehabilitation Program (City of Turlock - CDBG funded)

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 ten units and the program assisted in the rehabilitation of two units with one completed in fiscal year 2013-2014. The completed project received a deferred payment loan. It is anticipated that the other unit will be completed no later than mid-October 2014. Both projects were provided temporary relocation funds but only one was completed in 2013-2014. A four unit rental project that was initiated with STANCO in fiscal year 2012/2013 and was rehabilitated and completed in 2013/2014. The shortage of units was due to the lack of sufficient equity in the homes in order to remain at or below 95% of the median sales price. New programs will be set in place for the upcoming year to avoid having minimal rehabilitation projects.

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 2013-2014

City of Turlock Participant Data by Household
(IDIS Activity # 647) (Rental #646-Alpha)

Income Breakdowns	Owner Occupied	Renter Occupied
Extremely low 0-30%	0	1
Very Low 31-50%	1	1
Low/Mod 51-80%	0	2
Total	**1**	**4**
Race/Ethnicity Breakdowns		
White	1	3
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	1
Total	**1**	**4**
Hispanic		
Total	**0**	**0**
Other Statistics		
Female Head of household	0	N/A
Over 62 years old	0	N/A
People with Disabilities	0	N/A
Temporary Relocation		
Total	**1**	**0**

The City's largest population is White (non-Hispanic) with the Hispanic population listed as the second largest. The census tracks for this project was 39.08 block group 2. See Exhibit 4 for a Census Tract Map of Turlock.

Public Services (City of Turlock CDBG funded):

A total of eight Public Service[2] grants were awarded to qualifying non-profit agencies totaling $80,000 ($75,833 expended). The percent of CDBG funds expended during the year for public service activities was 11%. HUD limits the amount of CDBG funds used for public services to not more than 15 percent of the current grant allocation plus 15

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

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 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 13.

1. We Care Program
   Project: We Care Cold Weather Shelter-Turlock
   Amount funded: $10,000
   Total Served: 227 for a total of 6,748 individual shelter beds
   They provided a cold weather temporary shelter for homeless men in Turlock from November 15, 2013 through to April 15, 2014 seven days a week from 6:30 p.m. to 8:00 a.m. They have an approximate capacity of forty-four (44) 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

2. United Samaritans Foundation
   Project: Emergency Food Box
   Amount funded: $ 10,000
   Total Served: 2,220
   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. Food boxes are distributed on the last Tuesday and Friday of every 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.

3. Children's Crisis Center of Stanislaus County, Inc.
   Project: Respite Child Shelter Project
   Amount funded: $10,000
   Total Served: 70
   The program provided protective shelter and therapeutic activities to low and moderate income, abused, neglected, homeless, or at risk children in Turlock. The Child 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, and nutritional needs were

attended to by qualified, caring staff, trained in the areas of child development, crisis counseling, and crisis management.

4. City of Turlock, Parks, Recreation and Public Facilities Division
   Project: Recreation for All Scholarships
   Amount funded: $ 10,000
   Total Served: 169
   This program provided funding for low income individuals to participate in a City of Turlock program or City approved affiliated program to provide wholesome fitness, recreational and sports activities. The program goals are to provide afterschool and non-school programs which deters youth from being engaged in negative behaviors and to motivate and encourage youth and adults to increase physical activity by participating in wholesome recreation, fitness and sports activities. Funding to help applicants also came from fund raising and donations as they only received a portion of the funding they requested for the program.

5. ARC of Stanislaus dba Howard Training Center
   Project: Senior Meals Program
   Amount funded: $ 10,000
   Total Served: 376
   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. They post in local newspapers for outreach to seniors. During the fiscal year they served 15,325 meals in the City of Turlock.

6. Second Harvest Food Bank of San Joaquin & Stanislaus Counties
   Project: Food Assistance Program
   Amount funded: $10,000
   Total Served: 6,199
   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 280,000 pounds of food for the fiscal year with a retail value of $473,352. 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.

7. Turlock Family Network
   Project: Nurturing Parenting for Teens and Young Adults
   Amount funded: $5,833.31
   Total Served: 195
   The program provided at-risk teen parents (up to age 24) to build skills as an alternative to abusive and neglecting parenting and child-rearing practices. Their focus was for young inexperienced Turlock teen parent's pregnant or parenting children to gain knowledge in nurturing parenting and implement those parenting skills into their daily lives.

Unfortunately the organization closed due to lack of funding but they were able to provide services through January 2014. Funding for the organization was prorated for the time open and the term of the grant.

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

Table 2

City of Turlock
Public Service Projects Data

FY 2013-2014
CDBG funds

	1	2	3	4	5	6				
	We Care Program - Turlock -We Care Emergency Shelter	United Samaritans Foundation -Emergency Food Box	Children's Crisis Center of Stan. Co. -Verda's House Respite Center	City of Turlock Recreation -Recreation for All Scholarships	Howard Training Center -Senior Meals Program	Second Harvest Food Bank -Food Assistance Program	Turlock Family Network, Inc. -Nurturing Parenting for Teens and Young Adults			Totals (See Fair Housing for Project Sentinel information and totals.
IDIS #	649	650	651	652	653	654	655			
Funding	(Numbers rounded to nearest dollar for clarity)									Totals
Budgeted Amount $	10,000	10,000	10,000	10,000	10,000	10,000	10,000			70,000
Funded Amount $	10,000	10,000	10,000	10,000	10,000	10,000	5,833			65,833
Returned Funds $	0	0	0	0	0	0	0			0
Net Funds Received $	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**	**5,833**			65,833
Income Breakdowns										Totals
Extremely low 0-30%	216	1,022	33	16	202	4,006	130			5,625
Very Low 31-50%	10	165	11	45	118	1,465	55			1,869
Low/Mod 51-80%	1	30	5	77	49	638	10			810
Moderate 81+%	0	1,003	21	31	7	90	0			1,152
Total Served	**227**	**2,220**	**70**	**169**	**376**	**6,199**	**195**			9,456
Race/Ethnicity Breakdowns										Totals
White	180	1,894	63	88	314	3,588	74			6,201
Black or African American	27	66	4	3	9	139	2			250
Asian	1	14	1	2	7	62	0			87
American Indian/Alaskan Native	8	20	0	2	16	415	0			461
Native Hawaiian or Other Pacific Islander	1	7	0	2	0	59	0			69
American Indian or Alaska Native & White	5	21	0	2	0	124	0			152
Asian & White	0	1	0	0	0	37	0			38
Black or African American & White	2	27	0	2	0	74	0			105
American Indian or Alaska Native & Black or African American	0	0	0	0	0	199	0			199
Balance/Other	3	170	0	68	30	1,502	119			1,892
Hispanic *	65	785	52	102	270	1,810	148			3,232
Other Statistics										Totals
Female Head of household	0	166	36	113	65	938	29			1,347
Over 62 years old	18	267	0	0	196	419	0			900
People with Disabilities	86	189	0	10	115	704	7			1,111
Homeless persons assisted	227	N/A	N/A	N/A	N/A	N/A	N/A			227

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 $139,354 for planning and administration expenses resulting in 17% of funds expended meeting the capacity requirement as illustrated in the CDBG Financial Summary Report (PR26) labeled Exhibit 11.

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 2013-2014 two loans were provided expending $94,880 in grant funds. A total of twenty-four loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grant.

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 2013-2014, the Consortium received a HOME grant allocation of $879,498. 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 2013-2014

Funding Distributions	Funding
City of Ceres	87,889.90
City of Hughson	0
City of Newman	86,978.52
City of Oakdale	75,800.87
City of Patterson	80,073.19
City of Turlock	111,296.58
City of Waterford	81,686.75
Stanislaus County	135,897.99
CHDO	131,924.70
Administration	87,949.80
Total Grant	**879,498.00**

The Consortium received Program Income (PI)[5] totaling $293,174 and expended $1,025,679. 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

First Time Home Buyer (FTHB) Loans
Five First Time Homebuyer projects were initiated and closed in 2013-2014.

Ceres Farm Labor Project (IDIS# 444)
-54 residential rental units in Ceres
The City of Ceres through the Housing Authority of Stanislaus County 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 construction was completed in fiscal year 2010-2011 (6 units). Phase 2-4 construction was completed in fiscal year 2011-2012 (18 units). Phase 6-10 was completed in fiscal year 2012-2013 (30 units). Construction was completed on 4/25/13. Phase 10 occupancy was completed in fiscal year 2013-2014 with six units occupied in fiscal year 2013-2014.

City of Hughson

The City of Hughson does not accept an allocation at this time.

[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 Newman

First Time Home Buyer (FTHB) Loans

No First Time Homebuyer projects were initiated in 2013-2014. Staff provided program outreach and processed several inquiries but families did not meet program requirements.

City of Oakdale

First Time Home Buyer (FTHB) Loans

The City of Oakdale processed and completed four First Time Home Buyer Loan utilizing $200,000 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. No rehabilitation loans were initiated in 2013-2014 but one was completed in 2013-2014 that was initiated in 2012-2013.

First Time Home Buyer (FTHB) Loans

No First Time Home Buyer Loans were process in fiscal year 2013-2014.

City of Turlock

First Time Home Buyer (FTHB) Loans (Consortium HOME)

The City's First Time Home Buyers loan program processed sixteen loans to enable low/moderate-income family's purchase their first home. These loans were provided through a combination of HOME Consortium, CDBG, and CalHome funding totaling $485,200, $165,200 and $94,880 respectively. Table 4 on page 20 shows the distribution of funding within Turlock.

CHDO Project-Stanislaus County Affordable Housing Corporation (STANCO)

Four-plex at 1061 Alpha (IDIS# 638)

HOME ($265,772) Funds were used for the acquisition and City of Turlock CDBG funds are being used to rehabilitate the units. These units will provide decent affordable housing to families at or below 80% of the median area income for Stanislaus County. The project was 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 2013-2014.

Stanislaus County (unincorporated areas)

First Time Home Buyer (FTHB) Loans

Stanislaus County did not initiated or complete any First Time Home Buyer loans.

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 one participant. One project initiated in 2012/2013 was completed in 2013/2014. 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.

Matching for HOME funds

See L-2 on page 25 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 2013-2014.

[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 2013-2014

Housing (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental (#444)	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	2	-	-	-
31-50 of MFI	-	-	3	-	-	-
51-80 of MFI	-	-	1	-	-	-
Total	**0**	**0**	**6**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	1	-	-	-	-
51-80 of MFI	-	5	-	-	-	-
Total	**0**	**5**	**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**	**5**	**6**	**0**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental (#444)	Rehab Single Family	FTHB	Rental
White	-	2	6	-	-	-
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	-	3	-	-	-	-
Total Served	**0**	**5**	**6**	**0**	**0**	**0**
Hispanic Total Served	-	**5**	**6**	-	-	-

Table 4 (Part 2): Oakdale and Patterson

Table 4 (Part 2)
Summary of Housing Accomplishments
Fiscal Year 2013-2014

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	-	4	-	-	-	-
Total	**0**	**4**	**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**	**4**	**0**	**0**	**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	-	4	-	-	-	-
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**	**4**	**0**	**0**	**0**	**0**
Hispanic Total Served	**-**	**4**	**-**	**-**	**-**	**-**

Table 4 (Part 3): Stanislaus County and Turlock

Table 4 (Part 3)
Summary of Housing Accomplishments
Fiscal Year 2013-2014

Housing (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental (638)
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	1
31-50 of MFI	-	-	-	-	-	1
51-80 of MFI	-	-	-	-	-	2
Total	**0**	**0**	**0**	**0**	**0**	**4**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	1	-	-	-	1	-
51-80 of MFI	-	-	-	-	13	-
Total	**1**	**0**	**0**	**0**	**14**	**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	**1**	**0**	**0**	**0**	**14**	**4**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental (638)
White	-	-	-	-	14	3
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	-	-	-	-	1
Total Served	**1**	**0**	**0**	**0**	**14**	**4**
Hispanic Total Served	**1**	**-**	**-**	**-**	**9**	**4**

Table 4 (Part 4): Waterford and CHDO

Table 4 (Part 4)
Summary of Housing Accomplishments
Fiscal Year 2013-2014

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**	**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 economy for Stanislaus County saw a large improvement in the 2013/2014 year. This has caused property values to climb and families are once again looking at making repairs or purchasing new homes. Due to the increase of property values there is a small percentage of properties that are considered "underwater mortgages". It is expected that within the next fiscal year there will no longer be any properties without equity.

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 had 5 case files along with providing information and referral services to the public over the phone. 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.

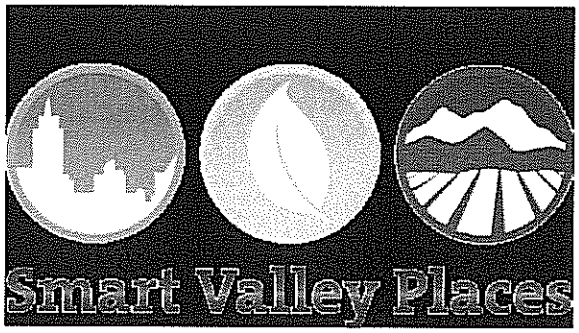
They provide fair housing investigation services and consultation services. These services included testing, canvassing, statistical analysis, witness interviews and counseling. They conduct presentations throughout the Turlock Community, as well as presenting Fair Housing and Landlord/Tenant workshops 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. It is available for review and to download from our website at www.cityofturlock.org.

Table 5 **Project Sentinel - Fair Housing Services** Fiscal Year 2013-2014 (IDIS Activity # 656)	
Income Breakdowns	
Extremely low 0-30%	3
Very Low 31-50%	2
Low/Mod 51-80%	0
Moderate 81+%	0
Total	**5**
Race/Ethnicity Breakdowns	
White	3
Black or African American	2
Asian	0
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	0
Total	**5**
Hispanic	
Total	1
Other Statistics	
Female Head of household	0
Over 62 years old	3
People with Disabilities	2

In 2010, fourteen cities and four regional non-profit organizations in the San Joaquin Valley came together to advance the goals of sustainable planning, community engagement, and regional integration through an innovative initiative called Smart Valley Places. The Smart Valley Places Consortium, which was funded by the U.S. Department of Housing and Urban Development (HUD) as part of a Sustainable Communities Regional Planning Grant, encouraged the investment in more transportation choices, equitable-affordable housing options, sustainable economic development planning, and healthier, more walkable communities.

Through the Smart Valley consortium, the cities of Lodi, Stockton, Manteca, Modesto, **Turlock,** Merced, Madera, Clovis, Fresno, Hanford, Tulare, Visalia, Porterville, and Delano along with the Office of Community and Economic Development at Fresno State (OCED), American Farmland Trust (AFT), California Coalition for Rural Housing (CCRH), and



Central California Regional Obesity Prevention Program (CCROPP), collaborated on local planning initiatives, shared best practices in smart growth models, and further developed a road map for regional growth.

The ultimate goal of the initiative was to develop more inclusive and prosperous communities, however, this can only be achieved if all residents, regardless of income, race, family size, religion, and disability, have access to neighborhoods that promote opportunity and support economic and social well-being.

The Fair Housing and Equity Assessment, which is required for all HUD Sustainable Communities Grantees, encourages local and regional jurisdictions to discuss how patterns of racial and ethnic segregation may contribute to disparities in access to housing, transit, education, healthcare, and economic prosperity. Using data as a starting point, the assessment requires grantees to engage in a process of collective discussion and decision-making in order to develop action plans that reduce racial segregation, increase equitable access to opportunity, and affirmatively further fair housing for all residents.

The Regional FHEA was completed and published in April 2014. The link to the full report is below.

http://www.frbsf.org/community-development/files/SJV-Fair-Housing-and-Equity-Assessment.pdf

Among some of the primary findings in the report include:

Due to economic factors, historical land use and zoning practices, and ongoing housing discrimination, non-White populations are more likely to live in neighborhoods of concentrated poverty with less employment and educational opportunity. Based on the data provided by HUD, approximately half of all Latinos and African Americans live in neighborhoods of high or very high poverty, compared to 34% of Asians and 22% of Whites. Additionally, whereas 31% of Whites in the Valley live in neighborhoods with high or very high performing schools, only 22% of Asians, 16% of African Americans, and 12% of Latinos do.

Residents of federally subsidized housing and low-income housing are also more likely to live in neighborhoods of concentrated poverty with lower-performing schools and less labor market engagement. Sixty-four percent (64%) of all federally subsidized housing units including Housing Choice Vouchers are located in low-or very low opportunity neighborhoods (neighborhoods with less access to jobs, lower levels of employment, low-performing schools and greater concentrations of poverty). Similarly, of all low-income individuals and families living in the San Joaquin Valley, 61% live in areas of concentrated poverty, 69% live in neighborhoods with low or very low performing schools, and 57% live in communities with low or very low employment and educational attainment.

In order to address concentrated poverty and segregation, this report outlines a series of goals, strategies, and actions that local jurisdictions, community organizations, financial institutions and housing developers can take to encourage more inclusive and integrated communities. These recommendations were developed through a series of outreach meetings with a variety of community stakeholders. The goals developed through these conversations include: ensuring that every neighborhood provides fair and quality housing choices for residents of all income levels; expanding financial opportunities for lower income

individuals and families; building power and leadership in marginalized communities; engaging in comprehensive and collaborative community development; and securing funding to implement the region's vision.

By implementing the goals, strategies, and actions outlined in this report, each neighborhood, city, and county can take more proactive steps towards building inclusive, integrated, equitable, and sustainable communities throughout the region.

B-4.

Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles in meeting underserved needs.

The City of Turlock has partnered and issued an RFP in collaboration with Stanislaus County to take the findings in the Regional FHEA and hire a consultant to finish the process with a countywide Assessment of Impediments to Fair Housing. This process will continue through this year and be completed by May 2015.

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, State HOME, Low-income Housing Tax Credits, Successor Agency funds, and local developer contributions.

CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2013-2014 two loans were provided expending $94,880 in grant funds. A total of twenty-four 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.

Matching for the HOME Program

Non-federal funding is used as matching for the HOME program. See Section L-2 on Page 39 for HOME Matching information and details.

Table 5
Summary of Funding and Leveraging Resources
City of Turlock and Consortium for Fiscal Year 2013-2014

Source of Funds	Agency Providing Resources	Funding Available	Geographic Distribution
CDBG	HUD	540,434	Turlock: City-Wide
CDBG Estimated PI and Carry Over	HUD	728,077	Turlock: City-Wide
Consortium HOME	HUD	879,498	Turlock and Consortium
Consortium HOME Estimated PI	HUD	6,600	Turlock and Consortium
Consortium HOME Estimated Carry Over	HUD	542,287	Turlock and Consortium
State HOME Estimated Program Income	HUD through the State	2,000	Turlock: City-Wide
Successor Agency	Successor Agency	196,950	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		**$2,698,896**	

Consortium Leveraging

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

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 2013-2014 Fiscal Year.

During the 2013-2014 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). 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 the 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 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER) and invited the public to participation in the process.

The notice was published in English on August 18, 2014 in the Modesto Bee and published in Spanish on August 20, 2014 in Vida en el Valle, a Spanish language weekly newspaper. The notice indicated that citizens have until September 2, 2014 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 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 August 18, 2014 to September 2, 2014. A Public Hearing was held in Turlock on September 8, 2014 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. The City of Turlock advances funds to our Consortium members, and then draws funds down about quarterly. Turlock does not fund the activities in IDIS until we a draw is processed.

[7] Housing and Urban Development Code of Federal Register Title 24 Part 91 section 105(d).

Table 6

CDBG Commitments and Expenses Table -City of Turlock Only

Fiscal Year 2013-2014

(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	290,328	290,3280	290,328
2	Temporary Relocation	2,000	2,000	2,000
3	P/S We Care	10,000	10,000	10,000
4	P/S United Samaritans Foundation	10,000	10,000	10,000
5	P/S Children's Crisis Center	10,000	10,000	10,000
6	P/S City of Turlock Recreation	10,000	10,000	10,000
7	P/S Howard Training Center	10,000	10,000	10,000
8	P/S Second Harvest Food Bank	10,000	10,000	10,000
9	P/S Turlock Family Network	10,000	5,833	5,833
10	P/S Project Sentinel (Fair Housing)	10,000	10,000	10,000
11	First Time Home Buyer Loans	60,000	165,200	165,200
12	Public Improvements	201,868	201,868	201,868
N/A	Public Improvement 2012/2013	667	667	667
13	Affordable Housing Development	141,839	0	0
14	Program Administration (CDBG)	108,000	139,354	139,354
		875,250	**875,250**	**875,250**

Table 7

HOME Consortium Commitments and Expenses Table

Fiscal Year 2013-2014

(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
15	CHDO 2013-2014	123,989	0	0
N/A	Affordable Housing Prior Year CHDO 2012/2013	(estimate) 1,025,679 128,139	1,025,679 CHDO 0	1,025,679 CHDO 0
16	Affordable Housing Current Year 13-14	667,547	0	0
17	Consortium Administration (HOME)	87,962	92,215	92,215
		2,033,316	**1,117,894**	**1,117,894**

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
2013-2014

Turlock Census Tracts	First Time Home Buyers Assisted in Turlock (CDBG and HOME Consortium)	Rehabilitation (CDBG Funds)
36.02	-	-
36.03	-	-
36.04	-	-
36.05	-	-
37.00	2	-
38.01	-	-
38.02	2	-
38.03	3	-
38.04	2	-
38.05	-	-
39.04	3	-
39.05	-	-
39.06	-	-
39.07	-	-
39.08	1	1
39.09	3	-
Total	**16** (14 HOME/CDBG, 2 CalHome)	**1 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
2013-2014

Consortium Member	First Time Home Buyers	Rehab Program	Rentals
Stanislaus County (unincorp. areas)			
Ceres	-	-	
Denair	-	-	
Empire	-	-	
Grayson	-	-	
Hickman	-	-	
Hughson	-	-	
Keyes	-	-	
Modesto	-	2	
Oakdale	-	-	
Patterson	-	-	
Riverbank	-	-	
Salida	-	-	
Crows Landing	-	-	
Ceres	5	-	6
Newman	-	-	
Oakdale	4	-	
Patterson	-	1	
Total	**9**	**3**	**6**
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.

In March 2014, the City of Turlock entered into the MOU with the County of Stanislaus to engage in regional consolidated planning. Since the City of Turlock is the lead agency of the Turlock/ Stanislaus County HOME Consortium and the member s of the Stanislaus Urban County are the same as the Consortium, combining Consolidated Planning makes sense from both a coordination of efforts as well as significant cost savings.

The City of Turlock and Stanislaus County issued a RFP for both a regional Consolidated plan as well as a Countywide AI for 2015-2020. At this juncture, a consultant has been selected, contract is in place and the consultation process has already begun.

In other areas, there is still 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.

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.

A Consortium wide monitoring took place in April of 2014 that resulted in some new forms to standardize all loan files which will make monitoring easier throughout the Consirtum.

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 2013-2014 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 Stanislaus Urban County partnered with the Health Services Agency and Department of Environmental Resource Agency to help in the elimination and prevention of lead poisoning. 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 Consolidated Plan 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 2013-2014 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 2013-2014 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 2013-2014 Program Year for all funding sources Turlock expended $745,280 and assisted sixteen (16) 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.

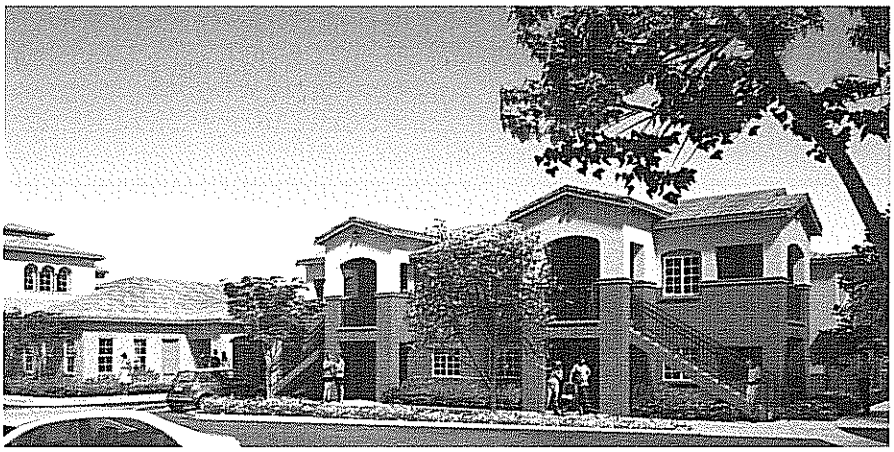
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the new Housing Element. The City 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. Completion and occupancy of the 80 units occurred in December of 2013.

Avena Bella



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 conducted the following public housing modernization projects:

1. Replaced outdated appliances with energy Star rated appliances in 16 units in the City of Newman and 432 units in the City of Modesto.
2. Replaced HVAC units with newer energy efficient models at 37 units in Modesto. Included installing set back programmable t-stats and duct testing/sealing.
3. Comprehensive rehab of 18 units at our Holly Circle development in Ceres. Work included installation of dual pane windows, abatement of ACM's and replacement of flooring throughout the units, gutted kitchen and bathrooms, new electrical service panels and installation of energy efficient lighting throughout, hard wired interconnected smoke/CO detectors, new water saving plumbing fixtures, painted inside and out with low VOC paints.
4. Major repairs/updates to site parking lots and side walk to address ADA issues, site drainage and general condition of the parking surfaces at 12 Public Housing development sites in Modesto.

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 2013-2014, through use of HOME match credit primarily from eligible local redevelopment projects. Currently, the City has approximately $4,721,431 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 12.5% for the federal fiscal year[9], due to the percentage of families in poverty. Since the federal and Consortium/City fiscal years do not correspond, this reduction for the federal fiscal year 2012-2013 (Oct. 2012-Sept. 2013) covers three months (July, Aug., & Sept. 2013) of the Consortium's 2013-2014 fiscal year[10] (July 2013-June 2014). The remaining Consortium fiscal year 2013-2014 (October 2013-June 2014) was also at the rate of 12.5%.

The matching obligation for this fiscal year (July 1, 2013 to June 30, 2014 at 12.5%) was $98,374.81. The Consortium exceeded the matching obligation through its eligible cash contribution balance of $4,819,806. This large amount of matching balance is primarily due to HUD determining that the RDA funds for a construction project in fiscal year 2004/2005 was an allowable source of match. Matching cash contributions usually include Redevelopment 20% Housing set-a-side/ Successor Agency funds and Rental Rehab

[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, 2012 through September 30, 2013.

[10] The Consortium's Fiscal Year covered July 1, 2013 through June 30, 2014.

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, 2013 to September 30, 2014). Consequently the match report obligation (Part II, #4) shows $98,374 (up to 06/30/14) and the Match contribution (Part II, #3) shows $4,819,806 (up to 06/30/14) 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 $4,721,431 (Part II, #5).

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.

Analysis and Actions (Homeless and Special Needs)

During Fiscal Year 2013-2014, the City of Turlock utilized CDBG Public Services funds to offer Turlock male residents overnight emergency winter shelter for the months of December-March at We Care. The shelter provided a safe and clean environment, provided meals, and referrals for social services.

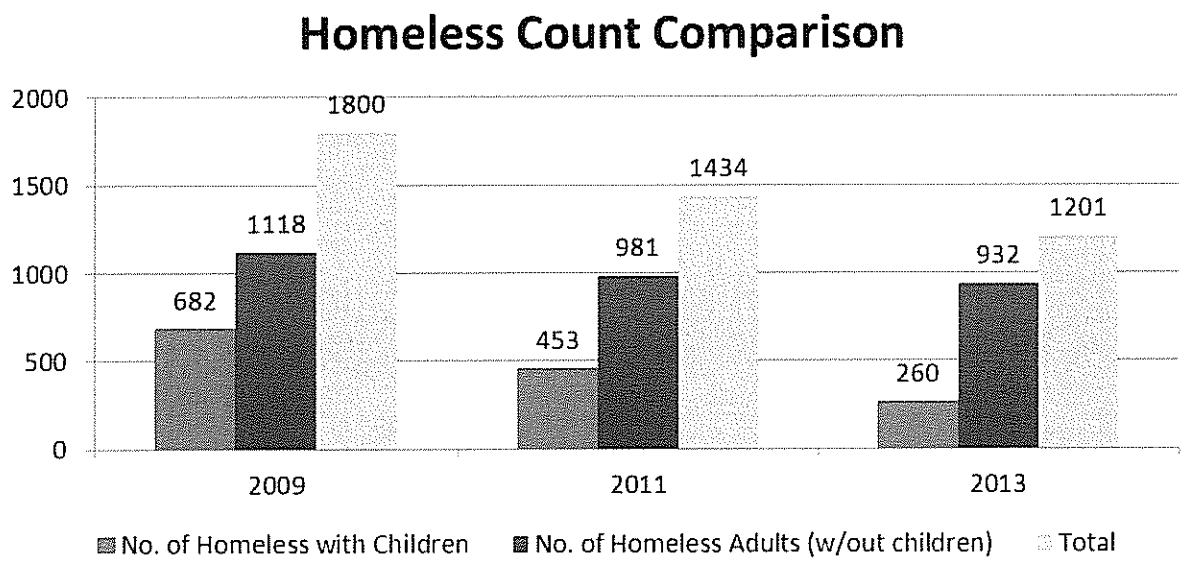
The Children's Crisis Center also received funding to provide respite day-time, and nighttime shelter when needed, to homeless children and children who at-risk of becoming homeless. In addition to respite care, the Children's Crisis Center also provides case management to the parents of children who are in their care, and work to assist each family in becoming self-sufficient and stably housed. In addition to emergency or transitional shelter, the Children's Crisis Center, We Care, provided case management services.

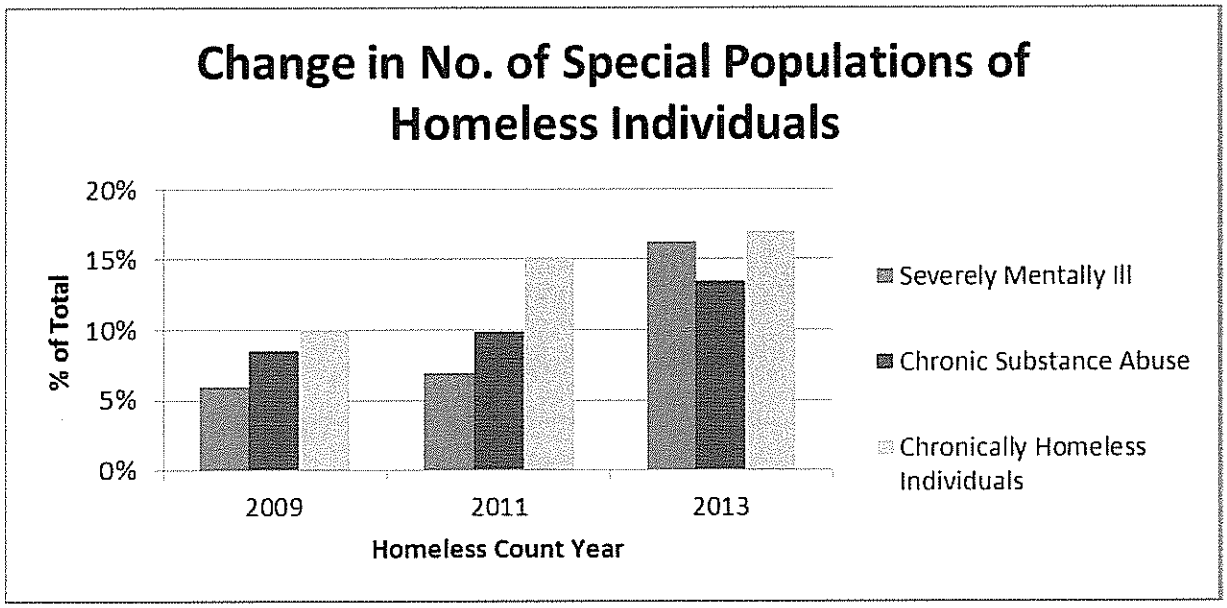
Homeless Management Information System (HMIS) Project: This software system allows homeless service providers to enter basic information about persons receiving homeless services throughout the County. Ultimately, the system will allow the Stanislaus County CoC to track patterns of individuals and households into and out of homelessness. However, getting to this point will require a great deal of work on the system itself, and on data entry. Data input for the Stanislaus County CoC began during the Fiscal Year 2005-2006 for all Stanislaus Urban County ESG Grantees, and HACS Homeless Related Programs (CoC awarded grants such as Shelter Plus Care).

In 2008, the City of Modesto ESG grantees began participating in HMIS data entry and continue to do so, making it a more comprehensive homeless data collection system. During the Fiscal Year 2011-2012, extensive efforts were made by the HPRP Sub-committee and CoC to upgrade the system to allow for increased capacity to meet ESG reporting and monitoring requirements. The HMIS Administrator continually works to improve the HMIS software for both homeless service providers and grant administrators. As part of this effort, the HMIS Administrator provides trainings (both in groups and one-one-one) to HMIS users.

The Continuum of Care (CoC) collectively developed a 10 Year Plan to End Long- Term Homelessness, which was adopted by the Board of Supervisors on June 26, 2007. This Plan, also adopted by the cities of Modesto, Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, is scheduled to reach completion by Fiscal Year 2014-2015. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs. As shown in the chart below, the 2013 Homeless count showed a 20% decrease in the total number of 25 Stanislaus Urban County homeless persons from 2009 to 2011 and a 16% decrease from 2011 to 2013. A total of 12% of the individuals included in the 2013 homeless count were children under the age of 18. Throughout Fiscal Year 2012-2013, ten new permanent housing beds for chronically homeless persons were developed, making a total of 166 permanent supportive housing beds in Stanislaus County. As shown in the chart below the number of chronically homeless individuals, homeless individuals with severe mental illness and chronic substance abuse (both sheltered and unsheltered) increased steadily from the 2009 to 2011 homeless count and from the 2011 to 2013 homeless count. This is due partly to the increase in rapid re-housing programs and permanent supportive housing beds but also due to the reclassification of a number of CoC program participants from "chronically homeless" to "homeless".

In addition, the City of Turlock contracts with the Turlock Gospel Mission to operate a Homeless Assistance Ministry in the City's Old Youth Center. Turlock Gospel Mission, who does not receive any federal grants, provides case management, assistance in getting identification and other eligibility documents as well as runs the women and children's winter cold weather shelter and provides transportation to the 23 churches who provide a dinner meal in the Turlock community every day of the year.





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.

M-2.

Identify actions to help homeless persons make the transition to permanent housing and independent living.

The City of Turlock is currently working with homeless service providers to identify the gaps in transitional and permanent housing needs to address and the Stanislaus Urban County partnered with We Care, Community Housing and Shelter Services (CHSS) and the Children's Crisis Center in efforts to help homeless persons and families make a transition to permanent housing and independent living. With the use of Homeless Prevention and Rapid Re-Housing Program (HPRP) grant funds, Turlock and Stanislaus Urban County

M-3.

Identify new Federal resources obtained from Homeless SuperNOFA.

The following chart indicates the resources acquired through the CoC (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 CoC - 505

Homes for Homeless	CoCR	$90,011
Families in Transition	CoCR	$69,643
Halo 4 (9)	CoCR	$164,716
Halo 7 (14)	CoCR	$92,025
Halo Apartments (5)	CoCR	$230,043
Halo Homes (3)	CoCR	$199,962
Halo Housing (1)	CoCR	$124,154
HOAP Stanislaus	CoCR	$135,904
Households in Recovery	CoCR	$183,105
Pathways	CoCR	$78,976
Pathways-Support Services Only	CoCR	$43,241
Permanent Housing #1	CoCR	$95,850
Shelter Plus Care 1-4, 6 & 7	CoCR	$945,730
Shelter Plus Care 5 (MP)	CoCR	$136,746
Stanislaus HMIS Renewal	HMIS	$84,795
Turning Point Affordable Housing Project	CoCR	$99,149
Turning Point Supportive Housing Program	CoCR	$166,083

Total: $2,940,133

CoCR: Contiuum of Care Renewal
HMIS: Homeless Management Information System

N. Specific Homeless Prevention Elements

N-1.

Identify actions taken to prevent homelessness.

O. Emergency Shelter Grants (ESG)

The City of Turlock does not receive Emergency Shelter Grant (ESG) Funds.

P. Community Development

P-1.

Assessment of Relationship of CDBG Funds to Goals and Objectives

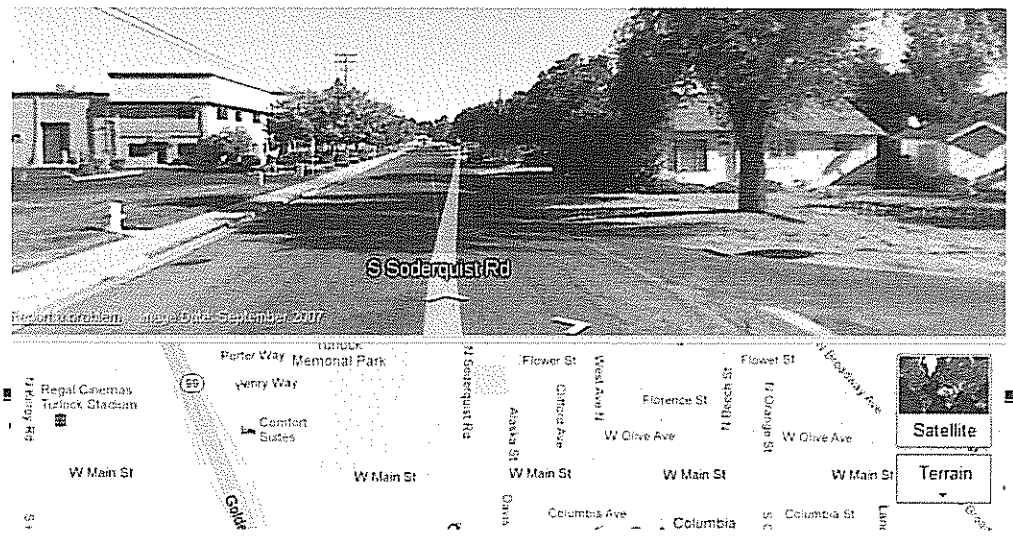
a. **Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.**
b. **Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types 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 2013-2014 Program Year:

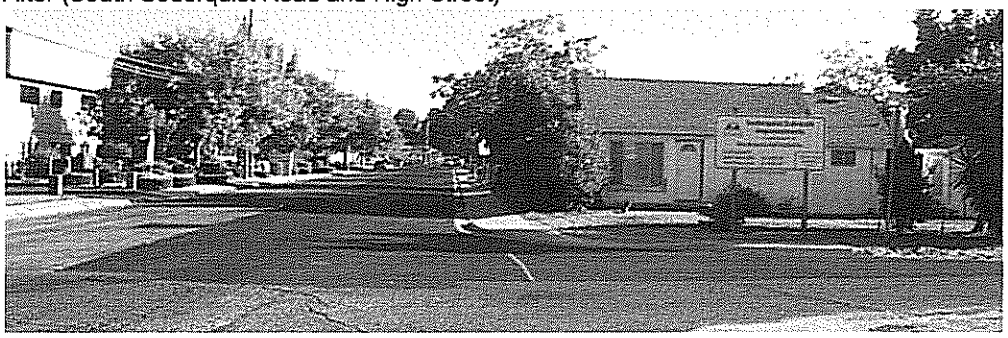
The issue of sidewalks was identified in the Consolidated Plan as a high priority for the community. As such, the City of Turlock began compiling a list of public improvements, such as curbs, gutters and sidewalks that need to be constructed or rehabilitated to be ADA compliant. The prioritized list 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. 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 2011-2012. The second phase was initiated in 2012-2013 and was completed in 2013-2014 to assist four more homes.

Before (South Soderquist Road and High Street)

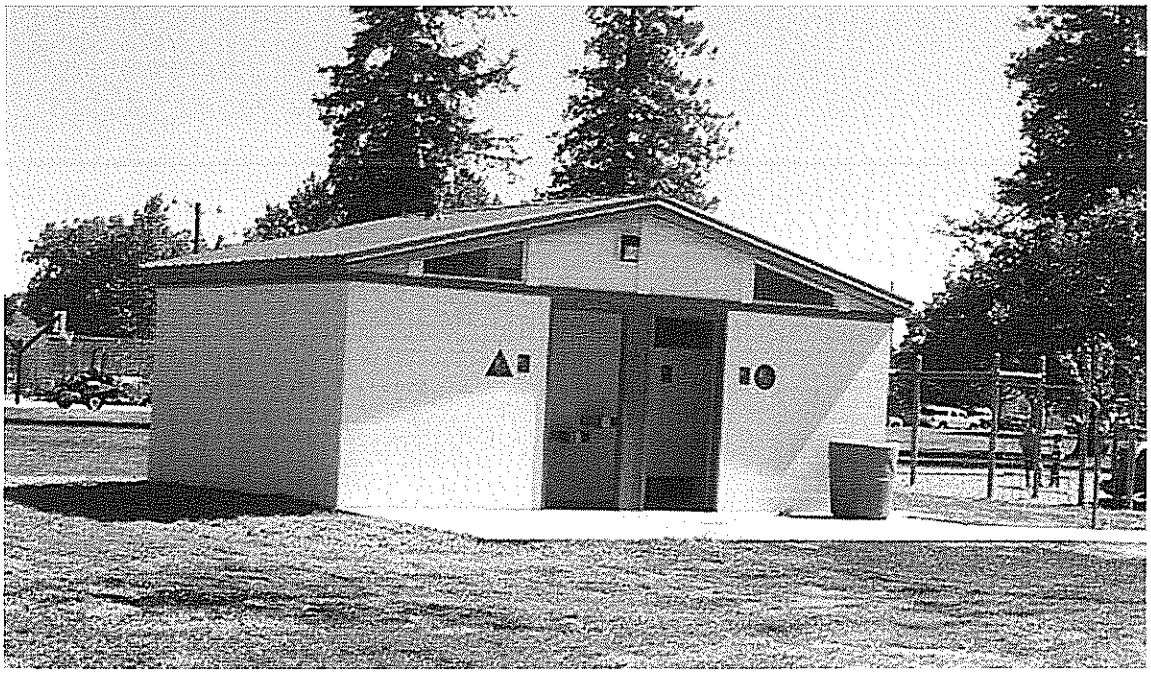


After (South Soderquist Road and High Street)



The City constructed an ADA restroom at Columbia Park located within census tract 38.02. Columbia Park provides recreational opportunities in one of the City's most critically underserved areas in the community. The park functions as a small community park serving approximately 5,000 people within a 3,000 foot radius of the park. According to the US Census, 70.3 percent of the residents in the census tract are low-moderate income.

Columbia Park ADA Bathroom



The goal set in the Annual Action Plan was to rehabilitate a total of ten units and the program assisted in the rehabilitation of two units with one completed in fiscal year 2013-2014. The completed project received a deferred payment loans. It is anticipated that the other unit will be completed no later than mid-October 2014.

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 2013-2014 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 properties were provided displacement, but two properties were provided temporary relocation in combination with our Rehabilitation program.

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.**

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 $238,652 in CDBG Program Income (PI) for the 2013-2014 program year. The Program Income resulted from the payoff of three Housing Rehabilitation loans and monthly and periodic payments of amortized and deferred Rehab and FTHB loans. These funds are used to provide further eligible CDBG activities.

The HOME Consortium received $293,174 in Program Income (PI) for the 2013-2014 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 ten units and the program assisted in the rehabilitation of two units with one completed in fiscal year 2013-2014. The completed project received a deferred payment loan. It is anticipated that the other units will be completed no later than mid-October 2014. There were no public or private funds involved in the projects.

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.

There are no Neighborhood Revitalization Strategy areas using HOME Consortium or Turlock CDBG funds. Stanislaus County has two neighborhood revitalization strategy areas that are funded through their CDBG program, therefore the county reports progress directly to HUD.

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).

CDBG Public services grants did provide such benefits to special needs clientele such as emergency food boxes and Senior Meals program.

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 August 18, 2014

Notice of Public Hearing and CAPER
Comment Period for Program Year 2013/2014

The City of Turlock has prepared their 2013-2014 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, 2013 through June 30, 2014 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 August 18, 2014 and runs through 5:00 p.m., September 2, 2014. The public hearing on September 8, 2014 will be held to receive comments on the CAPER. The public hearing will be held at the following location:

September 8, 2014 at 4:00 p.m.
City of Turlock City Hall – El Capitan Conference room, upstairs
156 South Broadway, Turlock, CA 95380

The meetings will be conducted in English, however an interpreter will be provided with a 48-hour advance notice. The meeting rooms are accessible to person 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 August 18, 2014 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.

Exhibit 1

Comment Period Proof of Publication (Spanish)
& Summary of Public Comments

Ad Run in the Vida on August 20, 2014

EQUAL HOUSING OPPORTUNITY

Aviso de Junta Pública Y CAPER
Comentarios para el Programa 2013/2014

La Ciudad de Turlock está preparando el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2013. El reporte identifica los cumplimientos y gastos de los fondos durante el año Fiscal 2013-2014, 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 planes 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 18 de Agosto, 2014 y terminan el 2 de Septiembre, 2014. La junta pública para comentarios del público se llevará a cabo el:

8 de Septiembre a las 4:00 p.m.
Ciudad de Turlock- Cuarto El Capitan Segundo piso
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 O 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 18 de Agosto 2014 en las oficinas de: División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 250, Turlock, CA
O por el Internet en www.cityofturlock.org bajo Housing Division.

Exhibit 1

Comment Period Proof of Publication
& Summary of Public Comments

Summary of Public Comments for 2013-2014 CAPER

Public Hearing September 8, 2014 at 4:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the El Capitan Conference room.

No comments were received at the meeting.

The Report was presented to Turlock City Council on September 23, 2014 at 6:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the Yosemite Conference room/council chambers.

_____Forty-one persons were in attendance. _____No comments were received at the meeting.

Other comments received by _____September 26, 2014 deadline:

___No comments were received during the comment period ending _____September 26, 2014.

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 2013-2014

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	1		18	16
Temporary Relocation (household served)	5	1	3	1		10	2
Rental Housing Units	0	0	0	4		4	4
First Time Home Buyer Program (includes all funding sources)	31	13	9	16		69	42
Public Improvement Projects Curb/Gutter/sidewalk homes assisted	0	1 project	0	1 bathroom		2	5
Fair Housing (people served)	120	250	204	5 Count Revised		579	600
Public Service Programs (Organizations assisted)	7	5	6	8		26	35
Homeless Prevention (persons) HPRP	190 households	0	72 households	0		262 households	400
Support an employment training program.	14	0	0	0		14	25
Homeless Shelter	0	0	0	0		0	1
Self Help projects	0	0	0	0		0	4
HOME Consortium							
First Time Home Buyer Program	17	8 Members 9 Turlock	6 Members 9 Turlock	9 Members 14 Turlock		72	50
Residential Rehabilitation	6	5	3	3		17	30
Multi-family rental development/ rehab	6 Ceres	18 Ceres 10 Oakdale	24 Ceres	6 Ceres		64	30

Exhibit 3

Turlock/Stanislaus County Map

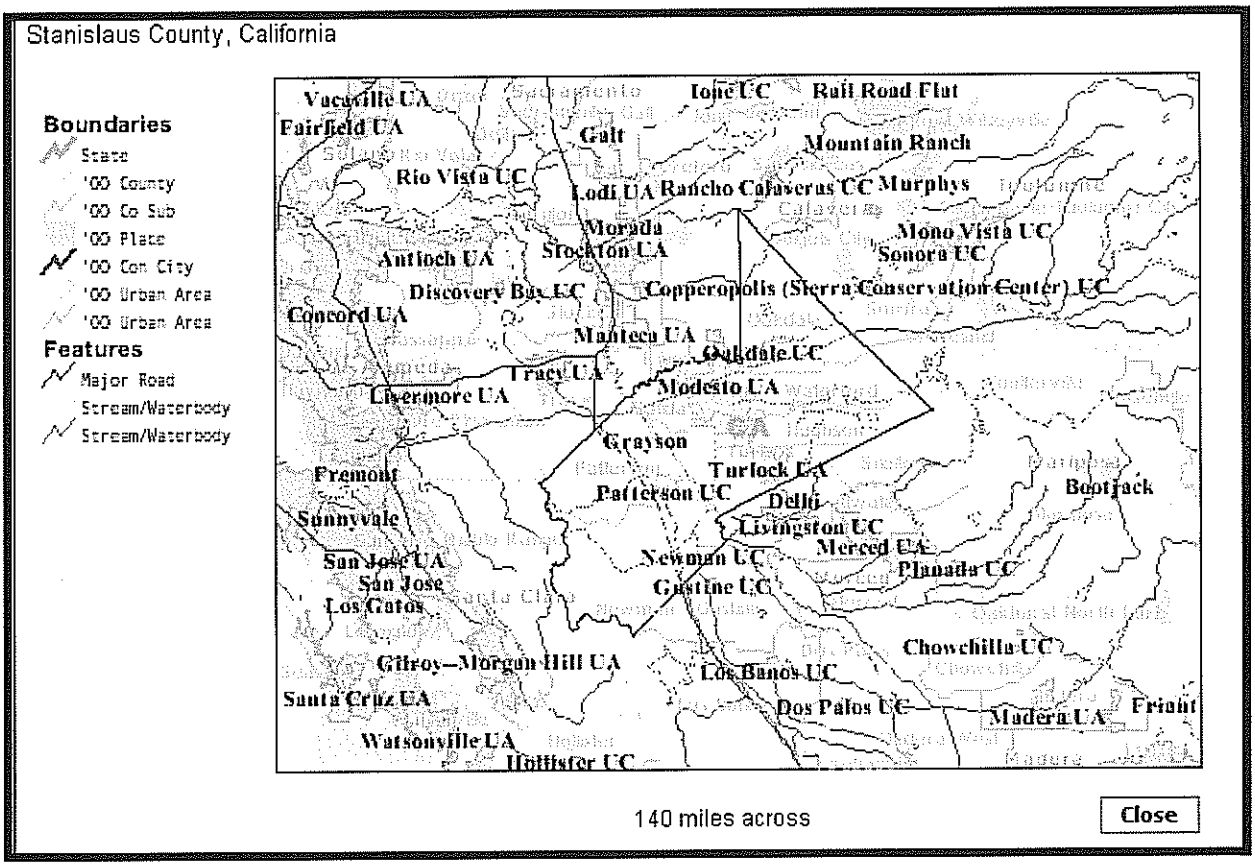


Exhibit 4

City of Turlock

Census Tract Map

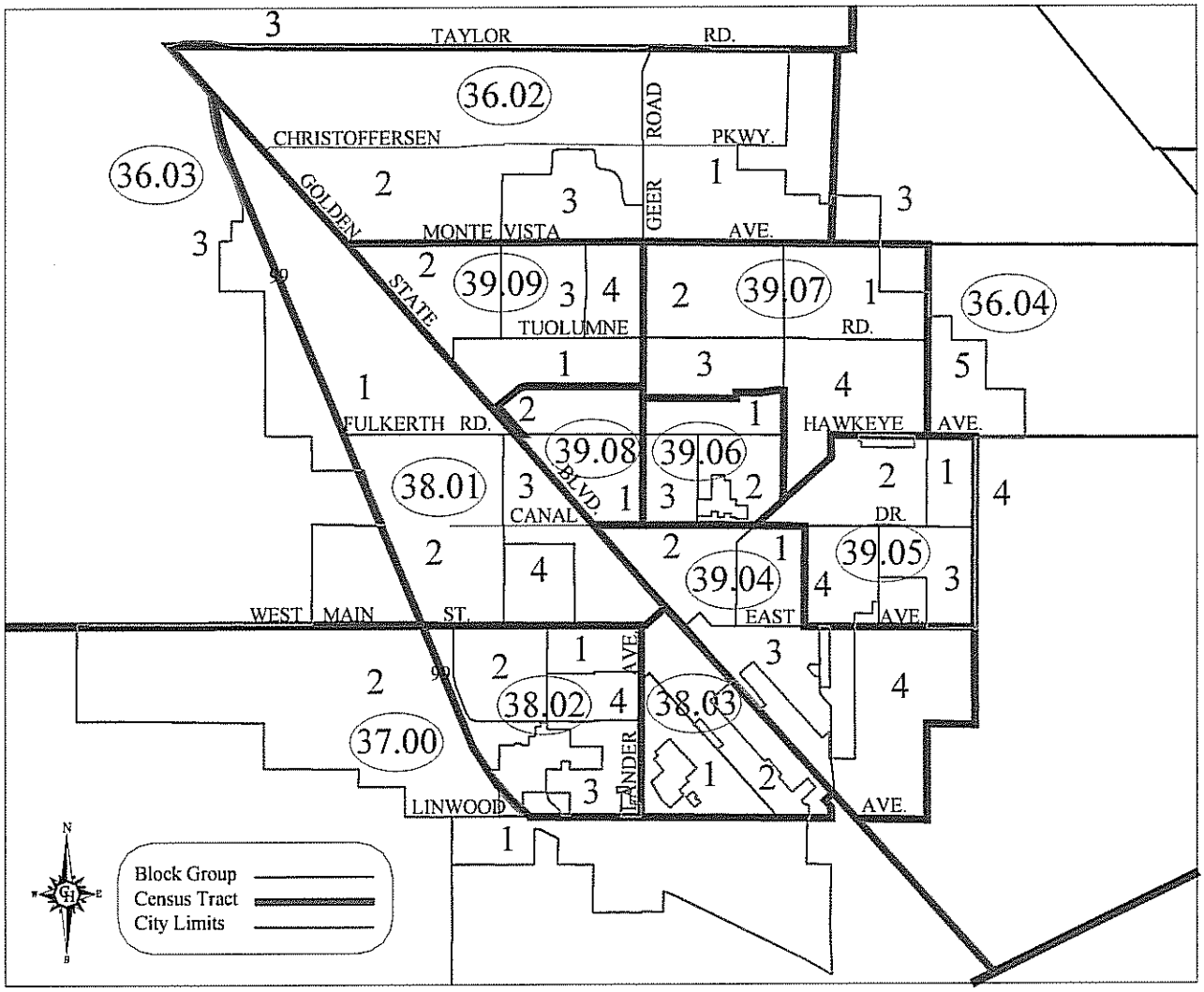


Exhibit 5

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
38.02	**1,2,3,4**	**70.3**
38.02	1	73.9
38.02	2	71.6
38.02	3	65.0
38.02	4	70.8
38.03	**1,2**	**39.7**
38.03	1	37.8
38.03	2	44.4
39.04	**1,2,3,4**	**52.9**
39.04	1	41.1
39.04	2	57.3
39.04	3	63.3
39.04	4	39.9
39.05	**1,2,3,4**	**23.4**
39.05	1	18.3
39.05	2	17.0
39.05	3	25.3
39.05	4	36.3
39.06	**1,2,3**	**66.0**
39.06	1	21.6
39.06	2	77.1
39.06	3	70.6
39.07	**1,2,3,4**	**29.1**
39.07	1	20.1
39.07	2	41.3
39.07	3	32.2
39.07	4	19.6
39.08	**1,2**	**67.5**
39.08	1	63.8
39.08	2	70.0
39.09	**1,2,3,4**	**31.8**
39.09	1	22.9
39.09	2	37.9
39.09	3	22.4
39.09	4	54.7

Census 2000 Low and Moderate Income summary Data from HUD Website:
www.hud.gov/offices/cpd/systems/census/lowmod/index.cfm

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)

Part I Participant Identification

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	Match Contributions for Federal Fiscal Year (yyyy) 2013/2014
	City of Turlock	3. Name of Contact (person completing this report) Maryn Pitt, Housing Program Services Manager
5. Street Address of the Participating Jurisdiction 156 South Broadway, Suite 250		4. Contact's Phone Number (include area code) 209-668-5610
6. City Turlock	7. State CA	8. Zip Code 95380

Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	$ 4,819,806.59	
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ 0.00 (up to 6/30/14)	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 4,819,806.59
4. Match liability for current Federal fiscal year		$ 98,374.91
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ 4,721,431.68

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
N/A	xx/xx/xx	0.00						0.00

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 B-12-MC-06-0039 for FY 2013-2014

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (Balance from prior program years)			$ 426,452
2. Entitlement Grant from form HUD 7082			$ 540,434
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	$ 234,872	$	
b. Other (Identify below. If more space is needed use an attachment			
	$	$	
	$	$	
c. Total Program Income (Sum of columns a and b)			$ 234,872
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)			$ 1,201,758

Part II: Summary of CDBG Expenditures		
8. Total expenditures reported on Activity Summary, forms HUD-4949.2 & 4949.2A		$ 875,251
9. Total expended for Planning & Administration, form HUD-4949.2	$ 139,354	
10. Amount subject to Low/Mod Benefit Calculation (line 8 minus line 9)	$ 735,897	
11. CDBG funds used for Section 108 principal & interest payments		$ -0-
12. Total expenditures (line 8 plus line 11)		$ 875,251
13. Unexpended balance (line 7 minus line 12)		$ 326,507

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	$ 735,897
16. Total (line 14 plus line 15)	$ 735,897
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	$ 75,833
22. Total PS unliquidated obligations from column r, form HUD4949.2A	$ -0-
23. Sum of line 21 and 22	$ 75,833
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)	$ 75,833
26. Amount of Program Income received in the preceding program year	$ 106,436
27. Entitlement grant Amount (from lien 2)	$ 540,434
28. Sum of line 26 and 27	$ 646,870
29. Percent funds obligated for Public Service Activities (line 25 divided by line 28)	11%

Part VI: Planning and Program Administration Cap Calculation	
30. Amount subject to planning and administrative cap (grant amount from line 2 plus line 5c)	$ 775,306
31. Amount expended for Planning & Administration (from line 9 above)	$ 139,354
32. Percent funds expended (line 31 divided by line 30)	17%