City Council Agenda

JUNE 23, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

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Mayor
Gary Soiseth

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

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

A. *Proclamation*: Retirement of City Employee, Diana Lewis, Technical Services Manager
B. *Appointment*: Ad Hoc Subcommittee for Tree Maintenance/Sidewalk Repair Programs

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

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 5/21/15 in the amount of $1,951,247.38; Demands of 5/28/15 in the amount of $392,233.29

B. *Motion*: Accepting Minutes of Special Meeting of June 2, 2015; Minutes of Special Meeting of June 9, 2015; Minutes of Regular Meeting of June 9, 2015

C. *Motion*: Accepting notification of Contract Change Order No. 1 in the amount of $3,500 (Fund 410) for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.," bringing the contract total to $303,180

D. *Motion*: Approving a service agreement with Champion Industrial Contractors, Inc., of Modesto, for preventive maintenance, filter change out and repair services for HVAC units for all City owned and leased building for a period of twelve (12) months, in an amount not to exceed $35,000

E. *Motion*: Approving an agreement with Central Valley Concrete, Inc. and an agreement with George Reed, Inc., in an amount not to exceed $15,000 and $10,000 respectively, for the purchase and delivery of aggregates, asphaltic concrete and related materials to job sites for City projects, for a period of twelve (12) months, in accordance with the terms and conditions set forth in each agreement

F. *Motion*: Approving the annual maintenance agreement with Mo-Cal Office Solutions for two (2) Kyocera multifunctional photocopiers based on a cost per copy and annual base rate for a period of thirty-six (36) months

G. *Motion* Rejecting bid submitted in response to RFP 15-324 for one (1) trailer mounted 4" portable trash pump for Turlock Regional Water Quality Control, pursuant to the Turlock Municipal Code §2-7-09(c)(4)

H. *Resolution*: Appropriating $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance for the purchase of replacement letters for the amphitheater at the Turlock Regional Sports Complex

I. *Resolution*: Accepting donations received from April through June Fiscal Year 2014-15 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

J. *Motion*: Authorizing the City Manager or designee to execute an Online Subscription Agreement Addendum with Lexipol, to provide additional management services for police department policy maintenance and updates, inclusive of a one time "catch up fee" of $4,319 and two (2) years of management services at $6,948 a year, for a total amount not to exceed $18,215

K. 1. *Motion*: Approving an agreement with New World Systems for application training on eTimesheets enhancements and a Business Process Review of payroll processing
2. *Resolution*: Appropriating $4,000 in FY 15-16 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for application training on eTimesheets enhancements and a Business Process Review of payroll processing

L. *Resolution*: Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

M. *Resolution*: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Appropriation Limit for the City of Turlock for the 2015-16 fiscal year

N. *Resolution*: Adopting a Policy pertaining to paid sick leave for temporary, part-time and seasonal employees

O. *Motion*: Rejecting Claim for Damages filed by Robeyna Davidoff

P. 1. *Resolution*: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for an Obstruction Survey of the Turlock Municipal Airport in support of the Runway 12/30 widening project
2. *Motion*: Making the determination that the Obstruction Survey of the Turlock Municipal Airport in support of the Runway 12/30 widening project is exempt from the provisions of CEQA in accordance with Section 15262 Feasibility and Planning Studies

6. FINAL READINGS

A. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 6, Article 1 regarding Residential Permit Parking Zones as introduced at the June 9, 2015 meeting.

7. PUBLIC HEARINGS

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

A. Request to find the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges); and amend a portion of Council Resolution No. 2008-095 and adopt a revised Supplemental Fee for Infrastructure Improvements required to implement the East Tuolumne Master Plan within the City of Turlock. *(Whitmore)*

Recommended Action:
Motion: Finding the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges)

Resolution: Amending a portion of Council Resolution No. 2008-095 and adopting a revised Supplemental Fee for Infrastructure Improvements required to implement the East Tuolumne Master Plan within the City of Turlock

B. Request to certify the Final EIR for the Morgan Ranch Master Plan, adopt the Morgan Ranch Master Plan, Amend the Turlock General Plan GPA 2010-01 (Morgan Ranch Master Plan)], and introduce an Ordinance amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2010-01 (Morgan Ranch Master Plan)]. (*Whitmore*)

Recommended Action:
Resolution: Certifying the Final EIR for the Morgan Ranch Master Plan

Resolution: Adopting the Morgan Ranch Master Plan

Resolution: Amending the Turlock General Plan [GPA 2010-01 (Morgan Ranch Master Plan)]

Introduce the Ordinance:
Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2010-01 (Morgan Ranch Master Plan)]

C. Request to find the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges) and/or Section 15183 [Projects Consistent with a Community Plan or Zoning]; establish and adopt a Development Mitigation Fee Program to pay for the Public Facilities required to implement the Morgan Ranch Master Plan within the City of Turlock; and establish and adopt a Cost Recovery Fee to pay for the cost of preparing the Morgan Ranch Master Plan. (*Whitmore*)

Recommended Action:
Motion: Finding the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges) and/or Section 15183 [Projects Consistent with a Community Plan or Zoning].

Resolution: Establishing and Adopting a Development Mitigation Fee Program to pay for the Public Facilities required to implement the Morgan Ranch Master Plan within the City of Turlock

Resolution: Establishing and Adopting a Cost Recovery Fee to pay for the cost of preparing the Morgan Ranch Master Plan

D. Request to supersede and replace Council Resolution No. 2014-099 and adopt updated cost recovery percentages and the schedule of fees and charges for City services. *(Wasden)*

Recommended Action:
Resolution: Superseding and replacing Council Resolution No. 2014-099 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

E. Request to amend Turlock Municipal Code Title 2, Chapter 4, regarding Officers and Employees, Article 2, Section 07, Paragraph (n) to recognize the authority of the Mayor to execute certain documents and to expand the authority of the City Manager to execute certain documents. (*Norton*)

Recommended Action:
Ordinance: Amending Turlock Municipal Code Title 2, Chapter 4, regarding Officers and Employees, Article 2, Section 07, Paragraph (n) to recognize the authority of the Mayor to execute certain documents and to expand the authority of the City Manager to execute certain documents

8. SCHEDULED MATTERS

A. Request to authorize the closure of various street sections within the City of Turlock on Saturday, August 8, 2015 for the Turlock Criterium bicycle race and authorize the City Manager to apply appropriate conditions and restrictions. *(Pitcock/Van Guilder)*

Recommended Action:
Resolution: Authorizing the closure of various street sections within the City of Turlock on Saturday, August 8, 2015, from 1:00 p.m. to 10:00 p.m., for the Turlock Criterium bicycle race and authorizing the City Manager to apply appropriate conditions and restrictions

B. Request to affirm or modify the recommendation for Community Grants Funding from the Parks, Arts & Recreation Commission for the 49th Assyrian State Convention up to $10,000; ACTRA California Chapter Team Roping Championships up to $6,000; Assyrian Festival up to $10,000; Bring the Ruckus Car Show 2016 up to $5,000; 2016 Central Valley Brewfest up to $6,000; 2016 Coors Monster Truck Spring Nationals up to $3,500; Fields of Ice up to $5,000; Turlock Pumpkin Patch and Corn Maze up to $1,000; and Tournament of Champions up to $5,000. *(Van Guilder)*

Recommended Action:
Resolution: Affirming or modifying the recommendation for Community Events and Activities Grants Funding from the Parks, Arts & Recreation Commission for the 49th Assyrian State Convention up to $10,000; ACTRA California Chapter Team Roping Championships up to $6,000; Assyrian Festival up to $10,000; Bring the Ruckus Car Show 2016 up to $5,000; 2016 Central Valley Brewfest up to $6,000; 2016 Coors Monster Truck Spring Nationals up to $3,500; Fields of Ice up to $5,000; Turlock Pumpkin Patch and Corn Maze up to $1,000; and Tournament of Champions up to $5,000

C. Request to adopt a residential fee deferral program for deferral of all Turlock Unified School District, County of Stanislaus once approved by their respective legislative bodies, and City of Turlock City-wide and Master/Specific Plan Impact Fees to Occupancy or Close of Escrow; approving a standard agreement for deferral of residential development impact fees; and authorizing the City Manager to execute said agreements. (*Pitcock*)

Recommended Action:
Resolution: Adopting a residential fee deferral program for deferral of all Turlock Unified School District, County of Stanislaus once approved by their respective legislative bodies, and City of Turlock City-wide and Master/Specific Plan Impact Fees to Occupancy or Close of Escrow; approving a standard agreement for deferral of residential development impact fees; and authorizing the City Manager to execute said agreements

D. Request to authorize renewal of the agreement with SEITY, LLC (herein referred to as SEITY) effective July 1, 2015 through June 30, 2016 to provide a Wellness Program for regular City of Turlock employees and their spouses/domestic partners at a cost not to exceed $67,000 and appropriate necessary funding. (*Eddy*)

Recommended Action:
Motion: Authorizing renewal of the agreement with SEITY, LLC (herein referred to as SEITY) effective July 1, 2015 through June 30, 2016 to provide a Wellness Program for regular City of Turlock employees and their spouses/domestic partners at a cost not to exceed $67,000

Resolution: Appropriating $2,200 in FYE 2015-16 to account number 511-10-151.47073 "Wellness Program" from Fund 511 "Health Care" reserve balance for a Wellness Program for regular City of Turlock employees and their spouses/domestic partners

E. Request to extend the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism. (*Wasden*)

Recommended Action:
Option 1
Resolution: Rescinding Resolution No. 2008-139 and adopting a new City of Turlock Military Leave Policy for employees involuntarily called to active duty as a result of the nation's war on terrorism

Option 2
Resolution: Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

A. ***Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(2)**

"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

12. ADJOURNMENT

2A

IN HONOR OF
THE RETIREMENT OF
DIANA LEWIS, TECHNICAL SERVICES MANAGER
March 1985 – May 2015

WHEREAS, Diana Lewis, Technical Services Manager, started her career in the Finance Division as an Account Clerk II with the City of Turlock in March 1985; and

WHEREAS, Diana Lewis was instrumental in organizing and administering all aspects of the payroll function and assisted the Human Resources Department for the City of Turlock; and

WHEREAS, Diana Lewis skillfully managed the Information Technology Department for the City of Turlock and has provided invaluable technical, financial, statistical and analytical support to all Divisions within the City of Turlock; and

WHEREAS, Diana Lewis has faithfully and conscientiously served the City of Turlock and its citizens for 30 years; and

WHEREAS, Diana Lewis retired from her position as Technical Services Manager effective May 6, 2015; and

WHEREAS, Diana Lewis has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Diana Lewis for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Diana Lewis, Technical Services Manager,** for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 23rd day of June, 2015.

_____

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 5/21/15 IN THE AMOUNT OF $1,951,247.38; DEMANDS OF 5/28/15 IN THE AMOUNT OF $392,233.29	}	**RESOLUTION NO. 2015-**

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:
5/21/15	$1,951,247.38
5/28/15	$392,233.29

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, 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: 5/15/2015 - To Payment Date: 5/21/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102335	05/15/2015	Open			Accounts Payable	AMERICAN DIGITAL CORPORATION	$29,982.64		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$10,170.10			
	501 - Information Technology			501.11000 (Cash)		$19,812.54			
102336	05/18/2015	Voided	DEPT REQUESTED	05/18/2015	Accounts Payable	Turlock Associated Police Officers	$29,600.00		
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		$29,600.00			
102337	05/18/2015	Open			Accounts Payable	TAPO	$29,600.00		
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		$29,600.00			
102338	05/20/2015	Open			Utility Management Refund	ALLEN, ALISON	$286.92		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$286.92			
102339	05/20/2015	Open			Utility Management Refund	CH-CALVARY BAPTIST	$25.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
102340	05/20/2015	Open			Utility Management Refund	CH-CALVARY BAPTIST	$25.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
102341	05/20/2015	Open			Utility Management Refund	CH-CALVARY BAPTIST	$25.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
102342	05/20/2015	Open			Utility Management Refund	CH-CALVARY BAPTIST	$25.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
102343	05/20/2015	Open			Utility Management Refund	HOWARD, DANA	$46.07		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$46.07			
102344	05/20/2015	Open			Utility Management Refund	PARAMONT HOMES INC	$22.52		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$22.52			
102345	05/20/2015	Open			Utility Management Refund	RAMIREZ, JUAN, H	$137.00		
	Paying Fund			Cash Account		Amount			

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	420 - WATER		420.11000 (Cash)		$137.00	
102346	05/20/2015	Open	Utility Management Refund	STESSMAN, CHAD		$713.65
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$713.65	
102347	05/21/2015	Open	Accounts Payable	A & A PORTABLES INC		$344.58
	Paying Fund		Cash Account		Amount	
	301 - Capital Improvements		301.11000 (Cash)		$344.58	
102348	05/21/2015	Open	Accounts Payable	BONANDER TRUCKS		$4.67
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$4.67	
102349	05/21/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS		$558.99
	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	
102350	05/21/2015	Open	Accounts Payable	CITY OF OAKDALE		$2,500.00
	Paying Fund		Cash Account		Amount	
	256 - Stanislaus Housing Consortium		256.11000 (Cash)		$2,500.00	
102351	05/21/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN C		$89,433.23
	Paying Fund		Cash Account		Amount	
	511 - Health Care		511.11000 (Cash)		$89,433.23	
102352	05/21/2015	Open	Accounts Payable	COMMUNITY VETERINARY CLIN		$260.38
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$195.38	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$5.00	
	266 - Police Services Grants		266.11000 (Cash)		$60.00	
102353	05/21/2015	Open	Accounts Payable	COMPUCOM SYSTEMS INC		$62,996.45
	Paying Fund		Cash Account		Amount	
	242 - Computer Replacement		242.11000 (Cash)		$59,387.60	
	501 - Information Technology		501.11000 (Cash)		$3,608.85	
102354	05/21/2015	Open	Accounts Payable	CWEA		$638.00
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$638.00	
102355	05/21/2015	Open	Accounts Payable	CYCLE SPECIALTIES INC		$898.54
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$898.54	
102356	05/21/2015	Open	Accounts Payable	DYETT & BHATIA URBAN		$16,759.95
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$16,759.95	
102357	05/21/2015	Open	Accounts Payable	ECONOMIC & PLANNING INC		$4,127.50
	Paying Fund		Cash Account		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$4,027.50	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$50.00	

Payment Register

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	411 - Storm Drainage Construction	411.11000 (Cash)		$50.00	
102358	05/21/2015 Open		Accounts Payable	ENGEO INC.	$5,716.25
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,716.25	
102359	05/21/2015 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$2,050.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$2,050.00	
102360	05/21/2015 Open		Accounts Payable	FARIA, JAMIE	$142.00
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$142.00	
102361	05/21/2015 Open		Accounts Payable	FEDERAL EXPRESS	$363.47
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$332.39	
	255 - CDBG	255.11000 (Cash)		$22.26	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$8.82	
102362	05/21/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$16,608.74
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$9,737.50	
	205 - Sports Facilities	205.11000 (Cash)		$296.10	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,285.45	
	246 - Landscape Assessment	246.11000 (Cash)		$1,717.28	
	405 - Building	405.11000 (Cash)		$153.88	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,257.78	
	420 - WATER	420.11000 (Cash)		$728.78	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$1,210.59	
	501 - Information Technology	501.11000 (Cash)		$49.60	
	502 - Engineering	502.11000 (Cash)		$171.78	
102363	05/21/2015 Open		Accounts Payable	GOMES PROPANE	$240.45
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$240.45	
102364	05/21/2015 Open		Accounts Payable	GRAINGER INC, W W	$316.74
	Paying Fund	Cash Account		Amount	
	505 - Fleet	505.11000 (Cash)		$316.74	
102365	05/21/2015 Open		Accounts Payable	GUY & JOAN GARDNER PARTNERSHIP	$671.83
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$671.83	
102366	05/21/2015 Open		Accounts Payable	HILMAR READY MIX	$139.92
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$69.96	
	420 - WATER	420.11000 (Cash)		$69.96	
102367	05/21/2015 Open		Accounts Payable	HOLT OF CALIFORNIA INC	$882.53
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$882.53	

Payment Register

From Payment Date: 5/15/2015 - To Payment Date: 5/21/2015

102368	05/21/2015	Open	Accounts Payable	JOHN DEERE LANDSCAPE	$1,290.28
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$1,290.28
102369	05/21/2015	Open	Accounts Payable	KEY SEAL PRODUCTS INC	$563.29
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$563.29
102370	05/21/2015	Open	Accounts Payable	KLEINFELDER INC	$1,854.80
	Paying Fund		Cash Account		Amount
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$927.00
	217 - Streets - Gas Tax		217.11000 (Cash)		$927.80
102371	05/21/2015	Open	Accounts Payable	LEHIGH HANSON INC	$541.58
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$318.10
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$223.48
102372	05/21/2015	Open	Accounts Payable	LINCOLN EQUIPMENT INC	$292.28
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$292.28
102373	05/21/2015	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$442.33
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$276.81
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$107.35
	420 - WATER		420.11000 (Cash)		$29.58
	502 - Engineering		502.11000 (Cash)		$28.59
102374	05/21/2015	Open	Accounts Payable	MODESTO BEE	$639.95
	Paying Fund		Cash Account		Amount
	255 - CDBG		255.11000 (Cash)		$557.40
	405 - Building		405.11000 (Cash)		$82.55
102375	05/21/2015	Open	Accounts Payable	NAPA AUTO PARTS	$120.19
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$68.86
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$25.82
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$25.51
102376	05/21/2015	Open	Accounts Payable	NEXT LEVEL PARTS INC	$119.74
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$73.74
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$46.00
102377	05/21/2015	Open	Accounts Payable	OTIS ELEVATOR CO INC	$2,862.47
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$2,862.47
102378	05/21/2015	Open	Accounts Payable	OUTDOOR CREATIONS INC	$13,352.07
	Paying Fund		Cash Account		Amount
	228 - Park Development Tax		228.11000 (Cash)		$13,352.07
102379	05/21/2015	Open	Accounts Payable	P G & E	$9,765.12

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	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	$3,700.59
	217 - Streets - Gas Tax	217.11000 (Cash)	$8.66
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,148.09
	426 - Transit - Fixed Route	426.11000 (Cash)	$2,099.95
	505 - Fleet	505.11000 (Cash)	$2,807.83

102380	05/21/2015	Open	Accounts Payable	PACIFIC STORAGE COMPANY	$325.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$274.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$51.00

102381	05/21/2015	Open	Accounts Payable	PARK MD, VERNON G	$300.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$300.00

102382	05/21/2015	Open	Accounts Payable	PRIME SHINE INC	$38.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$38.50

102383	05/21/2015	Open	Accounts Payable	PROTECH SECURITY/ELEC INC	$480.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$480.00

102384	05/21/2015	Open	Accounts Payable	QUEST DIAGNOSTICS	$260.64

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$260.64

102385	05/21/2015	Open	Accounts Payable	RECOLOGY GROVER	$3,155.56

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$3,155.56

102386	05/21/2015	Open	Accounts Payable	ROMEO MEDICAL CLINIC	$898.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$418.00
217 - Streets - Gas Tax	217.11000 (Cash)	$293.00
246 - Landscape Assessment	246.11000 (Cash)	$187.00

102387	05/21/2015	Open	Accounts Payable	SAFETY-KLEEN CORPORATION	$148.80

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$148.80

102388	05/21/2015	Open	Accounts Payable	STANISLAUS AUDITOR CONTR	$728,206.72

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$728,206.72

102389	05/21/2015	Open	Accounts Payable	STATE OF CALIFORNIA	$1,424.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,424.00

102390	05/21/2015	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$439.13

102391	05/21/2015	Open	Accounts Payable	T I D	$36,127.13

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	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$5,797.67	
	216 - Streets - Local Transportation	216.11000 (Cash)			$24,367.84	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,805.17	
	420 - WATER	420.11000 (Cash)			$156.45	
102392	05/21/2015 Open		Accounts Payable	TBA AUTO PARTS		$2,277.26
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,676.23	
	217 - Streets - Gas Tax	217.11000 (Cash)			$124.74	
	246 - Landscape Assessment	246.11000 (Cash)			$26.02	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$14.38	
	420 - WATER	420.11000 (Cash)			$3.68	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$144.27	
	426 - Transit - Fixed Route	426.11000 (Cash)			$287.94	
102393	05/21/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC		$54,060.70
	Paying Fund	Cash Account			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$54,060.70	
102394	05/21/2015 Open		Accounts Payable	TREES, INC.		$184.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$184.00	
102395	05/21/2015 Open		Accounts Payable	TURLOCK CITY TOW INC		$177.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$177.00	
102396	05/21/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$200,000.00	
102397	05/21/2015 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$655.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$400.00	
	266 - Police Services Grants	266.11000 (Cash)			$255.00	
102398	05/21/2015 Open		Accounts Payable	TURLOCK UNIFIED		$580,777.89
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$580,777.89	
102399	05/21/2015 Open		Accounts Payable	VAN DE POL ENTERPRISE INC		$976.55
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$976.55	
102400	05/21/2015 Open		Accounts Payable	VERIZON WIRELESS		$941.11
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$941.11	
102401	05/21/2015 Open		Accounts Payable	WEST PUBLISHING CORPORATION		$144.32
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$144.32	
102402	05/21/2015 Open		Accounts Payable	ZEE MEDICAL SERVICE CO		$84.32

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	Paying Fund		Cash Account		Amount	
	246 - Landscape Assessment		246.11000 (Cash)		$33.90	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$50.42	
102403	05/21/2015	Open	Accounts Payable	CLARDY, KYLE		$1,223.63
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,223.63	
102404	05/21/2015	Open	Accounts Payable	GUTIERREZ, ORLANDO		$70.00
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$70.00	
102405	05/21/2015	Open	Accounts Payable	HUMPHRES, KEITH		$150.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$150.00	
102406	05/21/2015	Open	Accounts Payable	MURPHY, MIKE		$150.00
	Paying Fund		Cash Account		Amount	
	246 - Landscape Assessment		246.11000 (Cash)		$150.00	
102407	05/21/2015	Open	Accounts Payable	PARAMONT HOMES INC		$1,320.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,320.00	
102408	05/21/2015	Open	Accounts Payable	PYRO-SPECTACULARS		$8,000.00
	Paying Fund		Cash Account		Amount	
	120 - Tourism		120.11000 (Cash)		$8,000.00	
102409	05/21/2015	Open	Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER		$145.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$145.00	
102410	05/21/2015	Open	Accounts Payable	WATTS, LAUREN		$120.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$120.00	
Type Check Totals:			76 Transactions			$1,951,247.38

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	$1,921,647.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$29,600.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$1,951,247.38	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	$1,921,647.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$29,600.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$1,951,247.38	$0.00

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Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	$1,921,647.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$29,600.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$1,951,247.38	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	75	$1,921,647.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$29,600.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$1,951,247.38	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102411	05/22/2015	Open			Accounts Payable	US BANK-VISA	$55,428.71		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$26,540.70			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$59.14			
	205 - Sports Facilities			205.11000 (Cash)		$2,083.29			
	217 - Streets - Gas Tax			217.11000 (Cash)		$1,392.32			
	225 - Transportation Tax			225.11000 (Cash)		$63.73			
	226 - Traffic Tax			226.11000 (Cash)		$242.66			
	240 - Small Equipment Replacement			240.11000 (Cash)		$312.46			
	242 - Computer Replacement			242.11000 (Cash)		$2,156.13			
	246 - Landscape Assessment			246.11000 (Cash)		$1,946.73			
	255 - CDBG			255.11000 (Cash)		$214.31			
	266 - Police Services Grants			266.11000 (Cash)		$892.06			
	270 - Recreation Grants			270.11000 (Cash)		$407.81			
	301 - Capital Improvements			301.11000 (Cash)		$16.60			
	401 - Airport			401.11000 (Cash)		$129.00			
	405 - Building			405.11000 (Cash)		$185.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$9,737.57			
	420 - WATER			420.11000 (Cash)		$6,039.55			
	426 - Transit - Fixed Route			426.11000 (Cash)		$533.97			
	501 - Information Technology			501.11000 (Cash)		$1,147.59			
	502 - Engineering			502.11000 (Cash)		$1,185.11			
	505 - Fleet			505.11000 (Cash)		$46.18			
	602 - Downtown Improvement Project			602.11000 (Cash)		$96.80			
102412	05/22/2015	Open			Accounts Payable	OVERAA & CO INC, C	$6,281.00		
	Paying Fund			Cash Account		Amount			
	415 - Sewer Bond Projects			415.11000 (Cash)		$6,281.00			
102413	05/26/2015	Open			Accounts Payable	FIRST AMERICAN TITLE INC	$50,000.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$50,000.00			
102414	05/28/2015	Open			Accounts Payable	A & A PORTABLES INC	$79.76		
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		$79.76			
102415	05/28/2015	Open			Accounts Payable	ALTA PLANNING + DESIGN, INC.	$1,239.50		
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$1,239.50			
102416	05/28/2015	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$274.44		
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$274.44			

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102417	05/28/2015	Open	Accounts Payable	ARMOR FIRE EXTINGUISHER	$12.00
	Paying Fund		Cash Account	Amount	
	205 - Sports Facilities		205.11000 (Cash)	$12.00	
102418	05/28/2015	Open	Accounts Payable	ASSA ABLOY ENTRANCE SYSTEMS US INC.	$9,581.00
	Paying Fund		Cash Account	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$9,581.00	
102419	05/28/2015	Open	Accounts Payable	AT & T	$928.82
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$928.82	
102420	05/28/2015	Open	Accounts Payable	AT&T INFO SYSTEM	$366.89
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$366.89	
102421	05/28/2015	Open	Accounts Payable	AT&T MOBILITY	$896.37
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$46.51	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$558.97	
	501 - Information Technology		501.11000 (Cash)	$250.72	
	502 - Engineering		502.11000 (Cash)	$40.17	
102422	05/28/2015	Open	Accounts Payable	AT&T/SBC	$32.29
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$32.29	
102423	05/28/2015	Open	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	$2,450.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$2,450.00	
102424	05/28/2015	Open	Accounts Payable	BURTON'S FIRE APPARATUS	$6,850.65
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$6,850.65	
102425	05/28/2015	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$357.88
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$357.88	
102426	05/28/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS	$452.75
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$152.77	
	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	
102427	05/28/2015	Open	Accounts Payable	CITY OF TURLOCK - CASH	$234.22
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$114.82	
	401 - Airport		401.11000 (Cash)	$57.00	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$34.35	
	420 - WATER		420.11000 (Cash)	$14.34	

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	502 - Engineering	502.11000 (Cash)		$13.71	
102428	05/28/2015 Open		Accounts Payable	CLARK PEST CONTROL INC	$3,261.00
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$469.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,572.00	
	420 - WATER	420.11000 (Cash)		$220.00	
102429	05/28/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$107,630.34
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$107,630.34	
102430	05/28/2015 Open		Accounts Payable	EWING IRRIGATION PROD INC	$2,408.90
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$2,408.90	
102431	05/28/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$17,896.78
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$10,112.26	
	205 - Sports Facilities	205.11000 (Cash)		$224.15	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,526.75	
	246 - Landscape Assessment	246.11000 (Cash)		$1,546.50	
	405 - Building	405.11000 (Cash)		$302.42	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,080.41	
	420 - WATER	420.11000 (Cash)		$904.95	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$970.67	
	502 - Engineering	502.11000 (Cash)		$228.67	
102432	05/28/2015 Open		Accounts Payable	INTERSTATE SALES INC	$1,265.67
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$1,265.67	
102433	05/28/2015 Open		Accounts Payable	INVARION INC	$375.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		$375.00	
102434	05/28/2015 Open		Accounts Payable	ITRON INC	$2,156.89
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$2,156.89	
102435	05/28/2015 Open		Accounts Payable	JARVIS FAY & DOPORTO LLP	$2,080.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$2,080.50	
102436	05/28/2015 Open		Accounts Payable	KNOX COMPANY	$1,276.43
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,276.43	
102437	05/28/2015 Open		Accounts Payable	L & L SIGNS	$1,605.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,605.00	
102438	05/28/2015 Open		Accounts Payable	LEHIGH HANSON INC	$1,742.20
	Paying Fund	Cash Account		Amount	

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	217 - Streets - Gas Tax	217.11000 (Cash)		$1,650.03	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$92.17	
102439	05/28/2015 Open		Accounts Payable	LINCOLN EQUIPMENT INC	$1,941.08
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,941.08	
102440	05/28/2015 Open		Accounts Payable	MISSION LINEN SUPPLY INC	$3,492.68
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$695.64	
	205 - Sports Facilities	205.11000 (Cash)		$105.85	
	217 - Streets - Gas Tax	217.11000 (Cash)		$122.40	
	246 - Landscape Assessment	246.11000 (Cash)		$322.98	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,542.35	
	420 - WATER	420.11000 (Cash)		$180.55	
	505 - Fleet	505.11000 (Cash)		$522.91	
102441	05/28/2015 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$66.73
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$66.73	
102442	05/28/2015 Open		Accounts Payable	MUNISERVICES LLC	$625.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$625.00	
102443	05/28/2015 Open		Accounts Payable	NAPA AUTO PARTS	$30.91
	Paying Fund	Cash Account		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$30.91	
102444	05/28/2015 Open		Accounts Payable	NESTLE WATERS NORTH AMERICA	$334.94
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$59.25	
	246 - Landscape Assessment	246.11000 (Cash)		$59.25	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$216.44	
102445	05/28/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC	$58.21
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$41.91	
	246 - Landscape Assessment	246.11000 (Cash)		$5.99	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$10.31	
102446	05/28/2015 Open		Accounts Payable	NORMAC INC	$6,628.22
	Paying Fund	Cash Account		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$6,628.22	
102447	05/28/2015 Open		Accounts Payable	P G & E	$155.34
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$155.34	
102448	05/28/2015 Open		Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$9,332.80
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$9,332.80	

Payment Register

From Payment Date: 5/22/2015 - To Payment Date: 5/28/2015

102449	05/28/2015	Open	Accounts Payable	PRESORT CTR STOCKTON INC	$9,623.79
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$3,207.93	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$3,207.93	
	420 - WATER		420.11000 (Cash)	$3,207.93	
102450	05/28/2015	Open	Accounts Payable	PRICE POSTEL & PARMA	$315.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$315.00	
102451	05/28/2015	Open	Accounts Payable	ROSS SILVA APPRAISALS, HORACIO, M	$400.00
	Paying Fund		Cash Account	Amount	
	258 - Housing Stimulus Funds		258.11000 (Cash)	$400.00	
102452	05/28/2015	Open	Accounts Payable	SCOTT'S PPE RECON	$2,876.36
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$2,876.36	
102453	05/28/2015	Open	Accounts Payable	ST. FRANCIS ELECTRIC, INC.	$3,447.08
	Paying Fund		Cash Account	Amount	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)	$3,447.08	
102454	05/28/2015	Open	Accounts Payable	T I D	$44,784.32
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,099.54	
	205 - Sports Facilities		205.11000 (Cash)	$1,139.47	
	216 - Streets - Local Transportation		216.11000 (Cash)	$13,222.89	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,661.01	
	420 - WATER		420.11000 (Cash)	$25,346.15	
	426 - Transit - Fixed Route		426.11000 (Cash)	$204.37	
	505 - Fleet		505.11000 (Cash)	$1,110.89	
102455	05/28/2015	Open	Accounts Payable	THORSENS INC	$114.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$114.00	
102456	05/28/2015	Open	Accounts Payable	TURLOCK JOURNAL	$250.00
	Paying Fund		Cash Account	Amount	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	$250.00	
102457	05/28/2015	Open	Accounts Payable	TURLOCK SCAVENGER/SWEEPING	$19,931.50
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$19,931.50	
102458	05/28/2015	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$792.39
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$792.39	
102459	05/28/2015	Open	Accounts Payable	VERIZON WIRELESS	$581.67
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$31.47	
	405 - Building		405.11000 (Cash)	$87.79	
	502 - Engineering		502.11000 (Cash)	$462.41	

Payment Register

From Payment Date: 5/22/2015 - To Payment Date: 5/28/2015

102460	05/28/2015	Open	Accounts Payable	VINE & SONS INC, ER	$814.73
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$238.50
	205 - Sports Facilities		205.11000 (Cash)		$43.46
	217 - Streets - Gas Tax		217.11000 (Cash)		$116.76
	246 - Landscape Assessment		246.11000 (Cash)		$50.80
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$117.55
	420 - WATER		420.11000 (Cash)		$80.11
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$146.08
	502 - Engineering		502.11000 (Cash)		$21.47
102461	05/28/2015	Open	Accounts Payable	WARDEN'S OFFICE INC	$69.96
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$34.98
	420 - WATER		420.11000 (Cash)		$34.98
102462	05/28/2015	Open	Accounts Payable	BALTAZAR, ANA , M	$500.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$500.00
102463	05/28/2015	Open	Accounts Payable	BARAJAS, JUANITA	$29.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$29.00
102464	05/28/2015	Open	Accounts Payable	BERGER LAND GROUP, LP	$5,500.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$5,500.00
102465	05/28/2015	Open	Accounts Payable	BROWNING, CINDY	$18.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00
102466	05/28/2015	Open	Accounts Payable	CRAY, AUDREY	$500.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$500.00
102467	05/28/2015	Open	Accounts Payable	ESTRADA, GUADALUPE	$24.96
	Paying Fund		Cash Account		Amount
	255 - CDBG		255.11000 (Cash)		$12.48
	256 - Stanislaus Housing Consortium		256.11000 (Cash)		$12.48
102468	05/28/2015	Open	Accounts Payable	GARCIA , MARY	$18.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00
102469	05/28/2015	Open	Accounts Payable	GODOY, RAMON	$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$50.00
102470	05/28/2015	Open	Accounts Payable	LOURENCO , DAN	$105.71
	Paying Fund		Cash Account		Amount
	501 - Information Technology		501.11000 (Cash)		$105.71
102471	05/28/2015	Open	Accounts Payable	MACHADO, LUIS	$79.00

Payment Register

From Payment Date: 5/22/2015 - To Payment Date: 5/28/2015

	Paying Fund	Cash Account			Amount	
	501 - Information Technology	501.11000 (Cash)			$79.00	
102472	05/28/2015 Open		Accounts Payable	REDD, TIMOTHY		$128.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$128.00	
102473	05/28/2015 Open		Accounts Payable	ROGERS, WAYNE		$80.00
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$80.00	
102474	05/28/2015 Open		Accounts Payable	SILVA, JACK		$10.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$10.00	
102475	05/28/2015 Open		Accounts Payable	SILVA, TONY		$50.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$50.00	
102476	05/28/2015 Open		Accounts Payable	THOMAS, CHAD		$80.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$80.00	
102477	05/28/2015 Open		Accounts Payable	TORRES, GUILLERMO & MARIA		$158.92
	Paying Fund	Cash Account			Amount	
	257 - State HOME Funds	257.11000 (Cash)			$158.92	
102478	05/28/2015 Open		Accounts Payable	TURLOCK CEMETERY ASSOCIATION		$990.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$990.00	
102479	05/28/2015 Open		Accounts Payable	WILLIAMS, CASEY		$80.00
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$80.00	
Type Check Totals:			69 Transactions			$392,233.29

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$392,233.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$392,233.29	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$392,233.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$392,233.29	$0.00

Grand Totals:

City of Turlock

Payment Register

From Payment Date: 5/22/2015 - To Payment Date: 5/28/2015

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$392,233.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$392,233.29	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$392,233.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$392,233.29	$0.00

DRAFT

JUNE 2, 2015
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

**and via teleconference:
Simon Fraser University LDC 222
8888 University Drive
Burnaby, B.C. Canada V5A 1S6
Telephone (778) 782 4080

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1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 5:04 p.m.
PRESENT: Councilmembers Amy Bublak (*by teleconference at 5:30 p.m.)*, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None. Mayor Soiseth noted that public participation would be allowed throughout the workshop.

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

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

A. Brad Snider of OpenGov demonstrated the capabilities of OpenGov, an online platform designed to analyze, share and compare financial data.

Council and staff discussion included accountability and transparency, product costs, and how the determination is made on how/what information is provided to end users.

Citizen participation included security aspects of the system.

5. **BUDGET WORKSHOP:**

Mayor Soiseth presented the report on the Fiscal Year 2015-16 and 2016-17 Non-General and General Fund Budgets and provided recommendations from the Office of the Mayor.

Council and staff discussion included debt management strategies including options related to paying down Fire and Police side funds and prepayment of the estimated annual PERS obligations using anticipated proceeds from the sale of 900 N. Palm Street and General Fund Reserves. Additionally, Council and staff spoke regarding defined benefit plans and the need to replenish the General Fund reserve.

Citizen participation included benefits of prepayment of the estimated annual PERS obligations, the importance of the reserve balance and what a prudent level would be.

Mayor Soiseth spoke regarding his recommendations with input from Parks, Recreation & Public Facilities Director Allison Van Guilder, Development Services Director Mike Pitcock, Police Lieutenant Miguel Pacheco, and Fire Chief Tim Lohman.

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Additional Council and staff discussion included Recreation Division staffing, Convention and Visitors Bureau (CVB) function, Tourism Occupancy Tax (TOT) funding, and use of TOT funding for Pedretti Park lights.

Council discussion regarding allocating unspent funds in "Community Grants and Activities" program for FY 14/15 included a request to handle this item separately on the next Council Agenda.

Council and staff discussion related to other fire matters included grant funding for three additional firefighter positions and the possibility of funding a part-time employee for Neighborhood Services with AB 109 funds.

Mayor Soiseth spoke regarding budget topics for future consideration which included staffing levels for the Fire Department's ladder truck and the addition of a Canine Unit within the Police Department (AB172 Funding).

Scott Snyder spoke in favor of the tree maintenance program. Council and staff discussion related to this item included modifying current requirements surrounding tree planting, the benefits of trees in a community, and limiting the use of the proposed funding to tree maintenance.

Citizen participation included altering current policies regarding residential sidewalk repairs and street tree maintenance inspections. Additional discussion included realtor concerns over a recommendation that Council adopt a new ordinance requiring sidewalk and street tree inspections during property point of sale.

Recommended Action: **None - Information and Direction Only**

6. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Jacob, to adjourn the meeting at 8:37 p.m.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5B2

DRAFT

JUNE 9, 2015
5:30 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

**and via teleconference:
Hyatt Regency
1300 Nicollet Mall
Minneapolis, MN 55403
(612) 370-1234

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1. A. **CALL TO ORDER** –Vice-Mayor Bublak called the meeting to order at 5:34 p.m.
PRESENT: Councilmembers Bill DeHart, Matthew Jacob, and Steven Nascimento, and Vice-Mayor Bublak, and Mayor Soiseth (*arrived at 5:35 p.m.*)
ABSENT: None

B. **SALUTE TO THE FLAG**

2. **PUBLIC PARTICIPATION:** None

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

4. **BUDGET WORKSHOP:**

Vice-Mayor Bublak introduced Councilmember Nascimento who presented the staff report on his budget proposal including his alternative proposal providing a way to increase services and pay off a portion of the debt without tapping into reserves.

Mayor Soiseth was seated at the dais at 5:35 p.m.

Council and staff discussion included side fund balances, benefits/detriments of early side fund debt repayment, PERS calculations and payment processes.

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

Council discussion included a request to wait until proceeds from the sale of the property at 900 North Palm Street are deposited before proceeding with the debt prepayment.

Recommended Action: **None - Information and Direction Only**

6. **ADJOURNMENT:**

Mayor Soiseth adjourned the meeting at 5:55 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT

5B 3

JUNE 9, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

DRAFT

**and via teleconference:
Hyatt Regency
1300 Nicollet Mall
Minneapolis, MN 55403
(612) 370-1234

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1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:07 p.m.
PRESENT: Councilmembers Bill DeHart, Amy Bublak, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. **SALUTE TO THE FLAG**

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

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

B. **STAFF UPDATES**

1. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Council Chambers Improvement project, Drew Avenue Storm and Sewer project, Crowell Road Pedestrian Improvement project, Hawkeye Pavement Rehabilitation project, Geer Road Pavement project, East Main Street Waterline project, and the Hedstrom Road Storm Drain project.

   Council and staff discussion included newly implemented efficiencies contributing to increase in turn-around time.

2. Police Chief Robert Jackson provided an update on illegal activity occurring in and around Broadway Park and within the City of Turlock including a team effort to focus on reducing the criminal element in the parks such as establishing an MOU with Stanislaus County Behavioral Health to provide services on scene to those in need, continuing the park water features, bringing in the Rec on Wheels program on Wednesdays, a pilot program in the downtown business staffed by Officer White which will focus on meeting needs of downtown businesses and area parks, and establishing a Neighborhood Watch Group in the area to involve the community in the process. Chief Jackson also noted that statistically illegal activity has decreased in the Broadway Park area, but noted the need to be aware of community perception.

3. Parks, Recreation & Public Facilities Director Allison Van Guilder provided an update on water conservation efforts at Turlock spray parks including continuing to look for opportunities for further reductions, reductions in spray parks hours at Broadway and Columbia Parks, and increased hours at community pools.

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Municipal Services Director Michael Cooke spoke regarding signage and provided conservation signs to Council and audience members, and provided positive statistics for May water usage.

4. Municipal Services Director Michael Cooke provided an update on the TID Drop Box removal for reasons including that less than 10% of the customer base uses the drop box, complaints of lag time from drop off to recordation of payment, online credit card and mobile app payment options, and the anticipated relocation of the box to A Street with same day pickup.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett spoke regarding upcoming library events and activities including catapult building, Fire and Police Department visits to the Library, dream catcher craft time, Super Hero summer reading theme, miniature garden construction for adults and teens, Lego Day, button making, story time, and their need for a new building.

Vernon Price spoke regarding State Assembly bills passed this week related to housing, the difference between perception and reality, the homeless remaining one block away from 220 South Broadway outside of their hours of operation, and concerns over breaking the cycle of homelessness in Turlock and Stanislaus County.

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:

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

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

A. **Resolution No. 2015-107** Accepting Demands of 5/7/15 in the amount of $542,708.78; Demands of 5/14/15 in the amount of $1,043,510.26

B. *Motion*: Accepting Minutes of Special Meeting of May 15, 2015; Minutes of Special Meeting of May 26, 2015; Minutes of Regular Meeting of May 26, 2015

C. 1. *Motion*: Accepting notification of Contract Change Order No. 2 (Final) for a credit of $15,738 (Fund 215) for City Project No. 13-34, "Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd. CML-5165 (073)" bringing the contract total to $325,706
2. *Motion*: Accepting improvements for City Project No. 13-34, "Intersection Improvements at Christoffersen Pkwy. and Fosberg Rd. CML-5165 (073)," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Approving an Agreement for Preliminary Engineering Services in the amount of $25,000 (Fund 215) with Union Pacific Railroad for City Project No. 14-28, "Intersection Improvements at N. Golden State Boulevard and Fulkerth Road"

E. *Motion*: Accepting improvements for City Project No. 14-69, "Public Safety Facility - Door Replacement," and authorizing the City Engineer to file a Notice of Completion

F. 1. *Motion*: Making the determination that City Project No. 15-32, "Public Safety Facility Bollards Repair and Miscellaneous Improvements," is exempt from the provisions of Section 14 CCR §15301, of the California Environmental Quality Act (CEQA), "Existing Facilities"
2. *Motion*: Awarding bid and approving an agreement in the amount of $8,599.38 (Fund 301) with Darrale Patrias Electrical Contractor, Inc., of Turlock, California, for City Project No. 15-32, "Public Safety Facility Bollards Repair and Miscellaneous Improvements"

G. **Resolution No. 2015-108** Authorizing the restructured Building Department staffing through the creation and staffing of a Permit Technician; the reclassification of a Staff Services Assistant to a Staff Services Technician; and the reclassification of a Plan Checker II to a Senior Plan Checker

H. *Motion*: Approving a retainer agreement with Bureau Veritas North America, Inc., for the remainder of Fiscal Year 2014-15 and Fiscal Years 2015-16 and 2016-17, in an amount not to exceed $390,000 (Fund 405), for plan check services related to various building permit applications throughout the City of Turlock

I. **Resolution No. 2015-109** Considering intention to levy and collect assessments for Fiscal Year 2015-16 for Assessment Districts in the City of Turlock

J. *Motion*: Approving the Agreements between the City of Turlock and each of the seven (7) HOME Consortium sub-recipients for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 for Fiscal Year 2015-16, in the amount of $911,823

K. *Motion*: Authorizing the rejection of all bids submitted by RFP(s) 15-292 for Portable Fire Extinguishers Inspection and Services, pursuant to the Turlock Municipal Code §2-7-09(c)(4) and authorizing the re-solicitation of bids

L. **Resolution 2015-110** Accepting the Fiscal Year 2014-15 monetary donations of $3,153 and property donations valued at $5,728.83 from various donors in support of the City's Crime Prevention Unit, Volunteers in Police Services (VIPS), and Public Safety Open House

M. *Motion*: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2015, through June 30, 2016

N. *Motion*: Authorizing the City Manager or designee to execute the Software Services Agreement (SSA) and attached addendum with Microbiz Security Company to provide renewed software licenses for Prowatch Security Software, inclusive of software support for City of Turlock security systems, in an amount not to exceed $6,551.82, beginning July 1, 2015 through June 30, 2016 with the option to extend the agreement for up to three (3) additional one (1) year terms

O. 1. **Resolution No. 2015-111** Appropriating $4,355 to account number 242-00-000-215.51117 "Public Safety MDC" for the purchase of one (1) replacement MDC to be funded from unappropriated Fire reserves in Fund 242 "Computer Replacement" and $1,830 to account number 116-30-305.51117 "Public Safety MDC" for the purchase of hardware for one (1) new MDC to be funded from unappropriated Fire reserves in Fund 116 "Special Public Safety"
2. **Resolution No. 2015-112** Appropriating $14,780 to account number 110-30-220.51117 "Public Safety MDC" to be funded from a transfer of $7,390 from account number 110-30-220.41001 "Neighborhood Services Full Time Salaries" and $7,390 from available unappropriated AVA revenues for the purchase of MDCs

P. *Motion*: Accepting the Turlock Downtown Property Owners Association (TDPOA) annual report related to Contract #13-061, Agreement between the City of Turlock and the Turlock Downtown Property Owners Association, for Implementation of Management District Plan (Downtown Property and Business Improvement District 2013)

Q. *Motion*: Authorizing approval to enter into a business associate agreement (BAA) with Zywave, Inc., effective June 9, 2015

R. *Motion*: Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2015-16

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Fire Marshal Mark Gomez 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, including an overview of the abatement process.

Council discussion included a dog house associated with the abatement at 1010 Alpha Road, the option for Council to consider reducing the abatement assessment amount at 1010 Alpha Road by an amount of a comparable dog house in question, and a request to provide before and after photos for future abatements.

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

Action: **Resolution No. 2015-113** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

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Resolution No. 2015-114 Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Nascimento, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

B. Development Services Director Mike Pitcock presented the staff report on the request to amend Turlock Municipal Code Title 4, Chapter 6, Article 1 regarding Residential Permit Parking Zones.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, introducing an Ordinance amending Turlock Municipal Code Title 4, Chapter 6, Article 1 regarding Residential Permit Parking Zones and setting the final reading for June 23, 2015. Motion carried 5/0 by the following vote:

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

C. Assistant Planner Adrienne Werner presented the staff report on the request to call a special mailed ballot election, declare the results, and order the Annexation No. 22 to Community Facilities District No. 2 (Services Mitigation).

City Clerk Kellie Weaver confirmed: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results.

Mayor Soiseth opened the public hearing. No one spoke. No protests were received Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-115** Calling a Special, Mailed-Ballot Election respecting Proposed Annexation No. 22 (Potter's Landing) to existing Community Facilities District No. 2 (Services Mitigation) was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

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Resolution No. 2015-116 Declaring the results of Mailed-Ballot Election respecting Proposed Annexation No. 22 (Potter's Landing) to Community Facilities District No. 2 (Services Mitigation) and ordering annexation was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

D. Mayor Soiseth noted this item, a request to confirm Benefit Assessment Report and levy assessments for the Taco Bell Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 15-34, would be removed from the agenda and brought forward at a future meeting.

8. SCHEDULED MATTERS:

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to authorize the closure of various street sections within the City of Turlock on Saturday, August 8, 2015 for the Turlock Criterium bicycle race and authorize the City Manager to apply appropriate conditions and restrictions.

Applicant Mitch Boehs spoke in favor of the event and provided information about the race, including road closures, that a portion of proceeds will benefit the Bikes for Kids Charity, event parking issues, his willingness to work with affected businesses, and associated community and economic benefits.

Council discussion included event time, race planning timeline and process, and the possibility of selecting another date for the race.

Mayor Soiseth asked for public comment.

Mike Warda, representative for certain downtown businesses, spoke in favor of the race coming to Turlock, but against the prime time that was chosen for the race, potential loss of income for the businesses he is representing, and risks associated with a new event.

Citizen participation in favor of the event included the race being a good opportunity for downtown businesses and the entire City due to increased tourism and sales.

Joe Morris of the Vintage Lounge spoke regarding concerns over loss of business due to road closures and parking availability.

Titus Striplin of 10 East Tap House spoke in favor of the event for reasons including that twilight criteriums promote a sense of community and that the event will bring money into Turlock.

Additional Council discussion included the positive aspect of new events coming to Turlock, liability concerns, and the potential for transferring liability to the applicant.

Mayor Soiseth closed public participation.

Mayor Soiseth called for a recess to provide an opportunity for the concerned parties to attempt resolution.

Mayor Soiseth reconvened the meeting at 8:13 p.m.

Mike Warda spoke regarding the discussion between the concerned parties and the thought that both sides would attempt to work together to resolve concerns and return to the next Council meeting for consideration.

Mayor Soiseth announced this item would be continued to the June 23, 2015 City Council Meeting.

B. Mayor Soiseth noted this item, a request to allocate unspent funds in the FY 2014-15 Community Grants and Activities program in the amount of $9,000 for the purpose of covering the associated event costs of promoting and hosting the 4th of July Stars & Stripes Fireworks Show at California State University Stanislaus and the Turlock Downtown Fourth of July Parade and Street Faire, would be removed from the agenda and brought forward at a future meeting.

C. Kellie Jacobs-Hunter presented the staff report on the request to adopt a City of Turlock General and Non-General Fund Budget covering Fiscal Years 2015-16 and 2016-17.

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

Councilmember Bublak spoke regarding adopting the 2-year budget and the potential for necessary amendments, then introduced Option 1.

Councilmember Nascimento spoke regarding adoption process and concerns over the proposed spending in the new budget.

Mayor Soiseth spoke regarding his intent for future discussion of replenishment of the General Fund reserve balance, addition of a Canine Unit, ladder truck staffing, website reconstruction and improvements, sidewalk/tree maintenance, StanCOG tax proposal for roads and communications and marketing strategy, with amendments to the budget and analysis of revenue generation by November 2015.

Additional Council discussion included funding a Canine Unit, sidewalk funding and associated policy issues, and street maintenance.

Councilmember Nascimento spoke regarding his inability to support Option 1, for reasons including that though there was a lack of disagreement on most issues, he could not support the level of proposed spending partly due to lack of a plan to repay the reserves.

Action: **Resolution No 2015-117** Adopting the Mayor's recommended City of Turlock General Fund Two-Year Budget covering Fiscal Years 2015-16 and 2016-17 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	No	Yes	Yes	Yes

Resolution No. 2015-118 Adopting the Mayor's recommended City of Turlock Non-General Fund Two-Year Budget covering Fiscal Years 2015-16 and 2016-17 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	No	Yes	Yes	Yes

Resolution No. 2015-119 Temporarily suspending Paragraph 4 of Resolution No. 2011-123 setting the General Fund Emergency/ Contingency Reserve at $6.5 million 118 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	No	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Mayor Soiseth noted his intent to create an Ad Hoc Subcommittee for Tree Maintenance and Sidewalk Repair Programs at the June 23, 2015 Council meeting.

10. COUNCIL COMMENTS:

Councilmember Bublak noted that she will be participating in a mud volleyball tournament sponsored by New Life Church on Saturday, June 13, 2015, that will raise money for youth.

Councilmember DeHart spoke to Vernon Price's comments made under the Citizen Participation portion of the meeting, noting that each Councilmember is extremely concerned about plight of homeless and that the call to understand, accept and work toward justice is appropriate. He applauded City staff for their efforts in regard to homelessness, placed the duty of Mr. Price's interest in reviewing City ordinances on Mr. Price, and noted his willingness to assist in the process.

Mayor Soiseth commented that the adopted budget places the City on a clear path to a balanced budget while slowly restoring vital public safety, parks, recreation, engineering, and neighborhood services and avoiding nearly $2 million dollars in interest payments by paying down the debt. He thanked City staff for their efforts and guidance in working through the budget and thanked Councilmember Nascimento for his service on the Ad Hoc Budget Subcommittee noting their common drive to make the City of Turlock fiscally sound and the best community in the Central Valley.

DRAFT

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 8:39 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

DRAFT

5C

Council Synopsis

June 23, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the amount of $3,500 (Fund 410) for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.," bringing the contract total to $303,180

2. DISCUSSION OF ISSUE:

On March 24, 2015, staff awarded a contract in the amount of $299,680 to Rolfe Construction of Atwater, California for "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.".

Change Order History	Amount	City Council Meeting
Original Contract	$299,680	March 24, 2015
Change Order No. 1	$3,500	June 23, 2015
Adjusted Contract Total	$303,180	

Contract Change Order No. 1 consists of two (2) sanitary sewer clean out items which were necessary to the project to match the conditions in the field.

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

3. BASIS FOR RECOMMENDATION:

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

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
iv. Storm water management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 410-50-534.51270, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd." and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $299,680 will be increased in the amount of $3,500, for a 1.2% increase, bringing the total contract to $303,180.

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:

Not approve Change Order No. 1. This option is not recommended by City staff because the extra work specified was needed to comply with City standards, as well as the project plans and specifications.

CONTRACT CHANGE ORDER

Date issued: 23-Jun-15 **Change Order No.:** 1
Project Name: Drew Ave. Improvements

Rolfe Construction
3573 Southern Pacific Avenue
Atwater, CA 95301

Project No.: 13-61
Contract For: $299,680.00
Contract Award Date: March 24, 2015

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

ITEM		Unit:	Quantity:	Unit Price:	Total:
1	Install two (2) Sanitary Sewer Clean Outs	LS	1	$3,500.00	$3,500.00
			Total this CCO=		$3,500.00
The original contract sum =					**$299,680.00**
Net change by previous change orders =					**$0.00**
The contract sum will be (increased) by this Change Order =					**$3,500.00**
The new contract sum including this change order will be =					**$303,180.00**
The contract time will be increased by (10) working days.					

Accepted: _____ **Date:** _____
Contractor

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

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

5D

Council Synopsis

June 23, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a service agreement with Champion Industrial Contractors, Inc., of Modesto, for preventive maintenance, filter change out and repair services for HVAC units for all City owned and leased building for a period of twelve (12) months, in an amount not to exceed $35,000

2. DISCUSSION OF ISSUE:

A preventive maintenance program ensures our equipment is given the longest lifespan possible by finding, reporting and repairing small problems before they result in expensive breakdowns and downtime. This proactive approach helps the City stay within budget and plan for the future. The Contractor will provide a preventive maintenance for air conditioning and heating systems of all City owned and leased buildings. This service will include two (2) preventive maintenance inspections annually in the fall and spring seasons. Along with the preventive maintenance inspections, the contractor will clean and replace all air filters on a quarterly basis.

The Purchasing Office solicited formal bids for preventive maintenance, filter change out and repair services for HVAC units in a Request for Proposal (RFP) 15-318 by publishing the formal bid notice in the local newspaper, the City's website and at the City's Hall bulletin board and contacting potential bidders by fax or email.

Staff also conducted a mandatory pre-bid meeting on May 20, 2015 to allow for questions and clarifications concerning the City's RFP process, preceding contract award. Only contractors that attended the pre-bid meeting were allowed to submit a proposal. Champion Industrial Contractors, Inc. and JH Simpson Company were the only two companies that attended the meeting.

Eight (8) vendors were solicited, with 3 being local vendors within the City limits.

Champion Industrial Contractors, Inc. of Modesto was the only bidder who submitted a bid.

JH Simpson Company was unable to meet the deadline date and time to submit their proposal.

Staff is recommending an authorization to award said Contract No. 15-066 with Champion Industrial Contractors, Inc. of Modesto the only responsive and responsible bidder meeting all specifications and requirements.

Champion Industrial Contractor, Inc. has provided this specialized service for the City for more than 6+ years and is very familiar with the City's HVAC units and is duly trained, qualified, and experienced to provide this service.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award the contract to Champion Industrial Contractors, Inc., of Modesto, the only responsive and responsible bidder meeting all specifications and requirements, in an amount not to exceed $35,000.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $35,000
($26,000 for PM and filter change out, plus $9,000 for repair services)

Budget Amendment

110-50-500.43115_000	Public Building General for Maintenance Air & Heat
110-50-500.43115_001	Columbia Maintenance Air & Heat
110-50-500.43115_002	Youth/GSH Maintenance Air & Heat
110-50-500.43115_004	Rube Boesch Center for Maintenance Air & Heat
110-50-500.43115_005	Senior Center for Maintenance. Air & Heat
110-50-500.43115_006	War Memorial for Maintenance Air & Heat
110-10-112.43120_003	City Maintenance Air & Heat
110-20-200.43115_000	Police Training Range Maintenance Air & Heat
110-20-215.43115_000	Animal Control Maintenance Air & Heat
110-30-300.43115_000	Fire Maintenance Air & Heat
110-60-600.43115_000	Parks Maintenance Air & Heat
110-61-620.43115_000	Recreation Maintenance Air & Heat
205-60-604.44001_000	Pedretti Supplies General
205-60-602.43115_000	Sports Complex Maintenance Air & Heat
301-50-520.51301	City Facilities Repairs
410-51-530.43115_000	Water Quality Control Maintenance Air & Heat
410-51-534.44024	Utilities Building Repairs
420-52-550.43115_000	Water Maintenance Air & Heat
425-40-415.44001	Dial-A-Ride General Supplies
501-10-130.43015	A/C Server Room PM
505-50-525.43115_000	Fleet Maintenance Air & Heat

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Do not approve the service agreement. This alternative is not recommended, City does not have available staff and resources to perform the services and maintenance of the air conditioning and heating units for all city buildings.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CHAMPION INDUSTRIAL CONTRACTORS, INC.
for
PREVENTIVE MAINTENANCE AND FILTER CHANGE OUT AND REPAIR SERVICES FOR HVAC UNITS
CONTRACT NO. 15-066

THIS AGREEMENT is made this 23RD day of June, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CHAMPION INDUSTRIAL CONTRACTORS, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for preventive maintenance, filter change out and repair services for HVAC units for City's owned and lease buildings; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A and Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Thirty Five Thousand and No/100ths Dollars ($35,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2015 and ending June 30, 2016, subject to CITY's availability of funds.

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

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

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

(1) Insurance Services Office Commercial General Liability coverage

(occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

(e) Automobile Insurance: CONTRACTOR shall furnish CITY with proof of

automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: 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.

(h) Waiver of Subrogation: 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.

(i) 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.

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

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to

pay CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CERTIFIED PAYROLL REQUIREMENT:** For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

23. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court

of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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

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

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

28. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for CONTRACTOR: **CHAMPION INDUSTRIAL CONTRACTORS, INC.**
ATTENTION: JOHN WALTER
1420 COLDWELL AVENUE
MODESTO, CA 95350
PHONE: (209) 524-6601
FAX: (209) 524-6931
EMAIL: JWALTER@CHAMPIONINDUSTRIAL.COM

for CITY: **CITY OF TURLOCK**
ATTN: PURCHASING OFFICE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Champion Industrial Contractors, Inc.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT AND REPAIR SERVICES HVAC UNITS FOR CITY OWNED AND LEASED BUILDINGS

SPECIFICATIONS

1.1 SCOPE OF WORK

Contractor to provide a Preventive maintenance program for air conditioning and heating systems of all City's owned and leased buildings. Service to include two (2) preventive Maintenance inspections annually in the Fall and Spring seasons. Along with the Preventive maintenance inspections, the contractor will provide an additional four (4) filter change outs bi-monthly coordinated with the two Preventive maintenance inspections, and will be the exclusive service representative for air conditioning/heating unit repair.

1.2 SPECIFICATIONS OF SERVICE

a) Preventive Maintenance Inspections (Twice Annually)

Contractor will provide a qualified technician to inspect air conditioning/heating systems for proper operation with attention to the following minimal actions:

1) Filter replacement
2) Check electrical connections
3) Oiling of motors
4) Check & clean indoors & outdoors coils
5) Check belts and replace if required
6) Check refrigerant pressures
7) Check for proper voltage
8) Check & clean drains if necessary
9) Check heating/cooling controls
10) Provide City Parks, Recreation and Public Facilities Maintenance Department completed list of work Performed for each building to indicate what repairs are necessary beyond the work provided for in the Preventive maintenance inspection.

b) Prevention Maintenance Inspections (Monthly)

Contractor will provide a qualified technician to inspect the Liebert air conditioning and VaPure chemical water treatment systems for proper operation with attention to the following minimal actions:

Provide all necessary inhibitor chemical.

1) Clean and service chemical feed system.
2) Clean and service humidifier system.
3) Clean all components to remove lime, sediment, and other deposits.
4) Check refrigerant pressures.
5) Check electrical connections.

6) Check for proper voltage.
7) Check, clean and replace filters if necessary.
8) Check and clean drains if necessary.
9) Check for leaks.
10) Check heating/cooling controls.
11) Provide Park, Recreation and Public Facilities Maintenance Department with a log of work performed, date, times of arrival and completion and name of technician.
12) Indicate what repairs are necessary beyond the work provided in the preventive maintenance inspection.

c) Intermediate Filter Changes

In addition to the two annual inspections above, the contractor is to include an additional four (4) intermediate filter changes and visual inspections of units on a bi-monthly basis coordinated with the Preventive maintenance inspections.

d) Replacement and Repair Work

The contractor under this agreement will be the exclusive service representative to the City for the repair of HVAC units for City owned and leased buildings at City owned and leased buildings.

The contractor will provide on call service and be able to provide a journeyman level technician that is familiar with the various equipment to insure minimum down time. Contractor will give priority to City service calls, and will respond within one day (24 hours) from the time of notification.

e) Building to be serviced

Item #	Building	Location
1	City Hall	156 South Broadway
2	City Hall Server Room	156 South Broadway
3	City Hall Municipal Services	156 South Broadway
4	Parks, Recreation & Public Facilities	144 S. Broadway
5	War Memorial	247 East Canal
6	Youth Center	1030 East Ave
7	Senior Center	1191 Cahill
8	Marty Yerby Recreation Center	600 Columbia
9	Rube Boesch	275 N. Orange
10	Fire Station #1	540 E. Marshall
11	Fire Station #2	791 South Walnut Rd
12	Fire Station #3	501 East Monte Vista
13	Fire Station #4	2820 North Walnut Road
14	Animal Control Shelter #1	801 S. Walnut Road
15	Animal Control Modular Building #2	801 S. Walnut Road
16	WQC Administration Building	901 S. Walnut Road
17	WQC Instrumentation Building	901 S. Walnut Road

Item #	Building	Location
18	WQC Electrical Maintenance Building	901 S. Walnut Road
19	WQC Operator Building	901 S. Walnut Road
20	WQC Digester #5	901 S. Walnut Road
21	WQC Blower #1	901 S. Walnut Road
22	WQC Contractor Building	901 S. Walnut Road
23	WQC Acid Phase Electrical Room	901 S. Walnut Road
24	WQC Pump Station #1 Control Room	901 S. Walnut Road
25	WQC TID Control Room	901 S. Walnut Road
26	WQC Chlorine Building	901 S. Walnut Road
27	WQC Blower Building #2	901 S. Walnut Road
28	WQC Blower Building Electrical	901 S. Walnut Road
29	WQC Filter Pump Station	901 S. Walnut Road
30	Dial-A-Ride (Transit Building)	701 S. Walnut Road
31	Fleet Maintenance Shop	701 S. Walnut Road
32	Fleet CNG Maintenance Shop	701 S. Walnut Road
33	Utilities Maintenance (Water/Collection)	701 S. Walnut Road
34	Public Facilities Maintenance Building	701 S. Walnut Road
35	Shipping & Receiving	701 S. Walnut Road
36	Police/Fire Training Building	701 S. Walnut Road
37	Police Shooting Range	701 S. Walnut Road
38	Pedretti Sports Complex	2400 N. Tegner

f) Parts and Labor Coverage

It will be the responsibility of the Contractor to provide such labor as may be required to perform services detailed in the Preventive Maintenance Inspections (A), and Intermediate Filter Changes (B), without additional change. It is further agreed, that the Contractor will provide filters, belts, grease and other miscellaneous cleaning materials at no additional charge.

All labor not covered in the routine maintenance will be charge at the hourly rates detailed in the Bid Proposal Form (Exhibit A). All materials and equipment not covered under this Agreement are not to exceed prices detailed in the ARH Service Biller.

Article I. g) PROCEDURE FOR SERVICE REQUEST

All routine Preventive maintenance and filter changes will be scheduled in advance with the Parks, Recreation & Public Facilities Maintenance Department. Requests for repair service will be directed to the contractor through Parks, Recreation & Public Facilities Maintenance Department at (209) 668-5599 Ext. 4409 or Purchasing Ext. 4406.

For purposes of repair work, it will be the responsibility of the Contractor to notify the Parks, Recreation & Public Maintenance Department when they have arrived on City property to begin work, and notify them when they have completed work. The Contractors will follow-up with an invoice in duplicate detailing the labor hours and a detailed list of materials and parts used.

h) HOLIDAYS

For purposes of this agreement, the following holidays will be recognized.

New Year's Day	January 1✦ **Day before or day after**
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	January 11
Thanksgiving Day	4th Thursday in January
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	January 25✦ **Day before or day after**

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

✦ **The City Council of the City of Turlock must authorize the official closure of City Offices on January 24 and January 31, and approve these specific dates as additional holidays.**

i) LIMITATIONS

This agreement does not include service or maintenance on;

a) Enclosures and ductwork;
b) Water supply and drainage beyond the subject equipment proper;
c) Electrical beyond the subject equipment, disconnect switch (control wiring excepted);
d) Moving or relocating the subject equipment;
e) Repair due to unexpected freezing weather.

Contractor shall not be liable for damage resulting from acts of God, damage resulting from external causes, or damage resulting from the use and/or service of equipment, unless caused by the fault or neglect of Contractor's personnel or agents.

The following specifications are provided to allow prospective bidders the opportunity to submit their Bids on equipment and a service which the bidder feels best meets or exceeds the City's requirement.

1.3 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

1.4 JOB SITE PERFORMANCE

If the Parks, Recreation & Public Facilities Superintendent or his designee finds the contract work is not being performed as per the contract, the Superintendent will give a ten (10) days' notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Parks, Recreation & Public Facilities Superintendent or his designee will correct the deficiency by any means possible and then bill the contractor.

CHAMPION
INDUSTRIAL CONTRACTORS, INC.
MECHANICAL SERVICES DIVISION

P.O. Box 4399 - 1420 Coldwell Avenue, Modesto, CA 95352
Tel: (209) 524-6601 Fax: (209) 524-6931
Contractor's License #174777

Maintenance Work Plan:

Champion Industrial Contractors, Inc. has a computerized maintenance scheduling program in which each monthly task for the contracted preventive maintenance will be programmed. At the beginning of each month, a work order will be generated describing the work to be performed that month. One contract administrative assistant will be assigned to oversee the paperwork and billing process. Two field supervisors will be assigned to oversee this preventive maintenance contract ensuring that one of the supervisors is always available to the City employees.

The preventive maintenance contract will be assigned to one individual mechanic who will be responsible for performing the maintenance and ensuring that all the work on the preventive maintenance contract is performed. Champion will also assign a group of mechanics to the emergency service requirements for this contract. A service report will be filled out and signed by a City employee for every building in which maintenance or emergency services are performed, ensuring that no buildings are missed. Champion will perform periodic audits of the maintenance program to ensure complete performance of the maintenance contract. Field supervisors will make onsite inspections to ensure the quality of work being performed.

All filters will be dated to ensure that they are being replaced as required. Written work orders will be turned into the City describing any problems found during maintenance. Written estimates for repairs will be supplied to the City for their approval. No extra work will be performed without written prior approval from the authorized City representatives.

Champion representatives will be available to the City at any time to meet and or discuss any issues or concerns that may arrive during this contract.

Champion will provide certified payroll records upon request by the City of Turlock. Labor wages paid on the duration of this contract meets or exceeds local, State, and Federal prevailing wage requirements.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 15-318

BID DUE DATE: MAY 28, 2015 BY 3:00 P.M.

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

"PREVENTIVE MAINTENANCE & REPAIR SERVICES"
FOR HVAC UNITS FOR CITY OWNED AND LEASED BUILDINGS

1) **Return original bid to:** City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Champion Industrial Contractors, Inc.

Address: 1420 Coldwell Avenue Modesto, CA 95350

Telephone Number (209) 524-6601 **Fax Number** (209) 524-6931

E-Mail Address jwalter@championindustrial.com

Authorized Representative (print) John Walter

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Preventive Maintenance, Filter Change-Out and Repair Service dated May 28, 2015, at the prices indicated herein.

	BID PROPOSAL	
1	SEMI-ANNUAL P.M. INSPECTION (BID AMOUNT BROUGHT FORWARD FROM EXHIBIT B – SECTION 1	$ 7,029.00
2	ANNUAL FILTER CHANGE-OUT (BID AMOUNT BROUGHT FORWARD FROM EXHIBIT B SECTION 2	$ 13,246.00
3	SECTION 3 – PM INSPECTION	$ 2,440.00
4	MONTHLY PM FOR LIEBERT A/C & VAPURE CHEMICAL WATER TREATMENT SYSTEMS **Monthly – SECTION 4**	$ 3,024.00
	TOTAL BID	$25,739.00

HOURLY RATE	$ 85.00
OVERTIME RATE	$ 127.50

Note: ***PROPOSAL CALLS FOR PREVAILING WAGE RATE.***

STANDARD RATE BETWEEN WHAT HOURS?	M-F 7:30 a.m. - 3:30 p.m.
OVERTIME RATE BETWEEN WHAT HOURS?	M-F after 3:30 p.m., Saturdays and Sundays
LIST ANY EXTRA CHARGES NOT DESCRIBED ABOVE:	N/A

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

Early Pay Discount
A N/A % discount is offered for payment within N/A days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No
If yes, number: 1541

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. 1 (5/26/15), _____, _____

Terms
Sales tax at 7.625% will be added at time of purchase.
Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours- notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATON DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CUASE SAID CONTRACTOR'S BID TO BE REJECTED.

Champion Industrial Contractors, Inc.
Company Name

Signature of Authorized Representative

94-1409207
Federal Tax ID Number

Contractor's License No. 174777 Class B, C-2, C-4, C10, C16, C20, C23, C36, C38, C42 C43, C51, C60, HAZ

Expires 9/30/2016. This information is true, is provided per section 7028.15 of the Business and Professional Code, and is made herein under penalty of perjury.

X

(Bidder's Signature) 05.28.15
Date

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City's Purchasing or their representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

One original and one copy of the complete bid proposals are required

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

EXHIBIT "B" BID NO. 15-318

P.M., FILTER CHANGE OUT & REPAIR SERVICE FOR HVAC .LOCATION AND TIME INTERVALS AS SPECIFIC BELOW

	Building	Cost Per PM Inspection	Semi Annual X 2	Total Annual Cost P.M.	Cost Per Filter Change-Out	Quarterly X 4	Total Annual Cost Filter Change-Out
1	City Hall	$ 340.00	2	$ 680.00	$580.00	4	$ 2,320.00
2	~~City Hall Computer Room~~						
3	City Hall Municipal Services Adm.	$340.00	2	$680.00	$ 580.00	4	$2,320.00
4	Parks, Recreation & Public Fac.	$ 85.00	2	$ 170.00	$ 55.00	4	$220.00
5	War Memorial	$127.50	2	$255.00	$ 150.00	4	$600.00
6	Youth Center	$85.00	2	$170.00	$ 50.00	4	$ 200.00
7	Senior Center	$ 170.00	2	$340.00	$123.00	4	$492.00
8	Marty Yerby Recreation Center	$85.00	2	$170.00	$49.00	4	$ 196.00
9	Rube Boesch	$ 85.00	2	$170.00	$ 48.00	4	$192.00
10	Fire Station #1	$255.00	2	$510.00	$99.00	4	$ 396.00
11	Fire Station #2	$85.00	2	$ 170.00	$ 53.00	4	$ 212.00
12	Fire Station #3	$ 85.00	2	$ 170.00	$55.00	4	$ 220.00
13	Fire Station #4	$ 43.00	2	$ 86.00	$ 30.00	4	$ 120.00
14	Animal Control Shelter #1	$ 85.00	2	$ 170.00	$ 47.00	4	$ 188.00
15	Animal Control Bldg. #2	$ 85.00	2	$170.00	$51.00	4	$204.00
16	WQC Administration Building	$ 170.00	2	$340.00	$ 109.00	4	$436.00
17	WQC Instrumentation Building	$43.00	2	$ 86.00	$68.00	4	$ 272.00
18	WQC Electrical Maintenance Bldg.	$ 85.00	2	$ 170.00	$42.50	4	$170.00
19	WQC Operator Building	$ 170.00	2	$340.00	$ 157.50	4	$ 630.00
20	WQC Digester #5	$ 43.00	2	$ 86.00	$ 48.00	4	$ 192.00
21	WQC Blower #1	$43.00	2	$86.00	$ 52.00	4	$208.00
22	WQC Contractor Building	$85.00	2	$ 170.00	$42.50	4	$ 170.00
23	WQC Acid Phase Electrical Room	$ 43.00	2	$86.00	$ 68.00	4	$ 272.00
24	WQC Pump Station #1 Control Room	$43.00	2	$ 86.00	$61.00	4	$244.00
25	WQC TID Control Room	$43.00	2	$86.00	$68.00	4	$272.00
26	WQC Chlorine Building	$43.00	2	$86.00	$ 58.00	4	$232.00
27	WQC Blower Building #2	$43.00	2	$86.00	$53.00	4	$212.00
28	WQC Blower Building Electrical	$43.00	2	$86.00	$121.00	4	$484.00
29	WQC Filter Pump Station	$ 43.00	2	$86.00	$43.00	4	$172.00
30	Dial-A-Ride (Transit Bldg.)	$ 85.00	2	$170.00	$50.00	4	$200.00
31	Fleet Maintenance Shop	$ 43.00	2	$86.00	$ 47.00	4	$188.00
32	Fleet CNG Maintenance S	$22.00	2	$44.00	$0.00	4	$ 0.00
33	Utilities Maintenance Division	$ 85.00	2	$170.00	$51.00	4	$ 204.00
34	Public Facilities Maintenance Bldg.	$ 43.00	2	$86.00	$ 30.00	4	$120.00
35	Shipping & Receiving	$43.00	2	$ 86.00	$25.00	4	$ 100.00
36	Police/Fire Training Range	$255.00	2	$510.00	$ 105.00	4	$ 420.00
37	Police Shooting Range	$43.00	2	$86.00	$42.00	4	$ 168.00
38	~~Pedretti Sports Complex~~						
		Total P.M. Inspection Cost		$3,514.50	Total Filter Change-Out		$3,311.50

Semi-Annual Cost for P.M. Inspections – **Section 1**	$ 7,029.00	Quarterly Cost for Per Filter Change-Outs **Section 2**	$ 13,246.00

EXHIBIT "B"
BID NO. 15-318
Section 3

P.M., FILTER CHANGE OUT & REPAIR SERVICE FOR HVAC
.LOCATION AND TIME INTERVALS AS SPECIFIC BELOW

Building	Type of Unit	No Units	Cost Per Unit Inspection	Frequency	PM	Extended Cost
Utilities Division	Evaporate Cooler	2	45.00	X 1	$ 90.00	$ 90.00
	Wall Unit	2	10.00	X 1	$20.00	$ 20.00
	Suspended Heater	1	40.00	X 1	$40.00	$ 40.00
WQC Treatment Fac.	Wall Unit	9	5.00	X 1	$ 45.00	$ 45.00
	Filter Change Out	9	5.00	X 12	$ 45.00	$ 540.00
Public Fac. Maint,	Suspended Heater	1	20.00	X 1	$20.00	$ 20.00
Pedretti Park Bldg.	Evaporator Cooler	1	150.00	X 1	$ 150.00	$ 150.00
Fleet Maintenance Shop	Evaporator Cooler	10	103.00	X 1	$ 1,030.00	$ 1,030.00
	Suspended Heater	8	15.00	X 1	$120.00	$120.00
Senior Center	Evaporator Cooler	1	45.00	X 1	$ 45.00	$45.00
Shipping Receiving	Wall Unit	1	10.00	X 1	$ 10.00	$ 10.00
	Filter Change Out	1	20.00	X 12	$20.00	$240.00
	Suspended heater	1	10.00	X 1	$10.00	$10.00
~~Police Services~~	~~Mini Split Units~~					
~~Police Operation~~	~~Exhaust Hoods~~					
Fire Station 1	Mini Split Units	2	10.00	X 4	$20.00	$ 80.00
					Total Bid	$ 2,440.00

Section 4

Building	Type of Unit	No Units	Cost Per Unit Inspection	Frequency	PM	Extended Cost
City Hall 2nd Floor Computer Room	Carrier/Split Liebert and VaPure Chemical	3	84.00	X 12	$252.00	$ 3,024.00
					Total Bid	$ 3,024.00

Betty Gonzalez
PURCHASING COORDINATOR
bgonzalez@turlock.ca.us

MUNICIPAL SERVICES
PURCHASING DIVISION

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5599 EXT 4406 | FAX 209-668-5695

REQUEST FOR PROPOSAL

BID NO. 15-318

PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES
FOR
HVAC UNITS FOR CITY OWNED AND LEASED BUILDINGS

AMENDMENT NO. 1

DATED ISSUED: MAY 26, 2015

The reference document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with the submission of your bid. This amendment is herby made part of the referenced proposed as though fully set forth therein. Any questions regarding this amendment should be addressed to Betty Gonzalez, responsible Contract Officer.

Municipal Services Purchasing Division, City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-5599 X 4406 ▪ Fax (209) 668-5695
Email: bgonzalez@turlock.ca.us

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TURLOCK
MUNICIPAL SERVICES PURCHASING DIVISION
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454
(209) 668-5599 EXT. 4406

REQUEST FOR PROPOSAL NO 15-318
RFP AMENDMENT NO. 1
PAGE NO. 1
RFP DUE DATE: May 28, 2015, AT 3:00 LOCAL CALIFORNIA TIME
RESPONSIBLE CONTRACT OFFICER: BETTY GONZALEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES FOR HVAC UNITS FOR CITY OWNED AND LEASED BUILDINGS

All bidders must submit their bid proposal on or before May 28, 2015, at 3:00 p.m. Local California time due to minor revisions in the specifications, as follows:

Exhibit B has been amended: (Revised Copy Attached)

1) Item 2 City Hall Computer room, has been removed. It is listed in Section 4, page 23...
2) Item 38 Pedretti Sports Complex has been removed. It is listed in Section 3, page 23.
3) Section 3 Police Services for Mini Split Unit has been removed from Exhibit B, page 23. These units were located at the old Police Building.
4) Section 3 Police Operation for Exhaust Hoods has been removed from Exhibit B, page 23. These units were located at the old Police building.

All other provisions of the Request for Proposal shall remain in their entirety.
Vendor hereby acknowledges receipt and understanding of the above amendment.

Signature / Date: 05.28.15	Champion Industrial Contractors, Inc. — Company Name
John Walter, Chief Operating Officer — Type Name & Title	1420 Coldwell Avenue — Address
jwalter@championindustrial.com — E-mail address	Modesto, CA 95352 — City / State / Zip

EXHIBIT 'H'

CITY OF TURLOCK
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 15-318
PREVENTIVE MAINTENANCE, FILTER-CHANGE-OUT AND REPAIR SERVICES FOR HVAC UNITS FOR CITY OWNED AND LEASED BUILDINGS

PARTICIPATION

BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit H, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding he City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

[X] Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

[ ] No, we will not extend contract terms to any agency other than the City of Turlock.

(Authorized Signature)

John Walter, Chief Operating Officer

Title

Business License Tax Certificate Issued to

CHAMPION INDUSTRIAL CONTRACTORS INC

1420 COLDWELL AVE
MODESTO, CA 95350

LICENSE NUMBER **948031**
LICENSE EXPIRATION DATE **6/30/2015**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.

5E

Council Synopsis

June 23, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Central Valley Concrete, Inc. and an agreement with George Reed, Inc., in an amount not to exceed $15,000 and $10,000 respectively, for the purchase and delivery of aggregates, asphaltic concrete and related materials to job sites for City projects, for a period of twelve (12) months, in accordance with the terms and conditions set forth in each agreement

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited formal bids for Aggregates, Asphaltic Concrete and Related Materials in Request for Proposal (RFP) 15-060 by publishing the formal bid notice in the local newspaper, the City's website and at the City's Hall bulletin board and contacting potential bidders by fax or email.

Four (4) vendors were solicited with 2 being local vendors within the City Limits. Two (2) vendors submitted bids. City staff evaluated the bid proposals by assessing each line item for the low bid amount, as shown below:

Item No.	Description	Unit Ton	Central Valley Concrete of Turlock	George Reed, Inc. of Modesto
1	Concrete Aggregates Sand	1	16.00	No Bid
2	1-1/2" Drain Rock	1	17.00	No Bid
3	¾" Aggregate Base	1	14.00	No Bid
4	Concrete/Fill/Sand	1	14.00	10.00
5	Asphaltic ¾ Max size	1	109.00	53.00
6	Asphaltic ½" Max size	1	99.00	54.00
7	Asphaltic 3/8" Max size	1	99.00	59.00

Staff is recommending an authorization to award multiple contracts with Central Valley Concrete, Inc. and George Reed, Inc. for the purchase of the above materials to be used for City projects, based on the low bid amount per each line item.

3. BASIS FOR RECOMMENDATION:

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.

Authorize the City Manager or his designee to award multiple agreements with the following vendors, for a period of twelve months with options to extend for three one (1) year terms.

1) Central Valley Concrete of Turlock $15,000
2) George Reed of Modesto $10,000

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:
110-60-600-44001_000 Parks Supplies
217-50-510-44001_000 Street Supplies
205-60-604-44001_000 Regional Sport Complex Supplies
246-60-600-44001_000 Landscape Assessment General Supplies
410-51-531.44001_000 Sewer General Supplies
410-51-530.44001_000 WQC General Supplies
(Cost will be split based on usage)

Fiscal Impact: $25,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not award the contract for the purchase and delivery of concrete. Under this alternative, staff would have to call on a weekly basis for competitive prices on concrete needed for maintenance projects. This would cause administrative costs to rise considerably and could cause disruption in work schedules if crews have to wait for material deliveries.

5F

Council Synopsis

June 23, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the annual maintenance agreement with Mo-Cal Office Solutions for two (2) Kyocera multifunctional photocopiers based on a cost per copy and annual base rate for a period of thirty-six (36) months

2. DISCUSSION OF ISSUE:

Municipal Services Department purchased two (2) copiers in Administration and Water Resource Division. The 8 year old copiers are out dated and have reached the end of their useful life, becoming expensive and difficult to maintain and are in need of replacement. The new units are multifunction copiers and are energy efficient; at 29% lower power consumption than the previous models and at a lower cost per copy rate. In addition, the new copiers also have built-in fax functionality, which will allow us to eliminate the old free standing fax machines as they have reached the end of their useful life and their associated cost for repairs and supplies has also increased.

The maintenance agreement with Mo-Cal Office Solutions includes the service calls, service labor, toner and all replacement parts, necessary to keep the equipment working within the manufacturer's specifications. The copiers are a necessity for the daily operation of the City.

The maintenance agreement is based on a cost per copy rate or annual flat fee as noted below:

Type of Equipment	Cost Per Copy	Volume
Kyocera Ecosys M2535DN MFP	Annual Base Rate of $186	Low volume
Kyocera Taskalfa 3051CI	$0.00750 BW & $.0.05 Color	High volume

The standard service call rate with Mo-Cal and other companies are approximately $125 per service call, plus additional cost for parts, labor and supplies, without an annual maintenance and service agreement.

3. BASIS FOR RECOMMENDATION:

A. The copiers in the Municipal Services Department and Administration are 8 years old, have reached the end of useful life, and need to be replaced.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Based on a cost per copy estimated amount not to exceed $2,000.

Budget Amendment
410-51-530.43065 Water Quality Control Copier Lease/Maintenance

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to approve the maintenance and service agreement. Staff does not recommend this alternative. The City will pay a standard rate charge of $125 per hour for each service call, plus replacement parts and supplies.

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

Agreement Number 14-1390-03

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454	Location: WATER RESOURCE BUILDING
Contact: BETTY GONZALEZ	Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454
Phone: 209/668-5599 EXT 4406	Contact: DAN FRISCH
Fax: 209/668-5695	Phone: 209/668-5599 EXT. 4413
Email: BGONZALEZ@TURLOCK.CA.US	Fax: 209/668-5576

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA ECOSYS M2535DN MFP Serial Number: LVZ3Z02723

Starting Date: 5/1/2015
Base Rate: $186.00
Overage Rate B/W: $0.01550

Beginning B/W Meter:
IncludesB/WPages: 12,000
Overage Rate Color:

Beginning Color Meter:
Includes Color Pages:

Base schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☑ Declined (Reference Item 13 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature _____ Print Name / Title _____ Date _____

MoCal Office Solutions _____ Date _____

OK for Agenda

Agreement Provisions

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning
When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.
Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations
This Agreement will automatically renew at the end of each year.
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ percent during any twelve month period thereafter. * PGE CPI
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, ~~plus a $300.00 cancelation fee.~~
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a ~~time~~ and material basis.

9. Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* As per Paragraph 5 of City's Addendum.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")

Dated: JUNE 23, 2015

City Contract No. 15-064

Contractor's Contract No. 14-1390-03

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.

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

(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 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.

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

4. **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.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")
Dated: JUNE 23, 2015
City Contract No. 15-064
Contractor's Contract No. 14-1390-03

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

Mo-CAL Office Solutions

By: _____

Title: PRESIDENT

Print name: TOM ADRIAN

Date: 6/3/15

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1965

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

Agreement Number 14-1390-04

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK
Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454	Location: MUNICIPLE SERVICE- ADMIN Address: 156 S. BROADWAY STE. 270 TURLOCK, CA 95380
Contact: BETTY GONZALEZ	Contact: REBECCA ARCHER
Phone: 209/668-5599 EXT 4406	Phone: 209-668-5599 EX 4400
Fax: 209/668-5695	Fax: 209/668-5695
Email: BGONZALEZ@TURLOCK.CA.US	

Equipment / Rate Information

☐ **See Attached Equipment List**

Make/Model: KYOCERA TASKALFA 3051CI Serial Number: L854907723

Starting Date: 5/1/2015
Base Rate:
Overage Rate B/W: $0.00750

Beginning B/W Meter:
IncludesB/WPages:
Overage Rate Color: $0.05000

Beginning Color Meter:
Includes Color Pages:

Base schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☐ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☑ Declined (Reference Item 13 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☐ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature | Print Name / Title | Date

MoCal Office Solutions | Date

OK for Agenda

Agreement Provisions

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning
When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.
Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations
This Agreement will automatically renew at the end of each year.
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~fifteen~~ percent during any twelve month period thereafter. * PER CPI
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, ~~plus a $300.00 cancellation fee.~~
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees
All Agreement fees are due and payable within ~~10~~ 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to you operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* As per Paragraph 5 of City's Addendum.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")

Dated: JUNE 23, 2015

City Contract No. 15-065

Contractor's Contract No. 14-1390-04

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.

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

(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 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.

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

4. **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.

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

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")
Dated: JUNE 23, 2015
City Contract No. 15-065
Contractor's Contract No. 14-1390-04

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

Mo-CAL Office Solutions

By: _____

Title: PRESIDENT

Print name: TOM ADRIAN

Date: 6/3/15

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Council Synopsis

June 23, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting bid submitted in response to RFP 15-324 for one (1) trailer mounted 4" portable trash pump for Turlock Regional Water Quality Control, pursuant to the Turlock Municipal Code §2-7-09(c)(4)

2. DISCUSSION OF ISSUE:

Staff is requesting that the bid submitted by Pac Machine Company, Inc., be rejected pursuant to Turlock Municipal Code §2-7-09(c)(4) rejection of bids.

The Purchasing Office solicited formal bids for one (1) trailer mounted 4" portable trash pump on Request for Bid (RFB) 15-324 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting local dealerships and other dealerships within Stanislaus County by fax or email. One (1) vendor submitted bids; as indicated below:

Pac Machine Company, Inc. of Sparks, NV $45,832.75

Staff evaluated Pac Machine Company's bid and is requesting that their bid be rejected for the following reasons:

1) Their proposal stated the pump can pass 2" (1.8") solids. The specifications required the ability to pass 3" solids. Pac Machine proposal is non-responsive to the bid specifications.

2) Their proposal far exceeded the budgeted amount of $30,000 for this equipment.

3) Staff notified eight (8) potential bidders and received one (1) proposal.

4) Staff conducted research on this type of equipment and found the price ranges from $20K to $25K.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code §2-7-09 (c)(4) Rejection of Bids, the City Council may reject any and all bids presented and re-advertise for bids and may waive any informalities or minor irregularities in a bid.

After reviewing Pac Machine Company's bid, staff recommends that the City Council reject their bid. City staff will notify the only bidder of Council rejection of Bid No. 15-324.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No Fiscal Impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the rejection of bid. Council could authorize City staff to award to the only bidder and waive any informality.

REQUEST FOR PROPOSAL
BID NO. 15-324

for
TRAILER MOUNTED 4" PORTABLE TRASH PUMP
FOR
MUNICIPAL SERVICES WATER QUALITY CONTROL

RFB Notification Date
MAY 15, 2015

Bid Due Date
MAY 27, 2015
3:00 P.M.

To: Purchasing Office
City of Turlock
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
(210) 668-5599 X 4406

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 15-324

BID DUE DATE: MAY 27, 2015

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

"TRAILER MOUNTED 4" PORTABLE TRASH PUMP"

1) **Return original bid to:** **City of Turlock**
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

2) **Price shall be F.O.B. Destination or for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company:	PAC Machine Company, Inc.
Address:	8570 23rd Avenue
City/State/Zip	Sacramento, CA 95826
Telephone No.:	(916) 416-4065
Fax Number	(916) 387-1380
Email Address:	8570 23rd Avenue
Authorized Representative (Print)	TIM Rood

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for One (1) Trailer Mounted 4" Portable Trash Pump, dated MAY 27, 2015, at the prices indicated herein.

Bid Sheet

Make/Model:	Godwin CD100, Tier 4 Final
One (1) Trailer Mounted 4" Portable Trash Pump	$ $39,800.00
Sales Tax @ 7.625%	$ $3,034.75
Total Price	$ $45,834.75* *Includes $3,000.00 Freight to Turlock, CA
List any extra charges not described above:	

FAILURE TO FURNISH ONE (1) "INKED" SIGNED ORIGINAL BID DOCUMENTS AND ONE COPY WILL RESULT IN DISQUALIFICATION.

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

Early Pay Discount
A N/A % discount is offered for payment within N/A days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? ☐ Yes ☒ No
If yes, number: _____

"Piggyback" Contracting/Participation
Will your firm extend the same prices, terms and conditions to other public agencies, as per Exhibit G? ☒ Yes ☐ No

Order Contact
Provide the following information about the City's contact for orders.

Name:	Tim Rood
Phone Number:	(916) 416-4065
Fax Number:	(916) 387-1380
Cell Number:	(916) 416-4065
Email Address:	tim@pacmachine.com

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

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes ___NO___ (A "No" answer requires a detailed explanation giving reference to all deviations)

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. N/A

Terms

1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

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

b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:
Policy Statement
In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and

registration applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Supplier's License No.____ 9875 Expiration Date: Aug 31, 2016
Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

PAC Machine Company, Inc
Company Name

Tim Rood
Signature of Authorized Representative

94-2588644
Federal Tax ID Number

***Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.**

FAILURE TO FURNISH ONE (1) "INKED" SIGNED ORIGINAL BID DOCUMENTS AND ONE COPY WILL RESULT IN DISQUALIFICATION.

5H

Council Synopsis

June 23, 2015

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance for the purchase of replacement letters for the amphitheater at the Turlock Regional Sports Complex

2. DISCUSSION OF ISSUE:

Over the last several years the Rotary Club has been very generous in the donation of money to construct an amphitheater, information kiosk and softball scoreboard at the Turlock Regional Sports Complex.

3. BASIS FOR RECOMMENDATION:

Staff has identified a need to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $148

Budget Amendment

Appropriation of funds to 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to appropriate the funds. This is not recommended as the funds have been donated to the City to be used at the Turlock Regional Sports Complex.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $148 TO ACCOUNT NUMBER 269-60-614-377.44001_000 "ROTARY CLUB GRANT-SPORTS COMPLEX EXPENSES" FROM FUND 269 "PARKS & PUBLIC FACILITIES GRANTS" RESERVE BALANCE FOR THE PURCHASE OF REPLACEMENT LETTERS FOR THE AMPHITHEATER AT THE TURLOCK REGIONAL SPORTS COMPLEX	}	**RESOLUTION NO. 2015-**

WHEREAS, the Rotary Club has donated money to be used at the Turlock Regional Sports Complex; and

WHEREAS, staff has identified a need to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $148 to account number 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance for the purchase of replacement letters for the amphitheater at the Turlock Regional Sports Complex.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $148.00 TO 269-60-614-377.44001_000 "ROTARY CLUB GRANT-SPORTS COMPLEX EXPENSES" FROM FUND 269 "PARKS & PUBLIC FACILITIES GRANTS" RESERVE BALANCE TO PURCHASE REPLACEMENT LETTERS FOR THE AMPHITHEATER AT THE TURLOCK REGIONAL SPORTS COMPLEX	}	**RESOLUTION NO. 2015-**

WHEREAS, the Rotary Club has donated money to be used at the Turlock Regional Sports Complex; and

WHEREAS, staff has identified a need to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $148.00 to 269-60-614-377.44001_000 "Rotary Club Grant – Sports Complex Expenses" from Fund 269 "Parks & Public Facilities Grants" reserve balance to purchase replacement letters for the amphitheater at the Turlock Regional Sports Complex.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, 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

June 23, 2015

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations received from April through June Fiscal Year 2014-15 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

Staff has received donations for many programs and activities implemented by the Parks, Recreation & Public Facilities Department as per Exhibit A. Through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities. Monies received through donations assist in offsetting City resources typically provided by the General Fund.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Increases to account numbers as attached in Exhibit A of the resolution.

Total amount donated $5,833.37

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to accept this funding. Staff does not recommend this alternative, as these donations were solicited from the community to support programs, scholarships and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS RECEIVED FROM APRIL THROUGH JUNE FISCAL YEAR, 2014-15 TO BE DEPOSITED FOR A VARIETY OF PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT PROGRAMS, SCHOLARSHIPS, AND ACTIVITIES	}	**RESOLUTION NO. 2015-**

WHEREAS, the Parks, Recreation & Public Facilities Department receives donations from the community to support a variety of programs, scholarships and activities; and

WHEREAS, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities; and

WHEREAS, monies received through donations assist in leveraging City resources which are then deposited to various accounts as indicated on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donations received from April through June Fiscal Year 2014-15 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS

Date	Donor	Address	City	State	Zip Code	Account Number		Amount
4/28/2015	Save Mart Shares Program	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	$	104.70
5/3/2015	Arrowhead Club	P O Box 608	Turlock	CA	95380	269-60-614-378.47176	$	5,728.67

Donation Total	$	5,833.37
In Kind		
In Kind Total	$	-
Grand Total	**$**	**5,833.37**

Taken to City Council 23-Jun-15

5J

Council Synopsis

June 23, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager or designee to execute an Online Subscription Agreement Addendum with Lexipol, to provide additional management services for police department policy maintenance and updates, inclusive of a one time "catch up fee" of $4,319 and two (2) years of management services at $6,948 a year, for a total amount not to exceed $18,215

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to add additional online policy manual subscription services. The police department currently utilizes Lexipol Online police policy subscription services which handled the distribution and legal writing of the police department's policy manual. The police department, due to ongoing staffing changes, has not been able to maintain the policy manual due to the multitude of ongoing updates. Lexipol offers a service that allows for their specialized staff to catch up our backlog of updated materials. Also, the expertise required to learn the online system and constantly maintain the updates is not conducive to continuous changes of staff as is required at the police department level. Lexipol offers a management service that will manage the ongoing system updates and collaborate with the police department management to ensure we stay current on all policy updates, especially those that are legally mandated. This will ensure a consistent and updated policy manual.

3. BASIS FOR RECOMMENDATION:

Pursuant to Turlock Municipal Code §2-7-08(b)(3), bidding procedures are not required under the following circumstances regardless of the amount involved for contracts involving the obtaining of professional or specialized skill, such as, but not limited to, services rendered by attorneys, engineers, accountants, and specialized consultants.

Staff recommendation is to award contract to Lexipol in an amount not to exceed $18,215 with ongoing renewal options.

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:

None. Budgeting will be in place as noted below:

2015-16 Budget	501-10-130.43060_000	- $15,000.00
	110-20-200.43045	- $ 3,215.00

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Not approve the service agreement. Staff does not recommend this alternative.

Lexipol

PREDICTABLE IS PREVENTABLE

Addendum to Online Subscription Agreement between Lexipol and Turlock Police Department

Agency is purchasing the following service:

POLICY MANUAL SUBSCRIPTIONS:

Custody Policy Manual & Custody Daily Training Bulletins ☐ Year 1 Pricing $_____ Year 2 Pricing $_____

Supplemental Publication Service (SPS) ☐ Year 1 Pricing $_____ Year 2 Pricing $_____

Law Enforcement ☐ Custody ☐ Fire ☐

Implementation Services ☑ Pricing $4,319 - Catch Up Fee

Management Services Policy Updates ☑ DTBs ☐ Year 1 Pricing $6,948.00 Year 2 Pricing $6,948.00

Please complete all fields and place N/A where applicable.

(Chief/Sheriff/Manager Name) (Title) (Chief/Sheriff/Manager Email) (Chief/Sheriff/Manager Direct Phone)

Robert A Jackson Chief rjackson@turlock.ca.us 209-664-7301

(Name of Agency as you want it to appear on the manual)

Turlock Police Department

(Agency Street Address) (City) (State) (Zip Code) (County)

244 N Broadway Turlock CA 95380 Stanislaus

(Billing Address if different from above) (City) (State) (Zip Code)

Same

(Agency Phone) (Fax) (Email)

N/A 209-667-5226 N/A

(Risk Management Group/Insurance Pool) (Accreditation Agency)

Central San Joaquin Valley Risk Management Authority N/A

(No. of Authorized Personnel) (If Custody – No. of Beds) (Agency Fiscal Year End) (Agency Website)

77 July 1 - June 30 http://ci.turlock.ca.us

(Policy Primary User Full Name) (Title) (Primary User Phone) (Policy Primary User Email)

N/A N/A N/A

Terms and Conditions: This subscription order falls under the original online subscription agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents additional services to the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking the "Terms and Conditions of Use" hypertext link located on Lexipol Forum page once Agency becomes a subscriber.
AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS WEBSITE.

The subscription agreement is authorized and approved by:

(Name of Authorized Signer) (Title) (Email, Authorized Signer) (Phone, Authorized Signer)

Roy W Wasden City Manager rwasden@turlock.ca.us 209-668-5540 ext 1101

(Authorized Agency Signature) (Date)

OK for Agenda

Please return to: Fax: (949)484-4443 – Email: contracts@lexipol.com
Send: *Lexipol LLC, 6B Liberty, Suite 200, Aliso Viejo, CA 92656*

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PREDICTABLE IS PREVENTABLE

Policy Manual Update Administration Services
Proposal for Turlock Police Department

Policy Manual Update Administration

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your agency. We review the updated content for applicability to your manual(s) and practices, and work with you to establish timelines for update implementation. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual. This ensures both internal consistency and agency-specific applicability are maintained.

Our Policy Manual Update Administration Service includes:

- Start-to-finish project management on every policy manual update – whether it's 2 or 50 pages
- When pertinent, meeting with agency stakeholders via teleconference or webcast to determine applicability of a specific policy update and involving a subject matter expert as needed
- Integrating and reviewing the updated content to ensure it meets your needs
- Finalizing the policy manual and coordinating its distribution to your personnel

Timelines and Costs

Lexipol's annual fee for Policy Manual Update Administration Services is $6,948 for the Policy Update Management Services and $4,319 for the one-time fee to get caught up on prior updates. The annual subscription period will start on the effective date of this agreement and renew on the 12 month anniversary, unless terminated by either party in accordance with the terms of your subscription agreement.

Summary

Lexipol is uniquely qualified to provide these services to Turlock Police Department. By utilizing Lexipol experts and their familiarity with Lexipol content and proven methods of operation, policy manual update implementation times can be drastically reduced and validation quality can be vastly improved.

For more information, contact John Fitisemanu, Lexipol Client Services Representative, at (949) 276-9935 or jfitisemanu@lexipol.com.

Lexipol
6B Liberty, Suite 200, Aliso Viejo, CA. 92656
949.484.4444 I Fax 949.484.44443 I www.lexipol.com

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Council Synopsis

June 23, 2015

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with New World Systems for application training on eTimesheets enhancements and a Business Process Review of payroll processing

Resolution: Appropriating $4,000 in FY 15-16 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for application training on eTimesheets enhancements and a Business Process Review of payroll processing

2. DISCUSSION OF ISSUE:

In January 2013, the City of Turlock went live with the New World Systems Payroll application. New World Systems offers a service to provide a Business Process Review after going live to evaluate our use of the software system to insure that we are using it to its full potential and efficiency. The City has purchased the eTimesheets module but has not yet deployed it. New World Systems has made robust enhancements to this module with the release of their 9.2 software upgrade.

3. BASIS FOR RECOMMENDATION:

The appropriation of $4,000 is to cover the cost of the three day training of $1,800, plus $2,200 of travel expenses for the New World Systems trainer. New World is offering the training costs at a discount, as our regular rate is $1,200 per day (for a total of $3,600). With the complexity of administering multiple MOU's combined with multiple jurisdiction reporting requirements, it is important to make sure we are using the software properly.

Strategic Plan Initiative: B. POLICY INITIATIVE – 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 - $4,000

Budget Amendment: Appropriate $4,000 in FY 15-16 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for application training and a Business Process Review of New World System's Payroll Software Module.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the funding for the training and Business Process Review.

Document #: 1449-15L1A

New World Systems®
The Public Sector Software Company

May 21, 2015

ADDITIONAL SERVICES AGREEMENT

Ms. Julie Burke
Senior Accountant
City of Turlock
156 S. Broadway
Turlock, CA 95380

Dear Ms. Burke:

New World Systems is pleased to provide additional services for a Logos.NET 9.2 Release Upgrade.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION (New World)	**CITY OF TURLOCK, CALIFORNIA** (Customer)
By: _____ **Larry D. Leinweber, President**	**By:** _____ **Authorized Signature** **Title**
	By: _____ **Authorized Signature** **Title**
Date: _____	**Date:** _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH AUGUST 21, 2015.

OK for Agenda

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

The fixed fee for a Logos.NET 9.2 Release Upgrade will be $1,800. (Plus all actual and reasonable travel expenses and time incurred by **New World** divided proportionately between all **New World** customers visited on a single trip.) The installation and training support services are typically performed at **Customer's** premises but may be provided at **New World** national headquarters in Troy, Michigan. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Services to include:

A. Application Training
   1) eTimesheets Enhancements
   2) Payroll Processing

Additional support services provided by **New World** outside the scope of this Agreement will be provided at the **Customer's** daily rate in effect at that time, currently $1,200 per day.

2. Payments for Services and Travel Costs

Support Services will be billed as follows:

a)	Amount invoiced upon the Effective Date (100%)	$1,800
	TOTAL DUE	**$1,800**

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement will be calculated and added as applicable to each billing and are the responsibility of the **Customer.** **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $4,000 IN FY 15-16 TO 240-00-000-200.51005_002 "COMMUNICATIONS FINANCIAL SOFTWARE" FROM FUND 240 "SMALL EQUIPMENT REPLACEMENT-GENERAL ADMINISTRATION" RESERVE BALANCE FOR APPLICATION TRAINING ON eTIMESHEETS ENHANCEMENTS AND A BUSINESS PROCESS REVIEW OF PAYROLL PROCESSING	}	**RESOLUTION NO. 2015-**

WHEREAS, in January 2013 the City of Turlock went live with the New World Systems Payroll software application; and

WHEREAS, New World Systems offers a service to provide a Business Process Review to evaluate our use of the software system to insure that It is being used to its full potential and efficiency; and

WHEREAS, the City of Turlock purchased the eTimesheets Module from New World Systems; and

WHEREAS, the newest software upgrade includes robust enhancements to this product.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $4,000 to 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment-General Administration" reserve balance for application training on eTimesheets enhancements and a Business Process Review of payroll processing.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

June 23, 2015

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

2. DISCUSSION OF ISSUE:

Section 50055 of the California Government Code allows for the unclaimed checks of less than $15 or unclaimed checks of any amount if the depositor's name is unknown to become the property of the local agency after a period of one (1) year without the necessity of publication of a notice in a newspaper.

3. BASIS FOR RECOMMENDATION:

Staff has reviewed all outstanding checks and has determined that the checks on the attached list meet this criteria.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact $35.48

Budget Amendment – None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There is no acceptable alternative. Leaving these unclaimed checks on the books as outstanding ties up City funds unnecessarily.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE RELEASE OF UNCLAIMED CHECKS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 50055 TO THE CITY OF TURLOCK	}	**RESOLUTION NO. 2015-**

WHEREAS, Section 50055 of the California Government Code allows for unclaimed checks of less than $15 or any amount if the depositor's name is unknown to become the property of the local agency after a period of one (1) year without the necessity of publication of a notice in a newspaper; and

WHEREAS, each of the checks listed on the attached summary meets this criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby transfer the unclaimed checks on the attached list in the total amount of $35.48 to the City of Turlock's funds upon which the original checks were drawn in accordance with Section 50055 of the California Government Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit "A"

City of Turlock
Open Payment Report
Report As Of Date: 6/1/15

Number	Date	Source	Payee Name	Transaction Amount
94734	9/5/13	Accounts Payable	Mariam Ordaz	$ 10.00
97170	3/27/14	Accounts Payable	Manuel & Guadalupe Regalado	$ 13.70
97725	5/15/14	Accounts Payable	Jordyn Finley	$ 7.50
128479	9/20/13	Payroll	Marin Bailey Husselstein	$ 4.28
			TOTAL	$ 35.48

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Council Synopsis

June 23, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Kellie Jacobs-Hunter, Administrative Services Director

1. ACTION RECOMMENDED:

Resolution: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Appropriation Limit for the City of Turlock for the 2015-16 fiscal year

2. DISCUSSION OF ISSUE:

Annually, cities throughout California establish their Appropriation Limit under Article XIII.B of the California Constitution. The Appropriation Limit represents the level of city expenditures that can be funded using tax dollars. This calculation has its origin in Proposition 4, commonly known as the Gann Initiative; thus this calculation is sometimes referred to as the Gann Limit.

Proposition 4 was passed by California voters in November 1979 and places limits on the amount of tax revenue which can be spent by governmental entities on an annual basis. Prop 4 became effective in fiscal 1980-81 and used fiscal 1978-79 revenues as the base for its calculations. The calculations were further refined by the passage of Proposition 111 in June 1990. The base year revenues are increased annually by a factor which combines the governmental entity's population growth rate and the increase or decrease in the California per capita personal income. Cities may choose to use their own population growth rate or their county's population growth rate and typically choose whichever is larger.

3. BASIS FOR RECOMMENDATION:

The Appropriation Limit provides for managed growth in the revenue received from the proceeds of taxes. The compliance requirements set forth the base year revenue from tax proceeds and each subsequent year's growth in tax-based revenue is limited by a combination of population growth and cost-of-living growth.

The City of Turlock makes an annual determination of the most advantageous method for setting its annual limit. In the event the City was in the position of receiving increased tax proceeds which would exceed the limits authorized under the above compliance requirements, the City may place itself in the position of being required to pay back any accumulated tax over collections within the next two fiscal years.

The City is currently in no danger of reaching the limit as the 2015-16 Appropriation Limit is $49,578,744 while proceeds from taxes are only $26,273,462 or approximately 53% of the amount allowed (see Exhibit A in the Resolution for details).

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact to the City's budget as the calculations reflect the budgets the City Council has already adopted and the limit greatly exceeds the appropriations subject to limitation.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES

No alternative is provided as the adoption of the Annual Appropriation Limit is required by California law.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF MAKING CERTAIN FINDINGS AND DETERMINATIONS IN COMPLIANCE WITH SECTION XIII.B OF THE CALIFORNIA CONSTITUTION AND SECTION 7910 OF THE CALIFORNIA GOVERNMENT CODE AND SETTING THE APPROPRIATION LIMIT FOR THE CITY OF TURLOCK FOR THE 2015-16 FISCAL YEAR	}	**RESOLUTION NO. 2015-**

WHEREAS, new cost of living factors and new population factors have been established for determining the City's annual appropriation limit.

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

1. In compliance with Article XIII.B of the Constitution of the State of California and Section 7910 of the California Government Code, establish the City of Turlock's Appropriation Limit for the 2015-16 Fiscal Year to be $49,578,744. The total appropriations subject to limitation are $26,273,462.

2. In the computation of such Limitation, the City selected the City's population growth factor of 1.0097 for use in the 2015-16 Fiscal Year.

3. The cost-of-living factor used in the computation of the Limitation is the percentage change in California's Per-Capita Personal Income of 3.82%. However, the City of Turlock reserves the right to change this selection at some future time when necessary information becomes available on a regular and legislated basis.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, 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

Appropriations Limit - Fiscal Year 2015-16

		2015-16 Budget		
		Tax Proceeds	Non-Tax Proceeds	Total
REVENUE SOURCES	**Dept**			
Property Tax - Fund 110	30010	$ 4,742,800		$ 4,742,800
Sales & Use Tax - Fund 110	30020	13,448,700		13,448,700
AB172 Public Safety Sales Tax - Fund 116	30030	266,600		266,600
Hotel/Motel Tax - Fund 110	30100-000	700,000		700,000
Hotel/Motel Tax - Fund 120	30100-000	350,000		350,000
Vehicle In Lieu Tax - Fund 110	30010 & 34010	5,285,400		5,285,400
Property Transfer Tax - Fund 110	30010-006	154,500		154,500
Business Licenses - Fund 110	31010	715,235		715,235
Business Licenses - Fund 116	31010	568,700		568,700
Franchise Fees - Fund 110	30090		$ 1,120,000	1,120,000
Bicycle Licenses - Fund 202	31050		10,000	10,000
Fines & Penalties - Fund 110	Various		141,500	141,500
Transfers - Fund 110	Various		1,730,042	1,730,042
State Gas Tax - Fund 217	34162		1,184,636	1,184,636
State Gas Tax (Section 2103)- Fund 217	34162_005		353,000	353,000
Local Transportation Funds - Fund 216	34105 & 34106		902,000	902,000
Federal/State Grants - Fund 215	34100 & 34102		2,193,000	2,193,000
Grants - Fund 110 (police)	34028 & 34030		139,000	139,000
Current Service Charge - Fund 110	30090-003		1,462,100	1,462,100
Building Revenue - Fund 405	Various		1,738,500	1,738,500
Planning Revenue	110-40-400		164,015	164,015
Recreation Services Revenue - Fund 110	61-620/630		1,318,800	1,318,800
Neighborhood Services Revenue	110-20-220		100,000	100,000
Other Revenue - Admin Services - Fund 110	Various		936,642	936,642
Other Revenue - Police Services - Fund 110	200 - 210		1,347,110	1,347,110
Other Revenue - Fire Services	110-30-300		494,600	494,600
Other Revenue - Animal Control	110-20-215		108,250	108,250
Other Revenue - Pub Fac/Parks - Fund 110	110-50/60		102,200	102,200
Other Revenue - Fund 116	Various		130,670	130,670
Other Revenue - Fund 217	Various		14,000	14,000
Rent/Sale of Property - Fund 110	Various		22,400	22,400
TOTAL		$ 26,231,935	$ 15,712,465	$ 41,944,400
PERCENT OF TOTAL		62.54%	37.46%	100.00%
Interest Income (allocated pro-rata)		41,527	24,873	66,400
TOTAL REVENUES (including interest)		**$ 26,273,462**	$ 15,737,338	$ 42,010,800

CITY OF TURLOCK

Appropriations Limit - Fiscal Year 2015-16

APPROPRIATIONS SUBJECT TO LIMITATION	
Total Appropriations - FYE 2015-16 (see total above)	$ 42,010,800
Less: Non-Tax Proceeds (from above)	$ (15,737,338)
TOTAL APPROPRIATIONS SUBJECT TO LIMIT (Tax Proceeds)	**$ 26,273,462**

APPROPRIATIONS LIMIT	FYE 2015-16	FYE 2014-15	FYE 2013-14
Prior Year Appropriation Limit - Base	$ 47,294,423	$ 47,134,167	$ 44,428,473
Cost of Living Adjustment (COLA)*	1.0382	0.9977	1.0512
Population Adjustment **	1.0097	1.0057	1.0092
Change Factor (COLA x Population Adj)	1.0483	1.0034	1.0609
FISCAL YEAR APPROPRIATION LIMIT	**$ 49,578,744**	**$ 47,294,423**	**$ 47,134,167**
(Prior Year Limit x Change Factor)			

Notes:

* Based on percentage change in California per capita income - See letter from Department of Finance

** Based on greater of annual population change for the City of Turlock or Stanislaus County - See letter from CA DOF

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Council Synopsis

June 23, 2015

From: Kellie L. Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie L. Jacobs-Hunter, Administrative Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a Policy pertaining to paid sick leave for temporary, part-time and seasonal employees

2. DISCUSSION OF ISSUE:

AB1522 was adopted by the California Assembly on August 30, 2014 and incorporated into California Labor Code Section 245. AB1522 enacted the Healthy Workplaces, Healthy Families Act of 2014 which becomes effective July 1, 2015 and provides for paid sick leave to temporary, part-time, and seasonal employees who work in California for 30 or more days within a year.

The Healthy Workplaces, Healthy Families Act of 2014 provides for one hour of paid sick leave for every 30 hours worked for employees who work in California for 30 or more days within a year. The employee my use the accrued paid sick hours beginning on the 90th day of employment.

Accrued paid sick leave is capped at 48 hours or six days. The employee is allowed to use up to 24 hours or three days of paid sick leave in each year of employment.

Human Resources has been actively been working to meet the requirements as set forth in the Healthy Workplaces, Healthy Families Act of 2014. One of the steps is to establish a policy regarding the paid sick leave provisions as outlined in the Healthy Workplaces, Healthy Families Act of 2014.

3. BASIS FOR RECOMMENDATION:

It is essential that the City of Turlock adopt a policy for paid sick leave for temporary, part-time, and seasonal employees in accordance with California Labor Code Section 245 et seq. (AB1522) effective July 1, 2015.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The amount of fiscal impact is unknown at this time. Depending on how much paid sick leave is utilized will determine the actual fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval in accordance with the Healthy Workplaces, Healthy Families Act of 2014.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve Policy as presented.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A POLICY PERTAINING TO PAID SICK LEAVE FOR TEMPORARY, PART-TIME AND SEASONAL EMPLOYEES	}	**RESOLUTION NO. 2015-**

WHEREAS, AB1522 enacted the Healthy Workplaces, Healthy Families Act of 2014 and requires employers to adopt a policy regarding paid sick leave for temporary, part-time, and seasonal employees; and

WHEREAS, the California State Assembly passed AB1522 into law on August 30, 2014 which becomes effective July 1, 2015 and provides for paid sick leave for temporary, part-time, and seasonal employees who work in California for 30 or more days within a year; and

WHEREAS, the Healthy Workplaces, Healthy Families Act of 2014 provides for one hour of paid sick leave for every 30 hours worked that can be utilized starting on the 90th day of employment; and

WHEREAS, accrued paid sick leave under the Healthy Workplaces, Healthy Families Act of 2014 can be capped at 48 hours or six days and allows the employee to use up to 24 hours or three days of paid sick leave per year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a policy pertaining to paid sick leave for temporary, part-time and seasonal employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015 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

Paid Sick Leave – Temporary, Part-Time, and Seasonal Employees

06/2015

Prepared by: Human Resources

PAID SICK LEAVE

I. Purpose and Scope

A. Purpose

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, The City of Turlock recognizes that employees will need days off from work from time to time to address their medical needs. This document establishes the policies and procedures the City of Turlock shall adhere to with regards to paid sick leave in accordance with California Labor Code section 245 *et seq.*

B. Applicability

This policy applies to temporary, part-time, and seasonal employees (exempt and non-exempt) who, on or after July 1, 2015, work for the City of Turlock for 30 or more days within 12 months from the beginning of employment and who are not eligible for any form of "comprehensive leave" benefit provided by the City to other employee groups.

C. Exclusions

Employees not covered by this policy are those who are eligible for the more generous "comprehensive leave" benefit provided by the City pursuant to a memorandum of understanding (represented employees), employee benefits resolution (non-represented employees) or employment agreement.

II. Policy

A. Entitlement

An employee who, on or after July 1, 2015, works for 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.

Paid sick leave shall carry over to the following year of employment and is capped at 48 hours or six days. An employee that has a break in service and returns to work for the City within one year from their last day worked will have access to their available sick leave balance for that fiscal year immediately upon re-employment with the City, provided their returning start date is within 12 months of their previous departure date.

Paid sick leave made available under this policy has no cash value, and the City of Turlock does not pay Employees for available sick leave at separation.

B. Usage

- An Employee may use available paid sick days beginning on the 90th day of employment. However, at its sole discretion, the City of Turlock may allow the use of paid sick leave to an Employee in advance of the 90th day of employment.

- The City of Turlock shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

- "Family member" for purposes of this paid sick leave policy means:
    - A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
    - A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
    - A spouse;
    - A registered domestic partner;
    - A grandparent;
    - A grandchild;
    - A sibling.

  The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practical. The City of Turlock will not condition the use of sick leave on the Employee finding someone to cover his/her work.

- Employees must use sick leave in at least one half (.5) hour increments.

- Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four hour shift, they will be compensated with four hours of paid sick time only.

- The City of Turlock will limit the use of paid sick days to 24 hours or three days in each year of employment.

- Employees will accrue paid sick leave at the rate of one hour per every 30 hours worked and the maximum accrual is 48 hours or six days.

- For returning seasonal Employees or for any temporary employees who have a break in service of less than one year, paid sick time will be provided as outlined above. However, returning seasonal Employees (or any Employee that has a break in service and returns to work for the City within one year from their last day worked) do not need to wait until the 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that fiscal year immediately upon re-employment with the City, provided their returning start date is within 12 months of their previous departure date.

LAW OFFICES OF

DEAN PETRULAKIS

1600 G STREET, SUITE 202 MODESTO, CA 95354 PHONE 209-522-6600 FAX 209-522-6604

50

RECEIVED
JUN - 5 2015
CITY ATTORNEY

VIA HAND-DELIVERY

June 5, 2015

City of Turlock
Kellie E. Weaver, City Clerk
156 S. Broadway, Suite 230
Turlock, CA 95380

Re:	*Our* Client	:	Robeyna Davidoff
	Date of Loss	:	November 21, 2014

AMENDMENT OF CLAIM

Dear Ms. Weaver:

Pursuant to our telephone conversation last week, May 28, 2015, you stated the City's agents (referred to as the "RMA") wanted an "X" of the location of my client's fall presumably on the Google map provided in the original claim or something similar to it. I am relying on your statement and conduct that an amendment to our timely claim will not make it untimely.

Pursuant to Government Code § 910.6(a), Ms. Davidoff's claim may be amended before final action is taken by the City of Turlock ("City"). No final action has been taken by the City, therefore, this amendment is a timely one. In addition, this amendment shall be considered a part of the original claim for all purposes. (Gov. C. § 910.6(a).) Based on the foregoing, Robeyna Davidoff hereby amends her claim against the City of Turlock presented to your office on May 18, 2015 as follows: Enclosed is Exhibit 1, a diagram of the location, as requested.

The original claim as presented is enclosed as well. I am concerned that the City's agents intend to use this amendment as a bar to my client's lawsuit. You returned the original claim in its entirety even though this amendment is considered a part of the original claim for all purposes as a matter of law. Yet, you no longer had in your possession the original claim for which any amendment would relate to. In addition, the Notice contains warning language depicted in bold that is inapplicable to this matter.

There is a plethora of California case law establishing that Ms. Davidoff's original claim more than substantially complied with the Tort Claim Act.[1] The photograph attached as Exhibit D to the original claim and again enclosed herein depicts a close-up of the exact location of Ms. Davidoff's fall. The at-issue parking lot is directly across the street from your offices. The entire parking lot's surface is in disrepair. The City had actual notice of its dangerous condition. In conversations by my assistant, Tamara, with personnel of the City regarding the parking lot and this claim, she was informed that the City was well aware of the dangerous condition of this parking lot and was even told that should she ever come to the City's offices, she should avoid parking there. The photograph was enclosed so as the City's agents could glean from it the condition of the parking lot in the exact area of my client's fall. This picture is emblematic of the parking lot's disrepair that permeates its entire surface, much less the exact area of my client's fall. If my client was not astute of enough to take photographs of the area of her exact fall shortly after its occurrence, the likelihood that she could discern weeks, much less months, later that location is questionable to say the least. There are too many cracks, potholes and elevation changes to the parking lot's entire surface to make the location of my client's fall easily discernable. An address of the parking lot would have been sufficient for purposes of the Tort Claims Act. Instead of supplying just an address, we supplied a Google satellite map as well as a photograph depicting the exact location of my client's fall.

My client could have decided to refuse to amend this claim. This refusal could not constitute a defense to any action brought upon the cause of action for which the claim was presented if the court found the claim as presented complied substantially with the Tort Claims Act. (See Gov. C. § 910.6(b).) In other words, my client could have lawfully refused to respond to your Notice. Instead, she is responding because she is acting in good faith and exhausting any and all avenues in an effort to comply with what we will assume to be good faith actions by the City's agents.

The purpose of my client's claim is to allow investigation by the City's agents to determine whether the case should be settled or litigated. The City's agents had more than enough information to make this determination pursuant to my client's original claim as presented. If the City's agents are interested in good-faith settlement discussions based on this claim as presented, please have them contact me directly at (209) 522-6600. If not, I will expect an appropriate response mandated by the Tort Claims Act based on the circumstances of my client's original claim as presented.

---

[1] In one case, the claimant's description of the place of her fall was "Approximately in front of 3350 Scott St." In another case, the description of the place of the accident was "... on a public highway approximately four miles east of Dos Palos in the County of Fresno, State of California." In other cases, the claimant described the place of accident as "3350 Scott St." instead of "3358-3360 Scott St."; indicated accident occurred in front of 1819 35th Avenue instead of 1819 34th Avenue; indicated accident occurred on southeast corner instead of southwest corner of intersection.

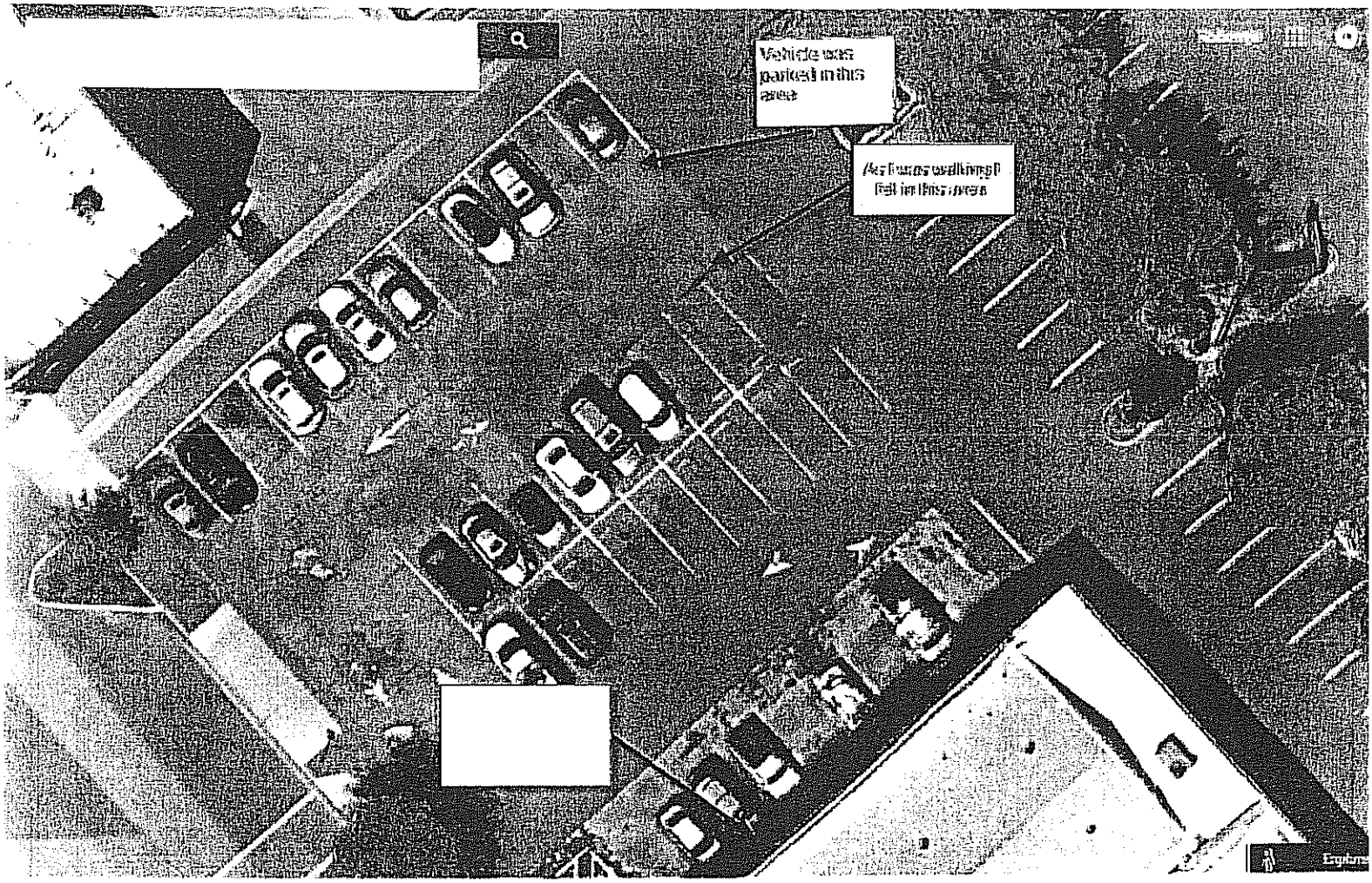
Sincerely,

Dean Petrulakis

DP/tlj
enclosures

Exhibit 1

RECEIVED
JUN - 5 2015
CITY ATTORNEY



MAY 18 2015

CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail.
Electronic copies (fax or e-mail) will not be accepted.

RECEIVED
JUN - 5 2015
CITY ATTORNEY

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Robenya Davidoff

SS#: xxx-xx-8521 **DOB:** 08/13/1987 **Gender:** Male ___ Female ✓

Claimant's address: 910 Wakefield Rd., Turlock, CA 95380

Claimant's Telephone Number(s): (209) 818-4520

Address where notices about claim are to be sent, if different from above: Dean Petrulakis, Esq.; Law Offices of Dean Petrulakis; 1600 G Street, Suite 202; Modesto, CA 95354

Date of incident/accident: November 21, 2014

Date injuries, damages, or losses were discovered: November 21, 2014

Location of incident/accident: See Exhibit A

What did entity or employee do to cause this loss, damage, or injury? See Exhibit B

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Unknown at this time.

What specific injuries, damages, or losses did claimant receive? Broken nose, lacerated lip, cuts, abrasions and contusions to face and both legs, broken front tooth, emotional distress and lost earnsings.

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

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

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☐ **DOES NOT EXCEED $25,000** ☑ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? See Exhibit C

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

Date Signed: May 15, 2015 **Signature:** _____

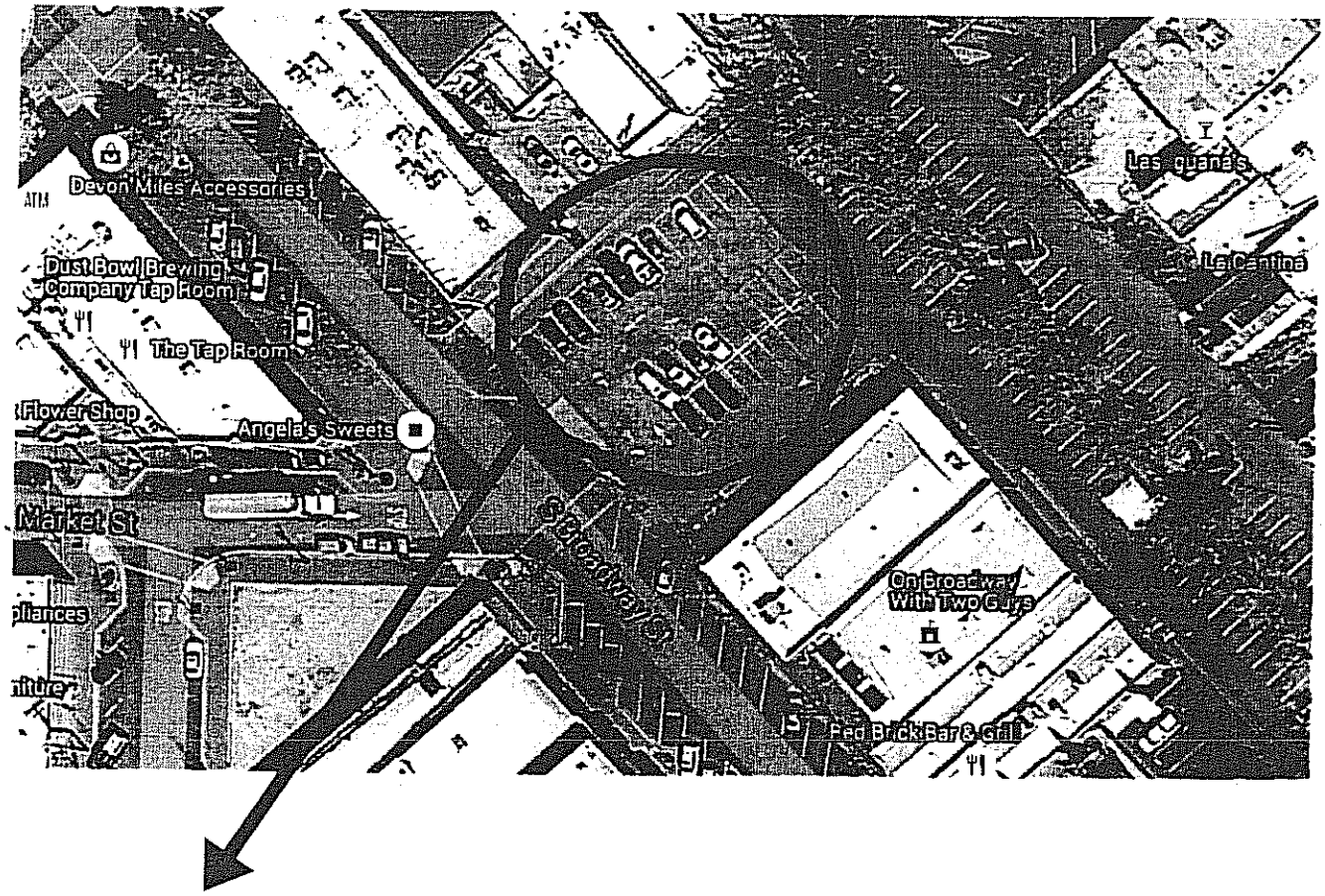
If signed by representative:

Print Representative's Name Dean Petrulakis, Esq. Telephone (209) 522-6600

Address 1600 G Street, Suite 202; Modesto, CA 95354

Relationship to Claimant Attorney for Robeyna Davidoff

Exhibit A



Subject Parking Lot

Exhibit B

Robenya Davidoff alleges that the acts described below were the legal (proximate cause of damages to her. On July 31, 2015 Ms. Davidoff was injured at the parking lot in and around 117 S. Broadway and 153 S. Broadway in Turlock, California, better depicted in the document attached as Exhibit A (hereinafter referred to as "parking lot"). Ms. Davidoff had exited a parked motor-vehicle when she tripped and/or slipped due to the cracked, old, worn, uneven pavement of the parking lot, better depicted in the document attached as Exhibit D.

The City of Turlock negligently owned, maintained, managed and operated the parking lot.

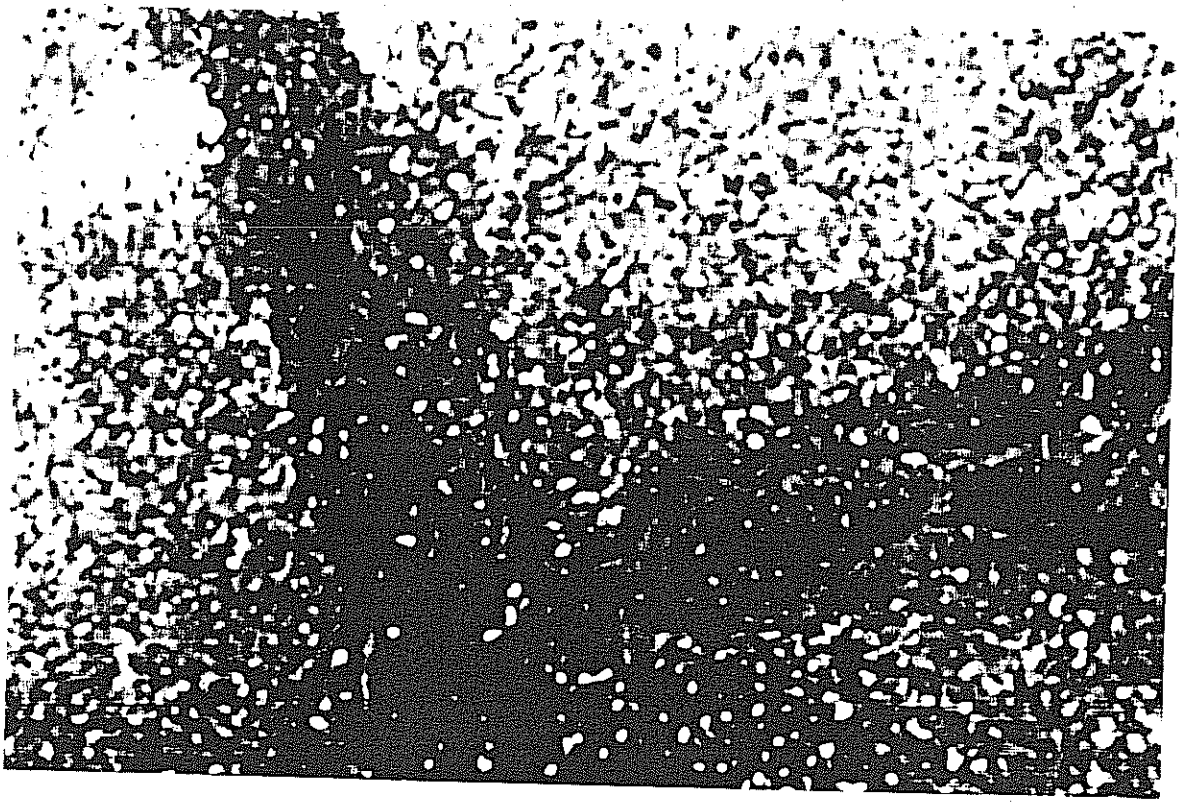
The City of Turlock willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity.

The City of Turlock owned the parking lot on which a dangerous condition existed. The City of Turlock had actual and/or constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it. The condition was created by employees of the City of Turlock.

Exhibit C

On information and belief, Robenya Davidoff has already incurred hospital and medical expenses that exceed $25,000.00, the exact amount of which is unknown at this time. This amount does not include wage loss, loss of earning capacity or general damage. Among other medical care, Ms. Davidoff has already undergone one surgery for her broken nose and lip and is currently scheduled for a second surgery on July 31, 2015.

EXHIBIT D



5P

Council Synopsis

June 23, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for an Obstruction Survey of the Turlock Municipal Airport in support of the Runway 12/30 widening project

Motion: Making the determination that the Obstruction Survey of the Turlock Municipal Airport in support of the Runway 12/30 widening project is exempt from the provisions of CEQA in accordance with Section 15262 Feasibility and Planning Studies

2. DISCUSSION OF ISSUE:

The objective of this project is to conduct an obstruction survey and airspace analysis in support of the widening of Runway 12/30 to meet standards for runway width. This survey will also ensure our compliance with the Airport Geographic Information System (AGIS) requirements associated with safety critical activities such as runway widening projects.

The obstruction survey and airspace analysis data collected will provide a high level of survey accuracy and data required for the continued development of the Turlock Municipal Airport. The FAA also utilizes this information for the development or modification of instrument approach procedures, as well as to update various databases and publications such as the Airport Master Record, Airport Facility Directory and the Terminal Procedures Publication.

3. BASIS FOR RECOMMENDATION:

A. Staff recommends the submittal of this grant application for funds to conduct the obstruction survey, in anticipation of the Runway 12/30 project at the Turlock Municipal Airport.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Federal Aviation Administration requires the Sponsor (City of Turlock) to contribute 10% in matching funds toward the grant project. The total project cost is calculated at $111,436 resulting in a match of $11,144. The City will fund the match through a combination of Airport Enterprise Funds ($6,129) and State grant funds ($5,015).

The Federal grant request is $100,292 and if awarded, funds will be accounted for on a reimbursement basis into Fund 401 "Airport Administration" in Fiscal Year 15/16.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15262 Feasibility and Planning Studies.

7. ALTERNATIVES:

A). Council may not approve the request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AN OBSTRUCTION SURVEY OF THE TURLOCK MUNICIPAL AIRPORT IN SUPPORT OF THE RUNWAY 12/30 WIDENING PROJECT	}	**RESOLUTION NO. 2015-**

WHEREAS, the obstruction survey will ensure our compliance with the Airport Geographic Information System requirements associated with safety critical activities; and

WHEREAS, the obstruction survey and airspace analysis data collected will provide a high level of survey accuracy and data required for the continued development of the airport ; and

WHEREAS, the grant project will cost $111,436 and requires a 10% match in the amount of $11,144 which will be paid for through a combination of Airport Enterprise Funds ($6,129) and State grant funds ($5,015).

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

1. Authorize filing the application to the Federal Aviation Administration for an Obstruction Survey of the Turlock Municipal Airport; and

2. Authorize accepting an allocation of funds for the Federal Aviation Administration Grant for Fiscal Year 2015-16; and

3. If awarded, authorize the City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby appoint the City Manager of the City of Turlock, or his designee, to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on which may be necessary to secure grant funds and to implement approved grant projects.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

FILED

2015 MAY 11 AM 10: 50

STANISLAUS CO. CLERK-RECORDER

Kalpana Surti

FILING REQUESTED BY:
CITY OF TURLOCK

When Filed Mail to:
City of Turlock
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380

May 6, 2015

CITY OF TURLOCK
NOTICE OF EXEMPTION

To: State Clearinghouse
P.O. Box 3044
Sacramento, CA 95812-3044

County Clerk
County of Stanislaus
P. O. Box 1670
Modesto, CA 95354

From: City of Turlock
144 S. Broadway
Turlock, CA 95380
Tel: (209) 668-5594

PROJECT TITLE: Aeronautical Survey – Turlock Municipal Airport

PROJECT APPLICANT: City of Turlock

PROJECT LOCATION- SPECIFIC: 13604 Newport Rd. Ballico, CA Assessor's Parcel No. 042030027000

PROJECT LOCATION – CITY: Ballico, CA PROJECT LOCATION – COUNTY: Merced County

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARES OF PROJECT: The survey will provide more accurate topographic mapping data, on-airport structure heights and elevations, and an airspace obstruction analysis to update the FAA's airport data base. This will also provide data that will be incorporated into the Airport Layout Plan Update. There will be no construction or other surface disturbance associated with this project. FAA considers this a planning related project.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Turlock

PROJECT APPROVAL DATE: May 26, 2015

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Turlock

DETERMINATION OF EXEMPT STATUS:

____ Ministerial [Section 15268]
____ Declared Emergency [15629(a)]
____ Emergency Project [15629(b)(c)]
____ Categorical Exemption.
_X_ Statutory Exemptions: CEQA Guidelines Section 15262 (Feasibility and Planning Studies)

REASON WHY PROJECT IS EXEMPT: The Aeronautical Survey is a planning study for the Turlock Municipal Airport that may be used for possible future actions that the City of Turlock has not approved, adopted, or funded. This survey will not have a legally binding effect on later activities.

LEAD AGENCY
City of Turlock, Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380
Telephone: (209) 668-5594
Contact Person: Allison Van Guilder

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? __ yes __ no

Signature: Allison VanGuilder Date: 5/11/15 Title: Director

_x_ Signed by Lead Agency
__ Signed by Applicant

Date received for filing at OPR: _____

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Turlock

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
94-6000044	07-879-2496

d. Address:

* Street1: 144 S. Broadway
Street 2:
* City: Turlock
County: Stanislaus
* State: California
Province:
Country: *Zip/ Postal Code: 95380

e. Organizational Unit:

Department Name:	Division Name:
Parks, Recreation and Public Facilities	N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. First Name: Allison
Middle Name:
* Last Name: Van Guilder
Suffix:

Title: Director

Organizational Affiliation:
City of Turlock, Parks, Recreation and Public Facilities Department

* Telephone Number: (209) 668-5594 Fax Number: (209) 668-5619

* Email: avanguilder@turlock.ca.us

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Turlock and areas of Stanislaus and Merced Counties served by Airport.

* 15. Descriptive Title of Applicant's Project:

Obstruction Survey

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-018 *b. Program/Project: CA-018

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2015 *b. End Date: 12/31/2015

18. Estimated Funding ($):

*a. Federal	100,292.00
*b. Applicant	6,129.00
*c. State	5,015.00
*d. Local	0
*e. Other	0
*f. Program Income	0.00
*g. TOTAL	111,436.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/06/2015

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name: W.

*Last Name: Wasden

Suffix:

*Title: City Manager

*Telephone Number: (209) 668-5540 | Fax Number: (209) 668-5619

* Email: rwasden@turlock.ca.us

*Signature of Authorized Representative: | *Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐Yes ☒No	Name of Governing Body Priority
Item 2. Does this assistance request require State, local advisory, educational or health clearances? ☐Yes ☒No	Name of Agency or Board (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☒Yes ☐No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐Yes ☒No	Name of Approving Agency Date / /
Item 5. Is the proposed project covered by an approved comprehensive plan? ☐Yes ☒No	Check One: State ☐ Local ☐ Regional ☐ Location of plan
Item 6. Will the assistance requested serve a Federal installation? ☐Yes ☒No	Name of Federal Installation Federal Population benefiting from Project
Item 7. Will the assistance requested be on Federal land or installation? ☐Yes ☒No	Name of Federal Installation Location of Federal Land Percent of Project
Item 8. Will the assistance requested have an impact or effect on the environment? ☐Yes ☒No	See instructions for additional information to be provided.
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐Yes ☒No	Number of: Individuals Families Businesses Farms
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐Yes ☒No	See instructions for additional information to be provided.

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1 A.I.P	20.106	$100,292.00	$11,144.00	$	$	$111,435.00
2.						
3.						
4.						
5. TOTALS		$100,292.00	$11,144.00	$	$	$111,435.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	106,581.00				106,581.00
g. Construction					
h. Other	4,854.00				4,854.00
i. Total Direct Charges	111,435.00				111,435.00
j. Indirect Charges					
k. TOTALS	$111,435.00	$	$	$	$111,435.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	$6,129.00	$5,015.00	$	$ 11,144.00
9.				
10.				
11.				
12. TOTALS	6,129.00	5,015.00		11,144.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$100,292.00	$30,000.00	$30,000.00	$20,000.00	$20,292.00
14. Non-Federal	11,144.00	2,738.00	2,738.00	2,834.00	2,833.00
15. TOTAL	$111,435.00	$32,738.00	$32,738.00	$22,834.00	$23,125.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS *(YEARS)*			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE *(ATTACH PER INSTRUCTION)*

TURLOCK MUNICIPAL AIRPORT
FY 2015 GRANT APPLICATION

Project	Quantity		Total Cost	FAA Share	Caltrans Share	COT Share
1. Obstruction Survey						
A. Obstruction/AGIS Survey	LS		$ 106,581	$ 95,923	$ 4,796	$ 5,862
B. Sponsor Project/Grant Administration	LS		$ 4,854	$ 4,369	$ 218	$ 267
TOTAL			**$ 111,435**	**$ 100,292**	**$ 5,015**	**$ 6,129**

* Rounded

EXHIBIT B
COST SUMMARY
STANTEC CONSULTING SERVICES INC.
TURLOCK MUNICIPAL AIRPORT
OBSTRUCTION SURVEY

TASK/ELEMENT		SR. PROJ. MGR $169 Per Hour	PROJECT MGR $150 Per Hour	SR. TECH $120 Per Hour	TECH $85 Per Hour	SURVEY Proj Surveyor $130/Hr	SURVEY Sr. Crew Chief $95/hr	SURVEY Field Surveyor $70/Hr	CLERICAL/STAFF $65 Per Hour	TASK/ELEMENT TOTAL HOURS	TASK/ELEMENT TOTAL COST
ELEMENT 1 - PROJECT PLAN											
1.1	Project Mgmt & Administration	60	24	0	0	0	0	0	0	84	$13,740
1.2	Scope of Work/QC Plan, Coord	16	8	0	0	0	0	0	0	24	$3,904
1.3	Develop Project Plan	4	8	0	0	0	0	0	0	12	$1,876
SUBTOTAL - ELEMENT 1		80	40	0	0	0	0	0	0	120	$19,520
ELEMENT 2 - AERONAUTICAL SURVEY (FIELD)											
3.1	Airport Interviews	0	0	0	0	0	0	0	0	0	$0
3.2	Establish and Observe TSMs	0	0	0	0	0	0	0	0	0	$0
3.3	TACS & Runway End Point Survey	0	0	0	0	0	0	0	0	0	$0
3.4	Runway Profiles Survey	0	0	0	0	0	0	0	0	0	$0
3.5	TACS & Runways Reductions	0	0	0	0	0	0	0	0	0	$0
3.6	Obstruction Surveys (Field)	0	0	0	0	0	0	0	0	0	$0
3.7	Ground Control Survey Panels - 31 p	0	0	0	0	0	0	0	0	0	$0
3.8	NAVAID Survey	0	0	0	0	0	0	0	0	0	$0
3.9	Ground Control Reductions	0	0	0	0	0	0	0	0	0	$0
SUBTOTAL - ELEMENT 2		0	0	0	0	0	0	0	0	0	$0
ELEMENT 3 - AERONATUICAL SURVEY (AERIAL MAPPING)											
2.1	Flight Planning	0	0	0	0	0	0	0	0	0	$0
2.2	Orthophotography	0	0	0	0	0	0	0	0	0	$0
SUBTOTAL - ELEMENT 3		0	0	0	0	0	0	0	0	0	$0
ELEMENT 4 - AERIAL TRIANGULATION											
4.1	Scanning & Aerial Triangulation	0	0	0	0	0	0	0	0	0	$0
SUBTOTAL - ELEMENT 4		0	0	0	0	0	0	0	0	0	$0
ELEMENT 5 - OBSTRUCTION ANALYSIS											
5.1	AC 18B Obstruction Analysis	2	2	0	0	0	0	0	0	4	$638
SUBTOTAL - ELEMENT 5		2	2	0	0	0	0	0	0	4	$638
ELEMENT 6 - REPORTS/AGIS DELIVERABLES											
6.1	Drawings & Forms	0	0	0	0	0	0	0	0	0	$0
6.2	Imagary Report	0	0	0	0	0	0	0	0	0	$0
6.3	Final Survey Report	2	3	0	0	0	0	0	0	5	$756
SUBTOTAL - ELEMENT 6		2	3	0	0	0	0	0	0	5	$756
PROJECT SUB TOTAL (Rounded)		84	45	0	0	0	0	0	0	129	$20,914
Note:										Aeronautical Survey Sub Consultant	$70,409
										Aerial Mapping Sub Consultant	$11,758
										Expenses	$3,500
										PROJECT TOTAL (Rounde	$106,581

PART IV

PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 2120-0569

PROJECT: Obstruction Survey

AIRPORT: Turlock Municipal Airport (O15)

1. Objective:

The objective of this project is to conduct an obstruction survey and airspace analysis in support of the widening of Runway 12/30 to meet standards for runway width and to comply with the Airport Geographic Information System (AGIS) requirements associated with safety critical activities which include runway widening.

2. Benefits Anticipated:

The aeronautical survey and airspace analysis data collected will provide a high level of survey accuracy and data required for the continued development of the Turlock Municipal Airport. The FAA also utilizes this information for the development or modification of instrument approach procedures, as well as to update various databases and publications such as the Airport Master Record, Airport Facility Directory and the Terminal Procedures Publication. This information will also be used in the development of the Obstruction Data Tables for the Airport Airspace Drawings listed in the ALP SOP check list, which is being completed under FAA grant AIP – 009.

3. Approach: *(See approved Scope of Work in final Application)*

The FAA requires the use of the survey specifications and standards published as Advisory Circulars (AC) for all survey and relevant airport safety critical data. The specifications define the geodetic control, aerial imagery, survey, and data delivery requirements to the FAA and are contained in AC 150/5300-16A; 150/5300/17C and 150/5300/18B. (See the attached Scope of Services).

4. Geographic Location:

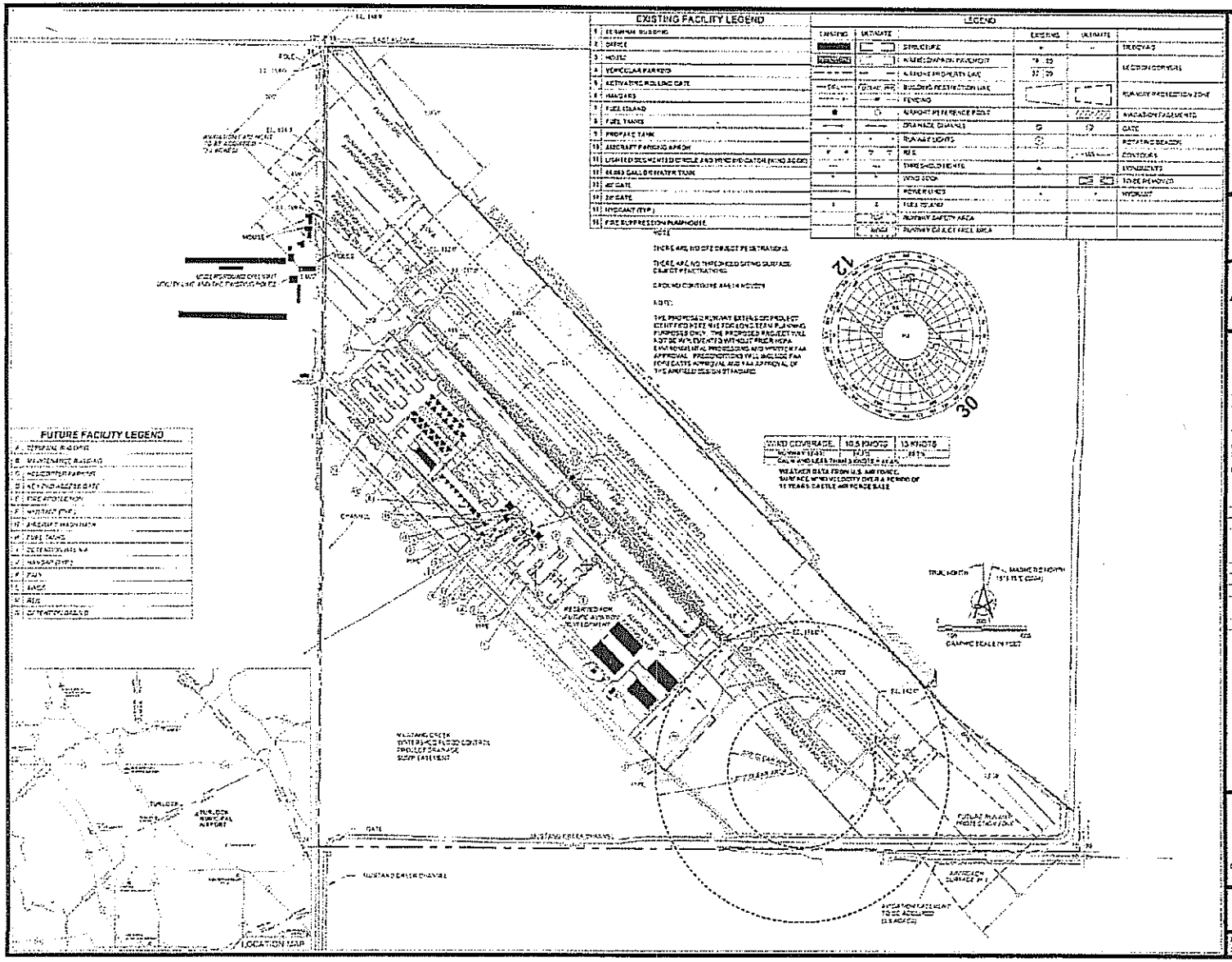
Turlock Municipal Airport is located in Merced County in the State of California.

5. If Applicable, Provide Additional Information:

N/A

6: Sponsor's Representative: *(incl. address & tel. no.)*

Mrs. Allison Van Guilder, Director
City of Turlock Parks, Recreation and Public Facilities Department
144 South Broadway
Turlock, CA 95380
Phone: (209) 668-5594 Fax: 209-668-5619



CITY OF Turlock INC. 1908

TURLOCK MUNICIPAL AIRPORT

AIRPORT LAYOUT PLAN

NOTE

THE DRAWINGS FOR EXAMINATION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION OR NAVIGATION PURPOSES

THE PREPARATION OF THIS DOCUMENT WAS FINANCED IN PART THROUGH AN AIRPORT IMPROVEMENT PROGRAM GRANT FROM THE FEDERAL AVIATION ADMINISTRATION UNDER THE PROVISIONS OF SECTION 505 OF THE AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, AS AMENDED. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS DOCUMENT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

NO.	REVISIONS	DATE
1	ALP APPROVED	02/22/13

FAA APPROVAL

APPROVED CONDITIONALLY

ARIES CONSULTANTS LTD.

TURLOCK MUNICIPAL AIRPORT
MERCED COUNTY, CALIFORNIA

SHEET 1 OF 5

EXHIBIT A

SCOPE OF WORK
FOR

OBSTRUCTION SURVEY
TURLOCK MUNICIPAL AIRPORT (O15)

May 7, 2015

Definitions

Owner: City of Turlock hereinafter called the "OWNER."

Engineer: Stantec Consulting Services Inc. hereinafter called the "ENGINEER".

Project Description

The project consists of conducting an Obstruction Survey and Airspace Analysis in support of the widening of Runway 12/30 from 50' to 60' at the Turlock Municipal Airport to meet standards, and to comply with the Airport Geographic Information System (AGIS) requirements associated with safety critical activities which include widening of this runway.

Data gathered during this project will be used in conjunction with the ALP Update/Narrative Report currently under FAA grant AIP-009, which requires certain survey data to complete data tables contained in the report and shown on the ALP.

Scope of Services

ENGINEER is to perform general consulting and engineering services as identified in the Agreement and Service Request No. ___-___. This scope of work is to provide the OWNER with the services associated with the Project which include but may not be limited to the following project elements.

Element 1. – Preparation of Project Plans

This element includes providing project management, coordination and attendance at meetings; preparation of Scope of Work; Development of a Project Plan

Element 2. – Obstruction Survey (Field)

This element includes the ground (field) survey work such as establishing survey control, runway profile and end point survey, obstruction survey, and panel layout in preparation for the aerial mapping and photogrammetry work.

Element 3. - Obstruction Survey (Aerial Mapping)

This element provides covers the flight planning and aerial mapping/photography work.

Element 4. – Aerial Triangulation

Element 4 provides for the conversion of the aerial mapping data into digital format.

Element 5. – Obstruction Analysis

This element consists of reviewing the field survey and aerial mapping data and identifying what structures or vegetation are existing or potential obstructions.

Element 6.- Reports/AGIS Deliverables

Element 6 includes the reports and data that have been developed and per the advisory circulars and are to be delivered as part of the project completion.

The following criteria provide the framework for the work to be performed.

Survey Specifications and Standards

The FAA requires the use of the survey specifications and standards published as Advisory Circulars for all survey and relevant airport safety critical data. The specifications define the geodetic control, aerial imagery, survey, and data delivery requirements to the FAA for successful procedure development. The following Advisory Circulars will be used throughout the survey process:

- Advisory Circular (AC) 150/5300-16A "General Guidance and Specifications for Obstruction Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey." Herein referred to as AC-16A.
- Advisory Circular (AC) 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys." Herein referred to as AC-17C.
- Advisory Circular (AC) 150/5300-18B "General Guidance and Specifications for Obstruction Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards." Herein referred to as AC-18B.
- Supplemental instructions specific to on-airport topographic requirements and identifying any additional survey requirements of the airport Sponsor/proponent such as other planning or airport design requirements.

Project Specifications and Deliverables

Table 1 defines the survey specifications required for this survey. The type of obstruction identification surfaces are outlined for each runway approach. Data collected to the tolerances specified in the above Advisory Circulars are, but not limited to:

Table 1: Survey Specification Breakdown

Survey Locations	Survey Specifications Required	Comment
Runway 12/30	Vertically Guided Approach Surface (VGAS)	Approach surface extending 20,000 feet from end of the VGRPS.

Additional Surfaces	Vertically Guided Runway Primary Surface (VGRPS)	1,000 foot wide rectangular surface longitudinally centered on the runway.
	Vertically Guided Primary Connection Surface (VGPCS)	Connection between the VGRPS and the VGATS.
	Vertically Guided Protection Surface (VGPS)	A trapezoidal surface sloping at 62.5:1 beginning at the threshold extending outward 6,000 feet.
	Vertically Guided Approach Transitional Surface (VGATS)	Surface aligned with VGPCS and sloping upward toward the VGHS.
	Vertically Guided Horizontal Surface (VG HS)	Horizontal plane established 150 feet above the airport elevation for a distance of 10,000 feet.
	Vertically Guided Conical Surface (VGCS)	Sloping surface extending upward and outward from the VGHS for a distance of 7,000 feet.

Table 2 provides a breakdown of the deliverable requirements defined in the Advisory Circulars and the scope of this project. The National Geodetic Survey (NGS) will receive copies of deliverables for validation of the survey. Due to the staggered deliveries required they have been placed in order and the triggers for each are identified.

Table 2: Required Deliverables

Deliverable	Initiation Information	Comments
Statement of Work	Describes what work is to be performed for the AGIS.	Delivered to the FAA GI S system via the web portal.
Survey Work and Quality Control Plan	Official Notice to Proceed, or Execution of contract.	Defines survey and project operation details and quality control practices. Delivered to the FAA GIS system via the web portal.
Imagery Acquisition Plan	Official Notice to Proceed, or Execution of contract.	Defines technical aspects for acquisition of the stereo aerial photography. Delivered to the FAA GIS system via the web portal.
Aerial Photograph Report	Completion of Aerial Triangulation.	Required for the NGS to use during the validation of the survey data submitted to the FAA via external hard drive.
Airport Survey Digital Data File	Completion of Airside Survey and Imagery Analysis.	AutoCAD data file delivered to 015 for review.
Final Surveyors Report	015 approval of digital data file contents.	The report is a compilation of project summary and digital data collected during the survey project. Delivered to FAA GIS system via the web portal.
Digital Data Delivery	015 approval of digital data file contents.	The survey data collected during the survey project will be formatted to allow the data to be digested directly into the FAA's Airport GIS system via the web portal. Submitted simultaneous to Final Surveyor Report.

Survey Requirements

Datum Reference

The surveys will based on the North American Datum of 1983, 2011 adjustment at epoch 2010.0 (NAD83(2011)). Elevations are referenced to the North American Vertical Datum of 1988 (NAVD88). Geoid heights will come from the NGS GEOID12A model.

Grid coordinates will be reported in CA-3 zone (0403) in units of U.S. Survey Foot.

Preparations and Communications

Prior to and throughout the survey project, the Consultant team will coordinate with appropriate city and airport officials to establish safety, communication, airside restrictions and future airfield construction activity considerations. Consultant team will conduct interviews with key airport staff at the start of the field activities to solidify items to be considered throughout the survey project. Interviews with the airport manager, engineering staff, and maintenance personnel will be conducted.

Safety Considerations

The Consultant team anticipates that additional site safety and coordination training may take place prior to the start of field activities. Consultant team will use clearly identified company vehicles with integrated safety lighting to move safely about the airfield.

All survey vehicles located on the airfield will be outfitted with two-way, air-band radios because communication with the air traffic is critical to guarantee safety.

Summary of Survey Activities

Geodetic Control: The necessary geodetic control stations will be defined on the airport to be used for the duration of the project. The control used will be directly tied to the National Spatial Reference System (NSRS) by use of the Continually Operating Reference System (CORS) and local vertical benchmarks.

Aerial Photography: Aerial imagery is required by both the NGS specifications and for Quality Control (QC) purposes and efficient obstruction analysis. The Consultant photogrammetry team will develop a flight plan, coordinate the acquisition of the photography, process and analyze the imagery.

Obstruction Survey: Obstruction and airside surveys will be completed that encompass surfaces and procedures defined by the FAA in AC-18B. The survey will be completed utilizing multiple types of survey techniques for performing runway, NAVAID, control and obstruction observations. Once complete, the deliverable items listed above will be produced and delivered to the client.

Geodetic Control Survey

As part of the initial research for Primary and/or Secondary Airport Control Stations (PACS/SACS), the National Spatial Reference System (NSRS) database will be reviewed for evidence of existing geodetic control on the airfield.

If there is no evidence that PACS and SACS exist, a minimum of 2 Temporary Survey Marks (TSM) will be created in accordance with AC 16A, to provide a temporary tie to the NSRS.

Aerial Photography Control and Acquisition

Photogrammetric Control Surveys

All ground control shall be determined for optimum location, quality, and accuracy for controlling the aero-tri angulation solution. Horizontal and vertical positions of each photo control point will be determined using Static and/or RTK GPS techniques.

The control positions will be determined with direct ties to the TSM's. After reviewing and identifying the required approach and obstruction surfaces, a fight layout based on the specifications outlined in the source materials will be prepared by photogrammetrists.

Aerial Photography Acquisition and Geo-Referencing

Aerial photography will be completed once the ground control stat ions are set, or the decision is made to utilize photo identifiable (PID) locations, and the tree canopies are in full bloom, providing full 'leaf-on' conditions. The photography flight crew will collect the imagery as defined in the flight layout, encompassing the critical areas of the obstruction identification surfaces.

A large format digital sensor will be used to ensure quality high resolution imagery, producing high contrast levels. Collected imagery that meets the specifications outlined in AC-I7C, will be at a 6 inch GSD and will be edited and tested to ensure it meets the specifications in AC-17C before being geo-referenced. Extents of the 6" G SD extents are defined by the AC-18B airport airspace analysis surfaces (see Exhibit A1).

After the acquisition and post processing of the aerial photography, the images will be checked for completeness, cleanliness, and image quality and will conform to Intel TIFF (continuous tone raster graphics/non-com pressed) file format. The resulting ground resolution of the images will be 6" in size. The digital images will be geo-referenced (aerial-tri angulated) in digital format to fix the imagery to real-world coordinates by utilizing the previously established ground control features or targets. Once the imagery is geo-referenced, the stereo models produced will be utilized for obstruction analysis. In the event the imagery does not meet the standards required by AC-I7C, a plan will be proposed for collection of new imagery that does meet the standards.

Runway Surveys

Profile Surveys

An RTK GPS survey will be performed, measuring the runway center profile, and reduced to provided points every 50 feet along the centerline of the runway. The RTK base station will be set-up on the TSM's for conducting the profile survey. As a measure of quality control, the field team will make periodic RTK observation-checks into either of the other two airport control stations. The profile survey will be conducted by performing two independent RTK GPS surveys, and then combined to produce the final alignment. The profile survey and deliverables will be conducted in accordance with AC-18B.

Critical Point Surveys

If an existing runway endpoint monument does not already exist at each runway end, displaced threshold, and stop-way point, a survey nail and stamped washer, will be set to aid in future identification. A field recovery sketch and five digital photographs as required by AC-18B will be developed for each runway including displaced threshold, and stop-way.

The runway length will be determined from the positions of the runway end points using NGS' INVERSE3D software. Runway length will be computed while at the airport and will also be compared to the length published in the airport facility directory. If the computed length, rounded to the nearest foot, differs from the published length by more than a foot, additional research will be conducted to determine the reason for the difference.

Obstruction Survey and Analysis

A combination of photogrammetric and ground survey measurements will be utilized to concisely compile the obstruction information. The surfaces that will be analyzed and reported are found in Table 1.

Photogrammetic Surveys

Software developed specifically for obstruction surface analysis and measurement, will utilized to measure and record obstructions, and to provide quality control of any obstruction analysis completed through ground survey. The triangulated stereo models generated from the imagery will be inspected for features (points, lines and polygons) that penetrate the specified surfaces.

Ground Surveys

A variety of survey techniques will be utilized for acquisition of features that are suspected of penetrating the obstruction identification surfaces. Field measurements will be tied directly to the TSM's. The field surveyors will be armed with a digital terrain model of the obstruction surfaces loaded in the data collection system which will allow for real-time analysis of features.

Obstruction Data Analysis

Obstruction data collected from the ground and photogrammetric surveys will be analyzed simultaneously in a 3D AutoCAD environment. Surfaces, points, lines and polygons collected will be inserted into AutoCAD and inspected to calculate and attribute the penetrations of the OIS. The obstructions will be inserted in the final deliverable to the FAA. Obstructions will be analyzed and delivered based on the as-built runway positions.

Navigation Aids (NAVAIDS) Inventory

All electronic and visual NAVAIDs associated with the airport will be identified and surveyed as required by AC-18B. The horizontal and/or vertical positions of each NAVAID will be determined using conventional total station surveys, RTK-GPS, Static GPS, or a combination thereof.

Progress Reporting and Final Project Completion Report

Progress Reporting

A report will be completed monthly which will address progress updates and any significant issues including any deviations from the planned schedule.

Survey Reports

Data files and reports will be prepared and delivered as specified in AC-16A, 17C, and 18B. The AC's require that a geodetic control report be sent to the NGS if new control is to be published, an aerial imagery report is to be sent to the NGS for use in validation, and a final project completion report. The project completion report includes a complete synopsis of each of the survey tasks listed above including, the surveyor summary, runway/stopway specific surveys, NAVAIDs survey, obstruction survey, and control information. This report also serves to convey all necessary survey information for the successful completion of approach/departure procedure development.

Digital Survey Data File Delivery

A deliverable digital file will be developed in the appropriate format to be uploaded to the FAA Airports AGIS web portal, and will also be provided to the airport. AC-18B outlines the requirements the digital deliverable must follow. The data file will contain the critical items identified in Table 2-1 in AC-18B.

Development of Ortho Photography

Ortho Photography Requirements

AC-17C requires the delivery of orthophotography for the area that stereo aerial photography is collected for completion of the airport airspace analysis.

Image Rectification: The DTM will be used in conjunction with a digital photogrammetric workstation. ImageStation Ortho Pro (ISOP) software enables the technician to use an input image and a terrain modeler grid file to create a digital orthophoto.

Interactive Image Mosaicing: All images will be merged to help eliminate mismatches between tiles in brightness and tonal quality and to ensure that radically displaced features, such as buildings, are not distorted when ortho tiles are edge-matched. Tiles will then be clipped from the mosaicked image.

Final Image Quality Cheek: Each digital orthophoto image will be checked to ensure proper and consistent tone, density, contrast, and brightness. Also, each image will be checked on the screen at the appropriate output scale for image defects such as scratches or other blemishes.

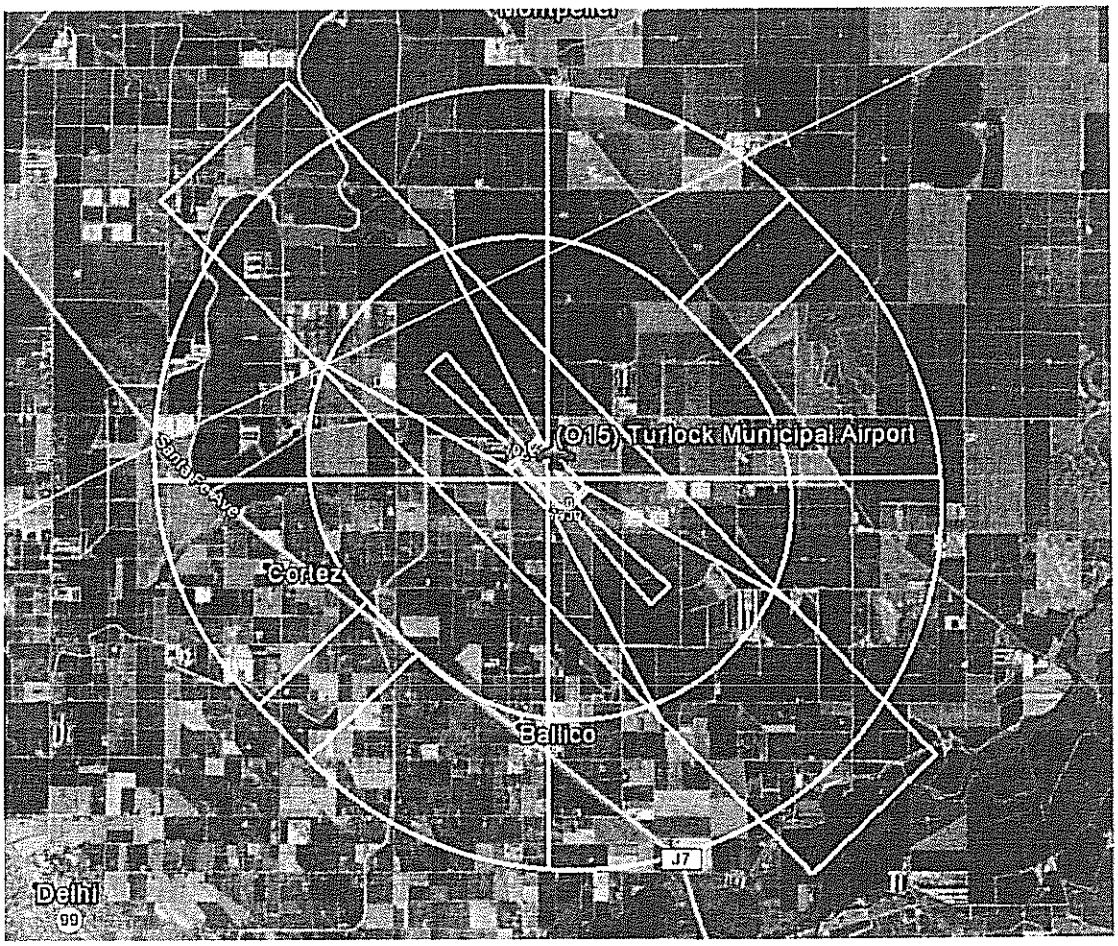
Sheet Layout: The orthophoto tiling format will follow a modular layout, covering by orthophotography the defined mapping limits. The tiles will be clipped to eliminate overlap between adjacent tiles.

Data Delivery: The final digital orthophoto image tiles will be furnished in 24-bit, color, in TIFF. The data will include appropriate information for geo-referencing. Sample digital image files will be provided for review and approval before delivery.

MrSID Data Sets

The MrSID Image will be Compression 1:20 and will be made and delivered after approval of final delivery of the Orthophotography.

TURLOCK MUNICIPAL AIRPORT, CA (O15)
Exhibit A1– Limits of AC-18B RVG Survey



APPENDIX A – AC-18B, TABLE 2-1 TASKS

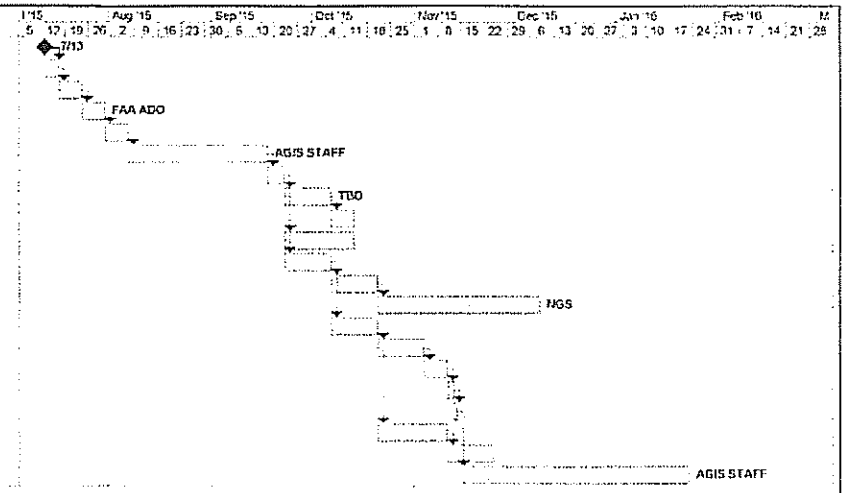
Intended End Use of the Data ➢ Required Tasks ∀	AC Reference	Instrument Procedure Development
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•
Establish or validate Airport Geodetic Control	150/5300-16	•
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•
Survey runway end(s)/threshold(s)	150/5300-18	•
Monument runway end(s)/threshold(s)	150/5300-18	•
Document runway end(s)/threshold location(s)	150/5300-18	•
Identify and survey any displaced threshold(s)	150/5300-18	N/A
Monument displaced threshold(s)	150/5300-18	N/A
Document displaced threshold(s) location	150/5300-18	N/A
Determine or validate runway length	150/5300-18	•
Determine or validate runway width	150/5300-18	•
Determine runway profile using 50 foot stations	150/5300-18	•
Determine runway profile using 10 foot stations	150/5300-18	N/A
Determine the touchdown zone elevation (TDZE)	150/5300-18	•
Determine and document the horizontal extents of any Stopways	150/5300-18	N/A
Determine any Stopway profiles	150/5300-18	N/A
Survey clearway to determine objects penetrating the slope	150/5300-18	N/A
Determine runway true azimuth	150/5300-18	•
Determine or validate and document the position of navigational aids	150/5300-18	•
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18	•
Perform or validate and document an airport airspace analysis	150/5300-18	•
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	N/A
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	N/A
Perform or validate a topographic survey	150/5300-18	N/A
Document features requiring digital photographs	150/5300-18	•
Document features requiring sketches	150/5300-18	•
Collect imagery	150/5300-17	•
Provide a final Project Report	150/5300-16/18	•

• = Required Task

APPENDIX B – ADDITIONAL REFERENCES UTILIZED

- ***AC 150/5300-16A*** "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."
- ***AC 150/5300-17C*** "Standards for Using Remote Sensing Technologies in Airport Surveys."
- ***AC 150-5300-18B*** "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards."
- National Geodetic Survey. *Runway End, Stopway End, and Displaced Threshold Identification for Surveyors.* 1st ed. Washington: January 1998.
- Federal Aviation Administration. *Advisory Circular:* Standards for Airport Markings (Change 1 to Advisory Circular 150/5340-1H). AC # 150/5340-1H. Washington: December 2000.
- Federal Aviation Administration. *Advisory Circular:* Ground Vehicle Operations on Airports. AC # 150/5210-20. Washington: June 2002
- Federal Aviation Administration. *Advisory Circular:* Standards for Airport Sign Systems. AC # 150/5340-18C. Washington: July 1991.
- *Directory of Common Aviation Acronyms.* Carter & Burgess, 2003.
- Woolpert LLP. *Navigational Aids:* Images of ILS Facilities and Other Surveyed Features by NGS. June 2003.
- National Geodetic Survey. *Requirements for Digital Photographs of Survey Control.* Version 10. Washington: January 2002. Herein referred to as Digital Photo Requirements.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Notice to Proceed	0 days	Mon 7/13/15	Mon 7/13/15		Stantec
2	Set up AGIS Project	4 days	Mon 7/13/15	Thu 7/16/15	1	
3	Submit SOW to AGIS	5 days	Fri 7/17/15	Thu 7/23/15	2	
4	ADO concur SOW	5 days	Fri 7/24/15	Thu 7/30/15	3	FAA ADO
5	Submit Plans	5 days	Fri 7/31/15	Thu 8/6/15	4	
6	AGIS approve plans	30 days	Fri 8/7/15	Thu 9/17/15	5	AGIS STAFF
7	Set aerial control	3 days	Fri 9/18/15	Tue 9/22/15	6	
8	Aerial Imagery mission	10 days	Wed 9/23/15	Tue 10/6/15	7	TBD
9	Scan/Edit Imagery	5 days	Wed 10/7/15	Tue 10/13/15	8	
10	Process field data - post to Wasp	15 days	Wed 9/23/15	Tue 10/13/15	7	
11	AT 800 & 2000	10 days	Wed 9/23/15	Tue 10/6/15	7	
12	Imagery Report to AGIS/NGS	10 days	Wed 10/7/15	Tue 10/20/15	11	
13	NGS approval Imagery Report	35 days	Wed 10/21/15	Tue 12/8/15	12	NGS
14	Airspace Analysis	10 days	Wed 10/7/15	Tue 10/20/15	11	
15	Develop Final Survey data file	10 days	Wed 10/21/15	Tue 11/3/15	14	
16	Final QA/QC	5 days	Wed 11/4/15	Tue 11/10/15	15	
17	Survey data file submitted to AGIS	2 days	Wed 11/11/15	Thu 11/12/15	16	
18	Final Report Submitted to AGIS	1 day	Fri 11/13/15	Fri 11/13/15	17	
19	Surface generation	15 days	Wed 10/21/15	Tue 11/10/15	14	
20	Ortho Photos	10 days	Wed 11/11/15	Tue 11/24/15	19	
21	AGIS marks project complete	50 days	Mon 11/16/15	Fri 1/22/16	18	AGIS STAFF



Project: O15 Turlock CA
Date: Wed 4/22/15

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

FAA
Airports

ASSURANCES

Planning Agency Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.[2]
d. Rehabilitation Act of 1973 - 29 U.S.C. 794
e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures
e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
h. 49 CFR Part 20 - New restrictions on lobbying.
i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. **Preserving Rights and Powers.**

   It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. **Planning Projects.**

   In carrying out planning projects:

   a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

   b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

   c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

   d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

   e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

   f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as

well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. **Reports and Inspections.**

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program

will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

STANDARD DOT TITLE VI ASSURANCES

City of Turlock, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

   (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

   (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

   (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

   (b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Turlock

(Sponsor)

_____

(Roy W. Wasden, City Manager)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

STATEMENTS

1. **Consultation with Users.** In making a decision to undertake this project, we have undertaken reasonable consultations with affected parties using the airport at which the project is proposed.

2. **Opposition.** As pertaining to Section 509(b)(1)(A), (4), (5), (6) and (7) of the Act, there has been no opposition, either expressly or by proposed revision of the project, by any Federal, state or local government agency or by any person other than one of those agencies.

3. **National Flood Insurance Program.** For projects which include eligible buildings or equipment and the area in which the building will be constructed or the equipment housed is identified by HUD as having a special flood hazard, we are participating in the National Flood Insurance Program.

4. **Intergovernmental review of Federal Program.** This application was submitted to the State Clearing House for review on May 6, 2015.

5. **Pavement Maintenance Management Program.** As per Grant Assurance #11, we are currently complying with the requirements set forth in Public Law 103-305, Section 107, regarding the implementation of an effective pavement maintenance management program. Details of our program and relevant documentation is available upon request. PMMP last updated on N/A .

An updated N/A dated N/A is submitted for land projects or if airport property interests have changed since the last federally-funded project.

OR

N/A to Exhibit "A" Airport Property Map. Project is construction or equipment only. There have been N/A since Exhibit "A" Airport Property Map dated N/A .

Roy W. Wasden

Date

City Manager
TITLE

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date _____

Roy W. Wasden

Title City Manager

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

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Signed _____ Date _____

Roy W. Wasden

Title City Manager

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (~~will be~~) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (~~will be~~) established to inform employees about: a. The dangers of drug abuse in the workplace; b. The sponsor's policy of maintaining a drug-free workplace; c. Any available drug counseling, rehabilitation, and employee assistance programs; and d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work has been (~~will be~~) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been (~~will be~~) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☐	☐	☒
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows: a. Work in progress, b. Quality and quantity of materials delivered, c. Test locations and results, d. Instructions provided the contractor, e. Weather conditions, f. Equipment use, g. Labor requirements, h. Safety problems, and i. Changes required.	☐	☐	☒
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☐	☐	☒
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☐	☐	☒
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☐	☐	☒
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☐	☐	☒

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☐	☐	☒
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☐	☐	☒
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☐	☐	☒
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☐	☐	☒
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	☐	☐	☒
12. Applicable close out financial reports have been (will be) submitted to the FAA.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey
(Work Description)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel ~~are~~ (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☐	☐	☒
4. The bid solicitation clearly and accurately describes (will describe): a. The current Federal wage rate determination for all construction projects, and b. All other requirements of the equipment and/or services to be provided.	☐	☐	☒
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances: a. Only one qualified person/firm submits a responsive bid, b. The contract is to be awarded to other than the lowest responsible bidder, c. Life cycle costing is a factor in selecting the lowest responsive bidder, or d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.	☐	☐	☒

	Yes	No	N/A
6. All contracts exceeding $100,000 require (will require) the following provisions: a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent; b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.	☐	☐	☒
7. All construction contracts contain (will contain) provisions for: a. Compliance with the Copeland "Anti-Kick Back" Act, and b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☐	☐	☒
8. All construction contracts exceeding $2,000 contain (will contain) the following provisions: a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.	☐	☐	☒
9. All construction contracts exceeding $10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☐	☐	☒
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☐	☐	☒
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

PROJECT PLANS AND SPECIFICATIONS

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☐	☐	☒
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☐	☐	☒
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	☐	☐	☒
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	☐	☐	☒
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	☐	☐	☒
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☐	☐	☒

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☐	☐	☒
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey

(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (~~will have~~) good and sufficient title as well as title evidence on property in the project.	☒	☐	☐
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☒
3. If property for airport development is (will be) leased, the following conditions have been met: a. The term is for 20 years or the useful life of the project, b. The lessor is a public agency, and c. The lease contains no provisions that prevent full compliance with the grant agreement.	☐	☐	☒
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☐	☐	☒
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☒
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: a. The right of flight, b. The right of ingress and egress to remove obstructions, and c. The right to restrict the establishment of future obstructions.	☐	☐	☒

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following: a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.	☐	☐	☒
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures: a. No coercive action to induce agreement, and b. Supporting documents for settlements included in the project files.	☐	☐	☒
11. If a negotiated settlement is not reached, the following procedures were (will be) used: a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and b. Supporting documents for awards included in the project files.	☐	☐	☒
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☒
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

City of Turlock	Turlock Municipal Airport	03-06-0265-010-2015
(Sponsor)	*(Airport)*	*(Project Number)*

Obstruction Survey
(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were ~~(will be)~~ made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were ~~(will be)~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations ~~has been~~ (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts ~~clearly establish~~ (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding ~~are~~ (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been ~~(will be)~~ included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not ~~(will not be)~~ used.	☒	☐	☐
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~(will be)~~ specifically described in the advertisement, and future work will not be initiated beyond five years.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 6, ARTICLE 1 REGARDING RESIDENTIAL PERMIT PARKING ZONES	}	**ORDINANCE NO. -CS**

WHEREAS, within some neighborhoods there exists a high demand for on-street parking, often resulting in limited or no on-street parking available for residents of that neighborhood or their guests; and

WHEREAS, the establishment of a Residential Permit Parking Zone (RPPZ) restricts on-street parking during specified days and hours to only those persons issued a permit for that RPPZ, thereby reducing the impact of non-resident or commuter parking; and

WHEREAS, the City recognizes the value of an RPPZ for certain neighborhoods, when installation is supported by applicable engineering studies; and

WHEREAS, the City seeks to update this ordinance, originally adopted in August 1992, by clarifying ordinance language so that it supports the legislative intent and aids the enforcement of the provisions of this article.

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

SECTION 1. AMENDMENT: Title 4, Chapter 6, Article 1 is hereby amended to read as follows:

4-6-101 Purpose

This article is enacted in response to the potential of serious adverse effects that could be caused to certain residential areas and neighborhoods of the City of Turlock from the excessive parking of vehicles on the streets of such areas by non-residents thereof, particularly in neighborhoods adjacent to destinations with high amounts of traffic or parking limitations. In order to protect and promote the integrity of such residential areas, it is necessary to establish a method of enacting parking regulations restricting prolonged parking by non-residents therein while providing the opportunity for residents to park near their residences.

4-6-102 Legislative Intent.

It is hereby declared to be the legislative intent of the City Council that residential permit parking fees shall be set, established and amended to recover the administrative costs and enforcement costs, based upon actual direct costs, associated with each residential permit parking zone, and therefore may vary from residential permit parking zone to residential permit parking zone based upon the characteristics of each individual residential permit parking zone. This article shall apply to single family dwellings and multi-family dwellings with assigned parking.

4-6-103 Definitions.

As used in this article, the following words and phrases shall have the meanings respectively ascribed thereto:

"**Applicant**" shall mean and include a person or persons submitting an application to the City of Turlock for the establishment of a Residential Permit Parking Zone within a residential area.

"**Application fee**" shall mean and include that non-refundable sum of money established by resolution of the City Council and submitted by the applicant pursuant to Turlock Municipal Code Section 4-6-106(a), to apply for and establish a Residential Permit Parking Zone and to initiate a study conducted by the City of Turlock to determine if the creation of such a zone is warranted.

"**Bona fide visitor**" shall mean and include a person who is actually received at the residence of a resident permit holder for a social or commercial call and for which such receipt is not feigned or out of fraud to usurp the provisions of this article.

"**City**" shall mean the city of Turlock, California.

"**City Engineer**" shall mean the city engineer for the city of Turlock, California, or his or her designee, unless otherwise specified or defined.

"**City Council**" shall mean the city council of the city of Turlock, California.

"**Parking limitation**" shall mean and include that period of time established pursuant to this article requiring the issuance of a permit.

"**Permit**" shall mean and include a parking permit for a specific Residential Permit Parking Zone established by the City Council.

"**Permit fee**" shall mean and include that sum of money established by resolution of the City Council for the purchase of a Residential Permit Parking Zone Parking Permit.

"**Police Chief**" shall mean the chief of police for the city of Turlock, California, or his or her designee, unless otherwise specified or defined.

"**Residence**" shall mean and include a building designed, occupied, or intended for living purposes and shall include, but not be limited to, single-family dwellings and multi-family dwellings.

"**RPPZ**" shall mean Residential Permit Parking Zone and shall include a contiguous portion of parcels in an area zoned as residential, with start and end points at the intersection of public streets or at the end of a public street, with limits initially specified by the applicant and subject to modification by the City. This shall include the section of street adjacent to the front or side of any parcel in the portion of parcels specified.

4-6-104 Designation by City Council.

The City Council may, by resolution, designate a RPPZ in those residential areas meeting and satisfying the criteria and procedures established pursuant to Sections 4-6-105 and 4-6-106 of this article, respectively, and in which vehicles displaying a valid parking permit may stand or be parked without time limitation pursuant to this article.

4-6-105 Designation Criteria.

(a) A residential area shall be deemed eligible for consideration as a RPPZ if, based on studies prepared at the direction of the City Manager, or his or her designee, objective criteria establishes that the residential area is significantly impacted by vehicles owned or operated by non-residents of that residential area.

(b) In determining whether a residential area identified as eligible for residential permit parking may be designated as a RPPZ, the City Manager, or his or her designee, shall take into account factors which include, but are not limited to, the following:

(1) The extent of the desire and need of the residents for residential permit parking and their willingness, confirmed in writing, to bear the administrative costs in connection therewith;

(2) The extent to which legal on-street parking spaces are occupied by motor vehicles during the time period proposed for parking restriction;

(3) The extent to which vehicles parking in the area during the period proposed for parking restriction are vehicles owned or operated by persons who are not residents of the residential area specified rather than resident vehicles of the residential area specified; and

(4) The extent to which vehicles registered to persons residing in the residential area cannot be accommodated by the number of available off-street parking spaces.

4-6-106 Application Procedures.

The following procedures shall apply to the process of designating a residential area as a RPPZ:

(a) Upon receipt by the City Clerk, or designee, of a Residential Permit Parking Zone Application containing:

(1) the original signatures of at least sixty-seven (67%) percent of the owners of real property in the residential area proposed for designation; and

(2) a completed application form containing all information required by the form; and

(3) accompanied by a non-refundable payment in an amount established by resolution of the City Council as an application/initiation of study fee.

The City Clerk shall, within thirty (30) days, validate the signatures of the signatories against property ownership records and certify or decline to certify the application based upon the above-set standards, then forward the results to the City Manager. If the City Clerk declines to certify the application, he or she shall state in writing the reason(s) for such refusal and provide that information to the applicant and the City Manager.

(b) Upon receipt by the City Manager of a verified application, certified by the City Clerk, the City Manager shall direct the City Engineer to undertake such studies as are deemed necessary to determine whether a residential area is eligible for residential permit parking. Such studies shall be completed within ninety (90) days of the City Manager's receipt of the certified, verified application requiring such studies to be undertaken, unless otherwise provided by the City Council.

(c) Within thirty (30) days of the completion of the studies, if necessary, to determine whether designation criteria are met, the City Manager shall prepare a written report to the City Council based upon the studies performed whether to designate the residential area under consideration as a RPPZ. Such report shall set forth, but not be limited to, the following:

(1) Evidence generated as a result of studies performed;

(2) Findings relative to those designation criteria listed in Section 4-6-105 of this article deemed applicable to the proposed residential area;

(3) Conclusions as to whether the findings justify establishing a RPPZ for the particular proposed area;

(4) Proposed boundaries of the RPPZ; and

(5) Proposed time limitations and periods of the day for its application.

(d) Within thirty (30) days of the completion of studies, if necessary, to determine whether designation criteria are met, the City Clerk shall notice, as herein provided, a public hearing before the City Council on the subject of eligibility of the residential area under consideration for the establishment of a RPPZ. Said hearing or hearings shall be conducted for the purpose of consideration of the City Manager's report and studies performed, and receipt of public testimony and other relevant evidence. During such hearing any interested person shall be entitled to appear and be heard, subject to the appropriate rules of order.

(e) The City Clerk shall provide written notification of the public hearing provided for in this section. The notice shall clearly state the purpose of the hearing, the location and boundaries tentatively considered for the proposed RPPZ and, if applicable, the permit fee to be charged therefor. Such notice shall be:

(1) Provided by mail to each owner of real property within the proposed RPPZ at least twenty (20) calendar days prior to the hearing date.

(2) Published in the official newspaper of the City at least ten (10) calendar days prior to the hearing date, as well as posted for public review in the same manner as the agenda for the regular meetings of the City Council.

4-6-107 Posting and notification of Residential Permit Parking Zones.

Upon the adoption of a resolution by the City Council designating a RPPZ and associated parking time restrictions, the City Engineer shall cause appropriate signs to be posted in the identified area indicating prominently thereon the time limitation in days and hours during which parking shall be restricted.

Upon the posting of the appropriate signs as specified by this section the City Engineer shall notify in writing the Chiefs of Police of the City of Turlock and California State University, Stanislaus, for the purpose of enforcement.

4-6-108 Permit design, display, and issuance.

(a) A permit shall be designed or selected by the Police Chief, and shall have a unique number, color, size or other designation to specify or reflect that specific RPPZ for which it was issued and shall include an expiration date, if applicable. Resident permits shall have characteristics to deter or prohibit transfer between different vehicles.

(b) Permits shall be displayed in a manner as specified by the Police Chief.

(c) Permits may be issued by the City of Turlock's Finance Division to any legal resident who can demonstrate, on the basis of official documentation, ownership or residence within a RPPZ, subject to limitations or restrictions provided within this article.

4-6-109 Issuance of permits: Residents and property owners.

(a) Permits may be issued for vehicles upon application of the following persons:

(1) A legal resident of the RPPZ who owns a vehicle which is both registered in his or her name, and registered at his or her address within the RPPZ, shall be entitled to no more than one (1) resident permit per vehicle upon the payment of all applicable fees;

(2) A person who owns or leases property, to include property for the purpose of commercial activities, within a RPPZ and demonstrates ownership of said property, and owns a vehicle that is registered to themselves or a business for which they can demonstrate partial ownership, shall be entitled to one (1) resident permit upon the payment of all applicable fees;

(3) The Fire Chief of the city of Turlock, or his or her designee, may be issued upon their request one or more transferable, resident permits for use by uniformed personnel within their department who work at a station within a RPPZ when off-street parking is not available.

4-6-110 Issuance of permits: Visitors and temporary use permits.

(a) Visitor permits.

(1) A resident permit holder, at no additional cost, may be issued a maximum of three (3) visitor permits for which such holder may distribute to their bona fide visitors, as defined in Section 4-6-103 for use during restricted weekdays and prohibited hours. No more than three (3) visitor permits shall be issued to a resident of a single residence, regardless of the number of resident permit holders that reside at the residence.

(2) A visitor permit shall be valid for up to one year, expiring at the end of the calendar year in which it is received. Any visitor permit, and any interest therein, issued shall remain the property of the City of Turlock and shall not be assignable or saleable.

(3) Persons who have received a resident permit pursuant to Section 4-6-109(a)(3) shall not be eligible to receive a visitor permit.

(b) Temporary permits:

(1) A temporary permit valid for a minimum of two (2) weeks and a maximum of four (4) weeks, on a one-time basis, may be issued to a new, legal resident of the RPPZ upon proof that said resident has not resided within that RPPZ during the previous thirty (30) days;

(2) One (1) temporary permit may be issued to a legal resident of a RPPZ for use of persons who, on a regular basis, provide health care or other related services essential to the well-being of the resident applicant, upon certification under penalty of perjury that such services are required, with an expiration date that coincides with the actual or estimated date of the conclusion of such services, not to exceed six (6) months.

4-6-111 Suspension of enforcement.

Upon presentation to the Police Chief of proof that a special circumstance exists to suspend enforcement of the provisions of this article within a particular RPPZ, or portion thereof, for a specified and limited period of time not to exceed one (1) week, the Police Chief may suspend such enforcement at his or her sole discretion.

4-6-112 Permit parking exceptions.

(a) A vehicle of an owner, legal resident, or guest of a legal resident within a RPPZ on which is displayed a valid parking permit as provided in accordance with Articles 4-6-109 and 4-6-110 shall be permitted to stand or be parked in the RPPZ for which the permit has been issued without being limited by time restrictions established pursuant to this article. Said vehicle shall not be exempt from parking restrictions or prohibitions established pursuant to authority other than this article. Except as provided in Section 4-6-112(b), all other vehicles parked within a RPPZ shall be subject to the time restrictions adopted as provided in this article as well as the penalties provided for herein.

(b) The following vehicles shall not be subject to the time restrictions established pursuant to this article when parked within a RPPZ:

(1) Utility vehicles. Vehicles as specified and described in California Vehicle Code Section 22512.

(2) Government vehicles. Government vehicles registered to the United States, State of California, County of Stanislaus, or City of Turlock which are clearly marked or distinguishable as such and are being used within the regular course of business.

(3) Construction vehicles. Vehicles owned or operated by a licensed contractor, or that contractor's sub-contractor, actively performing construction activities within the City's right-of-way under a City contract or City permit.

(c) A permit shall not guarantee or reserve to the holder thereof an on-street parking space within the designated RPPZ; rather, the permit shall only exempt the holder of specified time restrictions as specified in this article.

4-6-113 Parking limitations.

(a) Parking limitations established pursuant to this article and requiring the issuance of a permit shall be limited to the weekday (i.e., Monday through Friday) and to the hours of 6:00 a.m. to 6:00 p.m. and shall not be applicable on weekends or legal holidays except as provided in Section 4-6-113(b).

(b) Exception: The City Council may establish by resolution a parking limitation time period different than that established by Section 4-6-113(a). If the City Council does so establish a different parking limitation, then those limitations shall be posted pursuant to TMC 4-6-107 and shall supersede the provision of Section 4-6-113(a) and shall be observed within the RPPZ for which it was established.

4-6-114 Violation and penalty.

(a) It shall be unlawful and a violation of this article, unless expressly provided to the contrary herein, for any person to stand or park a vehicle for a period exceeding the time limitation established pursuant hereto. Said violation may be prosecuted in any manner provided for by this Code.

(b) It shall be unlawful and a violation of this article for a person to falsely represent himself or herself as eligible for a parking permit or to furnish false information to the Police Chief. Said violation may be prosecuted in any manner provided for by this Code.

(c) It shall be unlawful and a violation of this article for a person holding a valid parking permit issued pursuant hereto to permit the use or display of such permit on a vehicle other than that for which the permit is issued. Such conduct shall constitute an unlawful act and violation of this article both by the person holding the valid parking permit and the person who so uses or displays the permit on a vehicle other than that for which it is issued. Said violation may be prosecuted in any manner provided for by this Code.

(d) It shall be unlawful and a violation of this article for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit parking permit or permits without written authorization from the Police Chief. It shall further be unlawful and a violation of this article for a person to knowingly use or display a facsimile or counterfeit parking permit in order to evade time limitations on parking applicable in a RPPZ. Said violation may be prosecuted in any manner provided for by this Code.

4-6-115 Revocation of permit.

The Police Chief is authorized to revoke any permit issued pursuant to this article of any person found to be in violation of this article and, upon written notification thereof, the person shall surrender such permit to the Police Chief. Failure, when so instructed, to surrender such permit so revoked shall constitute a violation of law and of this article.

4-6-116 Permit fees.

(a) Fees for the issuance of permits and for the replacement of lost, damaged, or destroyed permits shall be established by resolution of the City Council in accordance with the legislative intent reflected in Section 4-6-102.

(b) There shall be no refund or setoff of any unused portion of any permit.

4-6-117 Reconsideration or disestablishment.

(a) The City Council may, based upon a finding that substantial evidence exists that a particular RPPZ may have a significant or potentially significant harmful effect or has had an adverse effect on the residential area within its boundaries, modify, amend or terminate a particular RPPZ. Such evidence is not limited to requests submitted by the legal residents of a particular RPPZ.

(b) A request for reconsideration or disestablishment of a RPPZ is limited to:

(1) Requests submitted by and on behalf of the real property owner or the legal residents of a particular RPPZ; or

(2) Upon independent action of the City Council to reconsider or disestablish a particular RPPZ.

(3) Such resolution shall state the effective date of the revision, termination or disestablishment or of the revised conditions.

(c) No more than one reconsideration of revision, termination, or disestablishment hearing per RPPZ shall be held annually.

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 June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 23rd day of June, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

7A

Council Synopsis

June 23, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Finding the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges)

Resolution: Amending a portion of Council Resolution No. 2008-095 and adopting a revised Supplemental Fee for Infrastructure Improvements required to implement the East Tuolumne Master Plan within the City of Turlock

2. DISCUSSION OF ISSUE:

At the December 9, 2014 City Council meeting, the Council amended the East Tuolumne Master Plan. The amended plan increases the number of units allowed within the master plan area and reduces the total cost of backbone infrastructure, thereby necessitating an update to the originally adopted Master Plan fee established in 2008. The original program assumed the construction of 179 single family units, whereas the amended plan will accommodate up to 278 units. In addition, staff has worked with the developers to identify the essential backbone infrastructure improvements that would need to be shared by all developers within the master plan area. This resulted in a reduction of roughly $540,000 in infrastructure improvements from the originally adopted plan. Those improvements removed from the program will become a requirement of each developer at the time that subdivision maps are submitted for review and approval. The attached resolution includes the "East Tuolumne Master Plan Fee Nexus Study" for your review and approval.

Staff provided the revised land use projections and infrastructure needs and corresponding construction cost estimates to Economic Planning Systems (EPS) of Sacramento. EPS used the provided information to prepare the attached "Final Report East Tuolumne Master Plan Fee Nexus Study" dated January 19, 2015.

EPS used the construction cost information to calculate the required fees that will need to be collected for five specific infrastructure areas. These areas are Water, Sewer, Storm Drain, Transportation and Administration and are set forth below:

Infrastructure	Total Cost	Cost per Lot (a)
Water	$637,643	$2,293
Sewer	$867,343	$3,119
Storm Drain	$4,743,971	$17,064
Transportation	$2,794,908	$10,053
Administration (b)	3% of totals above	$976

(a) Based on estimated 278 Dwelling Units
(b) Based on 3% Administrative Fee

These numbers differ slightly from Table 2 in the attached report because the numbers above represent the average cost across all land use types (Low and Very Low Residential zoning), whereas, Table 3 in the document provides the comparison between the previous fee and the new fee for Very Low Residential units only.

The East Tuolumne Master Plan Fee will be collected at time of building permit application. Fees collected will be used for the construction of master plan improvements or to reimburse the developers for installing the master plan improvements.

A Cost Recovery fee to reimburse the City for the cost of the master planning process was also adopted in 2008. That fee is not being amended at this time.

Staff recommends Council adopt the "Final Report East Tuolumne Master Plan Fee Nexus Study". It should be noted that the fees will not go into effect for 60 days.

3. BASIS FOR RECOMMENDATION:

A. City and State policy is that the legislative body shall approve all fee programs.

B. Without the implementation of these fee programs, the fair and equitable distribution of infrastructure and master plan costs will not be possible.

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

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

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

Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Staff recommends adoption of an East Tuolumne Master Plan Area Fee to establish a mechanism for the systematic and equitable funding of Plan Area infrastructure facilities.

No General Fund money will be used to fund any public infrastructure or the master plan documentation.

Budget Amendment: None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

A Mitigated Negative Declaration was prepared and adopted for the East Tuolumne Master Plan. No additional CEQA action is required as this action represents a financing mechanism that is exempt pursuant to CEQA Guidelines Section 15273 (Rates, Tolls, Fares, and Charges)

7. ALTERNATIVES:

The City Council may choose not to adopt the revised fee program; however, that would mean that the existing fee program would be imposed on new development. The old fee has a higher unit cost that is inconsistent with the projected number of units and the infrastructure costs that have been incorporated into the amended East Tuolumne Master Plan. As such, failure to adopt the new fee would be inconsistent with the adopted Master Plan. This would put the City at risk of a lawsuit under the California Mitigation Fee Act due to the lack of a reasonable relationship and proportionately between the level of the fee and the impacts that development will cause.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING A PORTION OF COUNCIL RESOLUTION NO. 2008-095 AND ADOPTING A REVISED SUPPLEMENTAL FEE FOR INFRASTRUCTURE IMPROVEMENTS REQUIRED TO IMPLEMENT THE EAST TUOLUMNE MASTER PLAN WITHIN THE CITY OF TURLOCK	}	**RESOLUTION NO. 2015-**

WHEREAS, on December 13, 2005, the City Council of the City of Turlock adopted Ordinance 1048-CS amending the Zoning Map of the City of Turlock to adopt the East Tuolumne Master Plan encompassing approximately 102 acres of property in east Turlock; and

WHEREAS, on August 8, 2006, the City Council of the City of Turlock approved Resolution 2006-193 adopting a Supplemental Fee for Infrastructure Improvement and adopting a Cost Recovery Fee for the reimbursement of costs associated with the design and implementation of the East Tuolumne Master Plan; and

WHEREAS, on May 13, 2008, the City Council of the City of Turlock approved Resolution 2008-095 Rescinding Resolution 2006-193 and adopting an updated Supplemental Fee for Infrastructure Improvements and a Cost Recovery Fee for the reimbursement of costs associated with the design and implementation of the East Tuolumne Master Plan; and

WHEREAS, on December 9, 2014, the City Council approved an updated East Tuolumne Master Plan by Council Resolution 2014-187 which included increased development density, an updated infrastructure plan, and revised supporting documents, thereby necessitating a revision in the originally approved Supplemental Fee for Infrastructure Improvements; and

WHEREAS, the revised Supplemental Fee for Infrastructure Improvements report by Economic and Planning Systems, Inc., entitled "Final Report East Tuolumne Master Plan Fee Nexus Study" dated January 19, 2015, attached hereto as "Exhibit A", shows the need for, and calculated the amount of, the revised fee to pay for the construction of infrastructure improvements consistent with the infrastructure plan contained within the East Tuolumne Master Plan; and

WHEREAS, the "Final Report East Tuolumne Master Plan Fee Nexus Study", attached hereto as "Exhibit A", identifies the revised cost of needed public facilities with costs allocated according to type of land use; and

WHEREAS, a public hearing was held on June 23, 2015 by the City Council of the City of Turlock to consider public testimony on the East Tuolumne Master Plan Supplemental Fee; and

WHEREAS, the City Council of the City of Turlock found and determined that the proposed East Tuolumne Master Plan Supplemental Fee is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15273(a)(4) [Rates, Tolls, Fares, and Charges] and/or Section 15183 [Projects Consistent with a Community Plan or Zoning]; and

WHEREAS, the City Council of the City of Turlock finds and determines that:

1. The purpose of these fees is to finance infrastructure improvements required to provide essential services to the East Tuolumne Master Plan area.

2. The fees collected pursuant to this resolution shall be used for the purpose of providing a fair share of the funding of "Plan Area Fee" costs.

3. There is a need to impose a special Supplemental Fee for Infrastructure Improvements in order for the development to be consistent with the East Tuolumne Master Plan.

4. The facts and evidence presented to the City Council of the City of Turlock, including the above-referenced study and analysis, establish that there is a reasonable relationship between the need for the infrastructure improvements and the impacts of the types of developments described in the East Tuolumne Master Plan, and, there is a reasonable relationship between the fee's use and the type of development for which the fee is charged.

5. The cost estimates contained in "Exhibit A" are reasonable cost estimates for constructing the necessary public facilities, and the fees expected to be generated by new development will not exceed the total of these costs.

6. The proposed fee is consistent with the City of Turlock General Plan and the East Tuolumne Master Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock does hereby establish the revised Supplemental Fee for Infrastructure Improvements based upon the report prepared by Economic and Planning Systems, Inc., entitled "Final Report East Tuolumne Master Plan Fee Nexus Study" dated January 19, 2015, attached hereto as "Exhibit A", for all development that occurs within the East Tuolumne Master Plan area.

BE IT FURTHER RESOLVED by the City Council of the City of Turlock that:

1. Fee Imposed: The revised fee shall be charged and paid upon issuance of a building permit, occupancy, or any other time established by ordinance or resolution adopted by the City Council of the City of Turlock.

2. Fee Amount: The amount of the East Tuolumne Master Plan Supplemental Fee for Infrastructure Improvements is based on the proposed land use contained in the "Final Report East Tuolumne Master Plan Fee Nexus Study", attached hereto as "Exhibit A," which is consistent with the findings of the study prepared by Economic and Planning Systems, Inc., attached hereto as "Exhibit A." The amounts shown in "Exhibit A" will be increased by the Engineering News Record (ENR) Index on a quarterly basis to account for inflation. The ENR Index of 862.42 (1st quarter 2015) is the base line index to be used for quarterly adjustments.

3. Use of Fee: The fee shall be used solely to pay for the fair share of the total infrastructure costs as defined in the study attached as "Exhibit A".

4. Effective Date: This resolution will become effective 60 days after the date of its adoption by the City Council of the City of Turlock.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Final Report

East Tuolumne Master Plan Fee Nexus Study

The Economics of Land Use

Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc.

January 19, 2015

EPS #132156

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1. EXECUTIVE SUMMARY

Introduction

The City of Turlock (City) retained Economic & Planning Systems, Inc. (EPS) to prepare this East Tuolumne Master Plan (ETMP) Development Impact Fee Nexus Study that will serve as the basis for updating the ETMP development impact fees (ETMP fees). These fees are charged on new development in the ETMP area to fund the following backbone infrastructure improvements needed to serve the ETMP area:

- Transportation facilities
- Sanitary sewer facilities
- Storm drainage facilities
- Potable water facilities

The ETMP area was annexed into the City in 2006. At the time of annexation, all ETMP land was zoned very low density residential (VLDR). In 2014, however, an ETMP amendment was submitted to rezone some of the ETMP land to low density residential (LDR). This study is being prepared under the assumption that this amendment is adopted.

No planned development has yet occurred in the ETMP area. In addition, no backbone infrastructure has yet been constructed or costs incurred. This report summarizes the updated ETMP development projections, backbone infrastructure requirements and costs, and proposed ETMP fees.

Purpose

The purpose of this study is to update the nexus between new development in the ETMP area and the additional transportation, sanitary sewer, storm drainage, and potable water facilities required to serve that development. This nexus will serve as the basis for updating the ETMP fees under Assembly Bill (AB) 1600 legislation, as codified by California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition." Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.

- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Determine a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

The ETMP area originally was designated entirely for VLDR uses. As discussed earlier, an ETMP amendment has been submitted to rezone some land from VLDR to LDR. To account for the possibility of future zoning changes, however, the ETMP fees to be collected are calculated for all residential land uses designated in the City General Plan. The estimated fees for each land use are based on the land uses' relative demand for each facility type as compared to the demand generated by a VLDR dwelling unit. The result of these fee calculations is to establish ETMP transportation, sanitary sewer, storm drainage, and potable water development impact fees by residential land use. The ETMP fees do not pay for site-specific infrastructure, which is the responsibility of the developer.

Existing Citywide Fees

The City currently requires payment of citywide fees for all new development within the City boundaries. Thus, development in the ETMP area must pay the citywide fees in addition to the ETMP fees. The following fees are included in the citywide fee program:

- **Capital Facility Fees (CFF)** fund capital facilities for roadways, police, fire, and general City government.
- **Wastewater Plant Capacity Fees** fund sewer treatment plant expansions needed to accommodate added sewer flow resulting from new development.
- **Sewer Trunk Capacity Fees** fund construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to become sewer trunk lines.
- **Master Storm Drainage Fee** funds the improvement of citywide drainage facilities, including master storm drains and master detention basins.
- **Water Capital Facilities Fee (Water Grid Fee)** funds the improvement of major water supply, transmission, and storage facilities.
- **Additional Fees—**In addition to the major fees listed above, the City charges some additional fees on new development:
  - **Street Light Development Fees.**
  - **Sewer and Water Connection Fees.**
  - **Sewer and Water Frontage Fees.**
  - **Water Meter Fees.**

Proposed ETMP Fees

The ETMP fees are based on the estimated benefit received by future development in the ETMP area for ETMP facilities to be constructed. The total proposed transportation, sanitary sewer, storm drainage, and potable water fees for each residential land use in the ETMP area are shown in **Table 1**. The fees will be charged per dwelling unit.

Table 2 compares the proposed fees with the current ETMP fees charged by the City. The comparison is shown only for VLDR fees because the current ETMP fees have been established only for VLDR dwelling units. The total proposed ETMP fees will decrease by approximately $31,000 per VLDR dwelling unit to reflect updated cost and development estimates. The total proposed ETMP fees decreased so dramatically because of an increase in the number of developable lots in the ETMP area. The ETMP draft amendment increases the allowable density in the ETMP by redesignating two of the original parcels from VLDR to LDR. The amendment was proposed to reduce the per-unit development impact fee cost to help make development in the ETMP area financially feasible.

Report Organization

This report is divided into five chapters and one appendix:

- **Chapter 1** includes this executive summary.
- **Chapter 2** describes the future development and facility needs.
- **Chapter 3** provides the fee calculation for the improvement of facilities.
- **Chapter 4** describes how the fees will be implemented and updated.
- **Chapter 5** provides the nexus findings for the improvement fees.
- **Appendix A** includes comparisons of the ETMP fees to similar residential fees in nearby jurisdictions.

Table 1
East Tuolumne Master Plan Fee Nexus Study
ETMP Development Impact Fee Summary

	ETMP Fee per Dwelling Unit						
Land Use	Sanitary Sewer	Storm Drainage	Transportation	Potable Water	Subtotal	Administration	Total
						3%	
Residential							
Very Low Density Residential	$2,802	$18,509	$10,054	$2,713	**$34,078**	$1,022	**$35,100**
Low Density Residential	$3,262	$16,418	$10,054	$2,106	**$31,839**	$955	**$32,795**
Low-Medium Density Residential	$2,770	$8,713	$10,054	$894	**$22,430**	$673	**$23,103**
Medium Density Residential	$2,203	$7,425	$10,054	$610	**$20,292**	$609	**$20,901**
High Density Residential	$2,206	$4,356	$7,023	$881	**$14,466**	$434	**$14,900**
							fee sum

Source: City of Turlock; EPS.

Table 2
East Tuolumne Master Plan Fee Nexus Study
ETMP Development Impact Fee Comparison

Plan Area Fee	ETMP Fee per Dwelling Unit *Very Low Density Residential*		
	Current [1]	Proposed	Difference
Sanitary Sewer	$5,626	$2,802	($2,824)
Storm Drainage	$34,550	$18,509	($16,041)
Transportation	$17,372	$10,054	($7,318)
Potable Water	$6,349	$2,713	($3,636)
Subtotal	**$63,897**	**$34,078**	**($29,819)**
Administration (3%)	$1,917	$1,022	($895)
Total	**$65,814**	**$35,100**	**($30,713)**

fee comp

Source: City of Turlock; EPS.

[1] East Tuolumne Master Plan fees effective through December 31, 2014.

2. FUTURE DEVELOPMENT AND FACILITY NEEDS

This chapter describes the amount of development planned to occur in the ETMP area and the public facility improvements necessary to provide adequate services to this new development.

Land Use

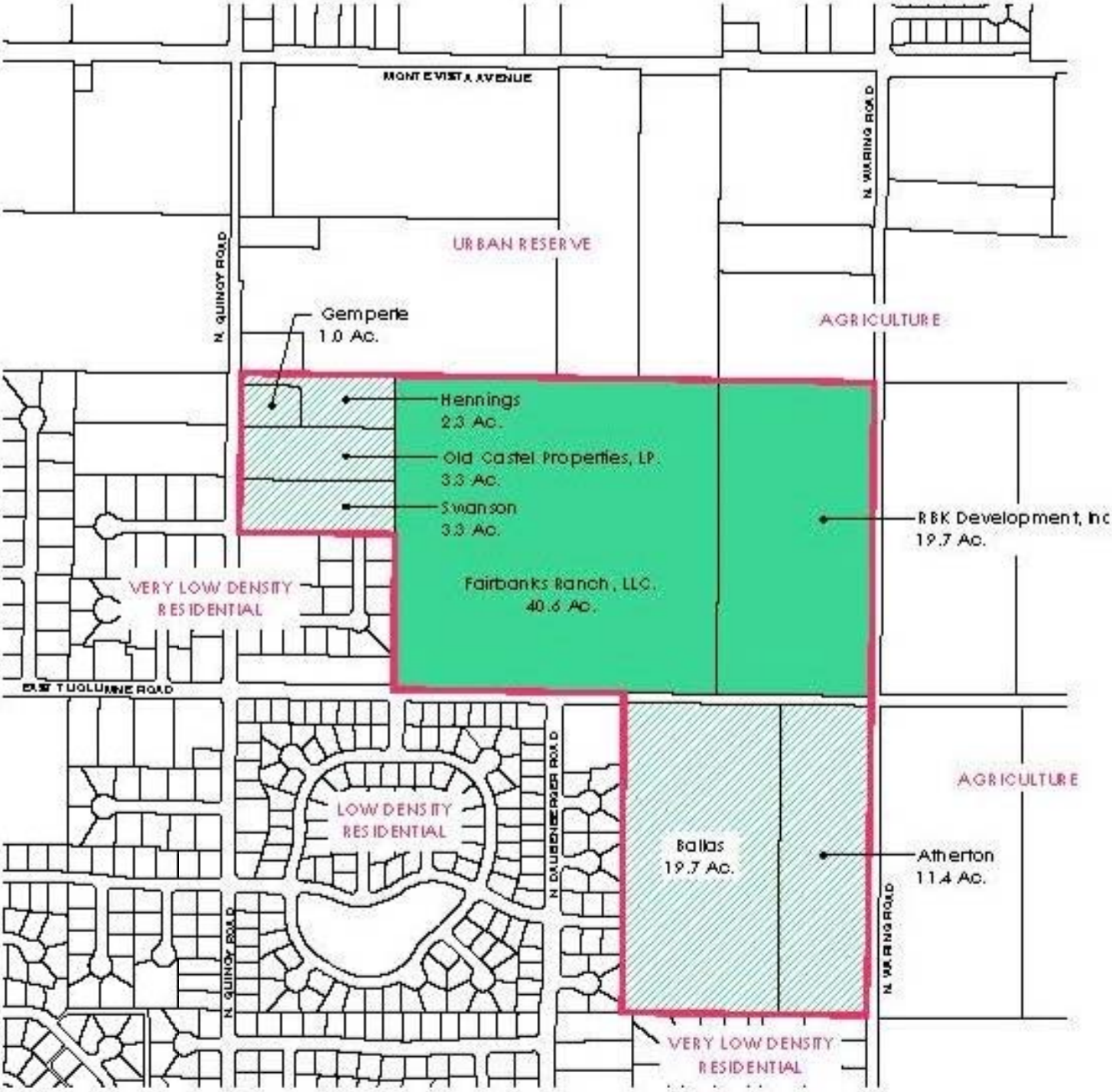
In total, the ETMP area encompasses approximately 101 acres of land along East Tuolumne Road between North Quincy and North Waring Roads. Approximately 6 acres are composed of existing ranchettes, and 95 acres remain to develop. **Map 1** shows the location of the ETMP area, as well as the zoning of the different parcels. The developable land in the ETMP area consists entirely of land zoned for VLDR and LDR uses.

Table 3 provides a summary of the remaining developable land in the ETMP area. The land use designations and estimated acres and dwelling units by land use are based on information provided by the City. This planned development also is discussed in the 2005 ETMP and the October 2014 amendment to the ETMP. The land use classifications are more specifically described in the City's General Plan.

Infrastructure Requirements

To ensure successful development of the ETMP area, infrastructure upgrades are necessary. The ETMP fee covers the costs of improvements not covered by the existing citywide fee program. The ETMP fees include funding for sanitary sewer, storm drainage, transportation, and potable water facilities.

The City provided cost estimates for the sanitary sewer, storm drainage, transportation, and potable water infrastructure upgrades to be funded through ETMP fees. **Table 4** summarizes these costs. The estimates are reduced by the City share of the potable water costs for improvements needed to serve development outside the ETMP area. Infrastructure requirements and estimated costs are detailed for the respective infrastructure items in **Tables 5** through **8**.



LAND USE CATEGORY

Low Density Residential

Very Low Density Residential

Planning Area Boundary

101.3 Total Acres

Map 1 ETMP Land Use Map

Table 3
East Tuolumne Master Plan Fee Nexus Study
Land Use Summary

Land Use Category	Gross Acres [1]	Dwelling Units	Units per Acre [2]
Residential			
Very Low Density Residential			
Balisha & Atherton	29.1	72	2.5
Hennings, Old Castle & Swanson	5.7	14	2.5
Subtotal Very Low Density Residential	**34.8**	**86**	**2.5**
Low Density Residential			
Fairbanks Ranch & Les Chateaux	**60.3**	**192**	**3.2**
Low-Medium Density Residential	0.0	0	7.5
Medium Density Residential	0.0	0	11.0
High Density Residential	0.0	0	22.5
Total	**95.1**	**278**	

lu

Source: GDR Engineering; EPS; Carollo, 2013: Sewer System Master Plan and Storm Water Master Plan.

[1] Gross acres were determined by identifying developable area excluding existing development.
[2] Units per acre for Very Low Density Residential and Low Density Residential development provided by the ETMP land use plan. Low-Medium, Medium, and High Density Residential dwelling units per acre provided by the City of Turlock Housing Element.

Table 4
East Tuolumne Master Plan Fee Nexus Study
Summary of Backbone Infrastructure Costs

	Estimated Costs				
Item	Sanitary Sewer	Storm Drainage	Transportation	Potable Water	Total
Total Construction Cost	$867,343	$4,743,971	$2,794,908	$745,377	**$9,151,599**
Less City Share Balance	$0	$0	$0	($107,734)	**($107,734)**
Total Cost	**$867,343**	**$4,743,971**	**$2,794,908**	**$637,643**	**$9,043,865**
					cost sum

Source: City of Turlock; EPS.

Table 5
East Tuolumne Master Plan Fee Nexus Study
Estimated Sanitary Sewer Facility Costs (2014$)

Backbone Infrastructure Costs
Sanitary Sewer

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Storm Drainage Project						
1 Pump Station at Storm Basin #1	$325,000	$32,500	**$357,500**	$35,750	$28,600	**$421,850**
2 Sewer Force Main in Lafitte Rothchild Dr. (6")	$3,990	$399	**$4,389**	$439	$351	**$5,179**
3 Sewer Force Main in Tuolumne Rd (6")	$30,495	$3,050	**$33,545**	$3,354	$2,684	**$39,583**
4 Sewer Force Main in Waring south (6")	$151,905	$15,191	**$167,096**	$16,710	$13,368	**$197,173**
5 Sewer Force Main in Hawkeye (6")	$78,375	$7,838	**$86,213**	$8,621	$6,897	**$101,731**
6 Sewer Main in Lafitte Rothchild Tuolumne to Pump Station (8" & 10")	$11,250	$1,125	**$12,375**	$1,238	$990	**$14,603**
7 Sewer Main in Tuolumne Rd (8")	$67,200	$6,720	**$73,920**	$7,392	$5,914	**$87,226**
Total Sanitary Sewer Facility Cost	**$668,215**	**$66,822**	**$735,037**	**$73,504**	**$58,803**	**$867,343**

ss cost

Source: City of Turlock

[1] Value paid to the City of Turlock Engineering for Plan Check and Inspection at time encroachment permit is procured.

Table 6
East Tuolumne Master Plan Fee Nexus Study
Estimated Storm Drainage Facility Costs (2014$)

Backbone Infrastructure Costs
Storm Drainage

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Storm Drainage Project						
1 Property Purchase of Storm Basin #1 [2]	$555,000	$55,500	**$610,500**	$0	$0	**$610,500**
2 Property Purchase of Storm Basin #2 [2]	$390,000	$39,000	**$429,000**	$0	$0	**$429,000**
3 Grading and Landscaping of Storm Basin #1	$483,516	$48,352	**$531,868**	$53,187	$42,549	**$627,604**
4 Grading and Landscaping of Storm Basin #2	$339,768	$33,977	**$373,745**	$37,374	$29,900	**$441,019**
5 Flow Control Structure & Pump Station at Basin #1	$200,000	$20,000	**$220,000**	$22,000	$17,600	**$259,600**
6 Flow Control Structure & Pump Station at Basin #2	$200,000	$20,000	**$220,000**	$22,000	$17,600	**$259,600**
7 Storm Line in Lafitte Rothchild (18")	$4,950	$495	**$5,445**	$545	$436	**$6,425**
8 Storm Line in Lafitte Rothchild (36")	$9,450	$945	**$10,395**	$1,040	$832	**$12,266**
9 Storm Line in Tuolumne Rd (18")	$59,950	$5,995	**$65,945**	$6,595	$5,276	**$77,815**
10 Storm Line in Tuolumne Rd (36")	$131,250	$13,125	**$144,375**	$14,438	$11,550	**$170,363**
11 Storm Line in Waring Road north (18")	$74,800	$7,480	**$82,280**	$8,228	$6,582	**$97,090**
12 Storm Line in Waring Rd south (36")	$222,600	$22,260	**$244,860**	$24,486	$19,589	**$288,935**
13 Storm Line in Waring Rd south of Storm Basin #2 (36")	$340,200	$34,020	**$374,220**	$37,422	$29,938	**$441,580**
14 Storm Line in Hawkeye Ave (36")	$787,500	$78,750	**$866,250**	$86,625	$69,300	**$1,022,175**
Total Storm Drainage Facility Cost	**$3,798,984**	**$379,898**	**$4,178,882**	**$313,938**	**$251,151**	**$4,743,971**

sd cost

Source: City of Turlock.

[1] Value paid to the City of Turlock Engineering for Plan Check and Inspection at time encroachment permit is procured.
[2] Property purchases of storm basins do not require engineering, bonding and project management costs, and plan check and inspection costs.

Table 7
East Tuolumne Master Plan Fee Nexus Study
Estimated Transportation Facility Costs (2014$)

Backbone Infrastructure Costs
Transportation

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Transportation Project						
1 Quincy Rd Improvements from Tuolumne to Monte Vista	$187,296	$18,730	**$206,026**	$20,603	$16,482	**$243,110**
2 Tuolumne Rd Improvements from West Master Plan line to Waring	$549,638	$54,964	**$604,602**	$60,460	$48,368	**$713,430**
3 Waring Rd Improvements from Tuolumne Rd to Monte Vista	$257,510	$25,751	**$283,261**	$28,326	$22,661	**$334,248**
4 Waring Rd Improvements from Tuolumne Rd to Wyndfair #3	$203,998	$20,400	**$224,398**	$22,440	$17,952	**$264,789**
5 TID Irrigation Improvements on Tuolumne Rd from West Master Plan line to Waring	$350,000	$35,000	**$385,000**	$38,500	$30,800	**$454,300**
6 TID Irrigation Improvements on Waring North of Tuolumne	$256,000	$25,600	**$281,600**	$28,160	$22,528	**$332,288**
7 TID Electrical Undergrounding on Tuolumne Rd from West Master Plan line to Waring	$140,000	$14,000	**$154,000**	$15,400	$12,320	**$181,720**
8 TID Electrical Undergrounding on Waring North of Tuolumne	$102,400	$10,240	**$112,640**	$11,264	$9,011	**$132,915**
9 TID Electrical Undergrounding on Waring South of Tuolumne	$106,400	$10,640	**$117,040**	$11,704	$9,363	**$138,107**
Total Transportation Facility Cost	**$2,153,242**	**$215,324**	**$2,368,566**	**$236,857**	**$189,485**	**$2,794,908**

trans cost

Source: City of Turlock

[1] Value paid to the City of Turlock Engineering for Plan Check and Inspection at time encroachment permit is procured.

Table 8
East Tuolumne Master Plan Fee Nexus Study
Estimated Potable Water Facility Costs (2014$)

Backbone Infrastructure Costs
Potable Water

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Potable Water Project						
1 Water Line in Monte Vista Ave (24")	$79,750	$7,975	**$87,725**	$8,773	$7,018	**$103,516**
2 Water Line in Quincy Road (16")	$243,000	$24,300	**$267,300**	$26,730	$21,384	**$315,414**
3 Water Line in Tuolumne (10")	$66,000	$6,600	**$72,600**	$7,260	$5,808	**$85,668**
4 Water Line in Waring Road North of Tuolumne Road (12")	$92,750	$9,275	**$102,025**	$10,203	$8,162	**$120,390**
5 Water Line in Waring Road South of Tuolumne Road (12")	$92,750	$9,275	**$102,025**	$10,203	$8,162	**$120,390**
Subtotal Sanitary Sewer Facility Cost	**$574,250**	**$57,425**	**$631,675**	**$63,168**	**$50,534**	**$745,377**
Less City Share Balance						
Less City share for increased size on Quincy (Surface Water Infrastructure)	($29,000)	($2,900)	**($31,900)**	($3,190)	($2,552)	**($37,642)**
Less City share for increased size on Monte Vista (Surface Water Infrastructure)	($54,000)	($5,400)	**($59,400)**	($5,940)	($4,752)	**($70,092)**
Less City Share Balance Subtotal	**($83,000)**	**($8,300)**	**($91,300)**	**($9,130)**	**($7,304)**	**($107,734)**
Total Cost	**$491,250**	**$49,125**	**$540,375**	**$54,038**	**$43,230**	**$637,643**

water cost

Source: City of Turlock

[1] Value paid to the City of Turlock Engineering for Plan Check and Inspection at time encroachment permit is procured.

Sanitary Sewer Improvements

The ETMP fees will fund sanitary sewer improvements needed by the ETMP area. These improvements include a pump station and a series of sewer mains. The sanitary sewer facilities cost to be funded by the ETMP fees totals approximately $867,000.

Note: Proposed ETMP sanitary sewer facilities do not include any facilities proposed in the citywide sanitary sewer improvements.

Storm Drainage Improvements

The ETMP fees will fund storm drainage improvements needed by the ETMP area, as well as land acquisition for the improvements. The required land acquisition and improvements include the following items:

- Property purchases for two storm basins.
- Grading and landscaping for two storm basins.
- Pump stations for two storm basins.
- Storm lines.

The storm drainage facilities cost to be funded by the ETMP fees totals approximately $4.7 million.

Note: Proposed ETMP storm drainage facilities do not include any facilities proposed in the citywide storm drainage improvements.

Transportation Improvements

The ETMP fees will fund transportation improvements needed by the ETMP area. These improvements include road improvements, irrigation improvements, and underground electrical improvements to roads that border the ETMP area. The transportation facilities cost to be funded by the ETMP fee totals approximately $2.8 million.

Note: Proposed ETMP transportation facilities do not include any facilities proposed in the citywide transportation improvements.

Potable Water Improvements

The ETMP fees will fund potable water improvements needed by the ETMP area. These water improvements include a series of water lines. The total water improvement costs are reduced by the City share of cost for improvements needed to serve other City areas outside the ETMP area. The net potable water facilities cost to be funded by the ETMP fee totals approximately $638,000.

Note: Proposed ETMP potable water facilities do not include any facilities proposed in the citywide potable water improvements.

3. COST ALLOCATION AND ETMP FEES

Introduction

For each facility type, the ETMP fees are estimated by allocating the improvement costs (detailed in the previous chapter) to the various land uses, based on each land use's relative demand for the facility type. The ETMP fees are calculated on a per-dwelling-unit basis, and the City charges an additional 3 percent to administer the fee program. The ETMP fees were summarized in **Table 1** in the first chapter.

The specific steps in allocating the costs and estimating the fees for each facility type are outlined below:

1. Determine the improvement costs benefiting the ETMP area. These improvement costs were detailed in the previous chapter.

2. Determine the use factor, or level of demand, for each land use. This use factor is either expressed per dwelling unit or per acre.

3. Multiply the use factor by the projected amount of development (dwelling units or acres, depending on whether the use factor is expressed per dwelling unit or per acre) to derive the facility demand for each land use category. Use these demand estimates to calculate the percentage distribution of total demand across land uses.

4. Allocate the net improvement costs from step 1 to the various land uses based on each land use's percentage of total facility demand.

5. For each ETMP land use (VLDR and LDR), divide the allocated cost by the number of dwelling units to determine the fee per dwelling unit.

6. Although only VLDR and LDR development is included in the ETMP, a fee also is established for the other City General Plan residential uses to address the possibility of zoning changes. Each of these fees is calculated as the use factor for the particular land use divided by the VLDR use factor multiplied by the VLDR fee. In other words, the fee is estimated as the facility demand for the particular land use as a percentage of the VLDR demand multiplied by the VLDR fee.

Sanitary Sewer Cost Allocation

Table 9 details the sanitary sewer cost allocation and fee estimate. Sanitary sewer costs are allocated to the ETMP land uses based on the estimated wastewater treatment flow by land use, expressed in gallons per day (GPD) per acre. The estimated GPD per acre factors were obtained from the City Sewer System Master Plan (2013). These factors are used to estimate each land use's relative sanitary sewer facility demand. The sanitary sewer costs are allocated to the ETMP land uses based on the demand distribution among the land uses. The fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that land use.

Table 9
East Tuolumne Master Plan Fee Nexus Study
Sanitary Sewer Cost Allocation

Cost Allocation
Sanitary Sewer

	Development			Cost Allocation Basis				Cost Allocation		
Land Use	Acres	Dwelling Units	Dwelling Units Per Acre	GPD Per Acre [1] [2]	DUE Factor Per Acre	Sewer Demand (GPD)	Distribution of Sewer Demand	Assigned Cost	Per Acre [3]	Per Dwelling Unit
Formula	*a*	*b*	*c*	*d*	*e = d / VLDR d*	*f = a * d*	*g = f / total f*	*h = total cost * g*	*i*	*i / c*
Residential										
Very Low Density Residential (VLDR)	34.8	86	2.5	600	1.00	20,880	27.8%	$240,986	$6,925	**$2,802**
Low Density Residential (LDR)	60.3	192	3.2	900	1.50	54,270	72.2%	$626,357	$10,387	**$3,262**
Low-Medium Density Residential	0.0	0	7.5	1,800	3.00	0	0.0%	$0	$20,775	**$2,770**
Medium Density Residential	0.0	0	11.0	2,100	3.50	0	0.0%	$0	$24,237	**$2,203**
High Density Residential	0.0	0	22.5	4,300	7.17	0	0.0%	$0	$49,628	**$2,206**
Total	**95.1**	**278**				**75,150**	**100.0%**	**$867,343**		

ss alloc

Source: Turlock Sewer System Master Plan (Carollo, October 2013); City of Turlock; EPS.

[1] The Sanitary Sewer Master Plan includes a VLDR factor of 384 GPD per Acre. This factor is based on an average density of 1.6 VLDR units per acre. Since the East Tuolumne Master Plan has an average density of 2.5 units per acre for VLDR use, the VLDR GPD per Acre factor is adjusted as follows: 348 * 2.5 / 1.6 (Rounded) = 600 GPD per Acre.

[2] The Sanitary Sewer Master Plan includes a LDR factor of 1,350 GPD per Acre. This factor is based on an average density of 5 LDR units per acre. Since the East Tuolumne Master Plan has an average density of 3.2 units per acre for LDR use, the LDR GPD per Acre factor is adjusted as follows: 1,350 * 3.2 / 5 (Rounded) = 900 GPD per Acre.

[3] Although all proposed development is currently zoned VLDR and LDR, a cost per acre is estimated for all residential land uses to account for the possibility of a zoning change. VLDR and LDR cost per acre = assigned cost/acres. For all other land uses, cost per acre = DUE factor * VLDR cost per acre.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for the ETMP area to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 9****.*

Storm Drainage Cost Allocation

Table 10 details the storm drainage cost allocation and fee estimate. Storm drainage costs are allocated to the various ETMP land uses based on the estimated impervious area percentage by land use. The estimated impervious area factors were obtained from the City Storm Water Master Plan (Carollo, 2013). These factors are used to estimate each land use's relative storm drainage facility demand. The storm drainage costs are allocated to the ETMP land uses based on the demand distribution among the land uses. The fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that land use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for the ETMP area to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 10****.*

Transportation Facility Cost Allocation

Table 11 details the transportation facility cost allocation and fee estimate. Transportation facility costs are allocated to the various land uses based on the estimated daily trips per dwelling unit by land use. The estimated daily trips per dwelling unit were obtained from the Institute of Transportation Engineers' Trip Generation Handbook, 9th Edition. These factors are used to estimate the number of new trip miles generated for each land use. The transportation facility costs are allocated to the ETMP land uses based on the distribution of new trip miles generated by future development. For residential uses, the fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for the ETMP area to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 11****.*

Potable Water Cost Allocation

Table 12 details the potable water cost allocation and fee estimate. Potable water costs are allocated to the various ETMP land uses based on the estimated water demand by land use, expressed in gallons per minute (GPM) per acre. The estimated GPM per acre factors were obtained from the City Water Master Plan Update (May 2009). These factors are used to estimate each land uses' relative potable water facility demand. The potable water costs are allocated to the ETMP land uses based on the water demand distribution along the land uses. The fee per dwelling unit for each land use is estimated as the allocated cost divided by the number of dwelling units for that land use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for the ETMP area to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 12****.*

Table 10
East Tuolumne Master Plan Fee Nexus Study
Storm Drainage Cost Allocation

Cost Allocation
Storm Drainage

	Development			Cost Allocation Basis				Cost Allocation		
Land Use	Acres	Dwelling Units	Dwelling Units Per Acre	Impervious Percent [1] [2]	DUE Factor per Acre	Storm Drainage Demand	Distribution of Demand	Assigned Cost	Per Acre [3]	Per Dwelling Unit
Formula	*a*	*b*	*c*	*d*	*e = d / VLDR d*	*f = a * d*	*g = f / total f*	*h = g * total cost*		*i / c*
Residential										
Very Low Density Residential (VLDR)	34.8	86	2.5	28%	1.00	9.7	34%	$ 1,591,779	$45,741	**$18,509**
Low Density Residential (LDR)	60.3	192	3.2	32%	1.14	19.3	66%	$ 3,152,192	$ 52,275	**$16,418**
Low-Medium Density Residential	0.0	0	7.5	40%	1.43	0.0	0%	$ 0	$ 65,344	**$8,713**
Medium Density Residential	0.0	0	11.0	50%	1.79	0.0	0%	$ 0	$ 81,680	**$7,425**
High Density Residential	0.0	0	22.5	60%	2.14	0.0	0%	$ 0	$ 98,016	**$4,356**
Total	**95.1**	**278**				**29.0**		**$ 4,743,971**		

sd alloc

Source: Turlock Storm Water Master Plan (Carollo, October 2013); City of Turlock; EPS.

[1] The Storm Water Master Plan includes a VLDR impervious percent of 25%. This factor is based on an average density of 1.6 units per acre. Since the ETMP has an average density of 2.5 units per acre, a slightly higher VLDR impervious factor of 28% was estimated.
[2] The Storm Water Master Plan includes an LDR impervious percent of 35%. This factor is based on an average density of 5.0 units per acre. Since the ETMP has an average density of 3.2 units per acre, a slightly lower LDR impervious factor of 32% was estimated.
[3] Although all proposed development is currently zoned VLDR and LDR, a cost per acre is estimated for all residential land uses to account for the possibility of a zoning change. VLDR and LDR cost per acre = assigned cost/acres. For all other land uses, cost per acre = DUE factor * VLDR cost per acre.

Table 11
East Tuolumne Master Plan Fee Nexus Study
Transportation Projects Cost Allocation

Cost Allocation
Transportation

Land Use	Dwelling Units	Cost Allocation Basis: Daily Trips per DU	Average Trip Length	Trip End-to-End Reduction Factor	VMT per DU	DUE Factor	New Trip Miles Generated	Distribution of Trip Miles Generated	Cost Allocation: Assigned Cost	Per Dwelling Unit [1]
Formula	*a*	*b*	*c*	*d*	*e = b*c*d*	*f = e / VLDR e*	*g = a * e*	*h = g / total g*	*i = h * total h*	
Residential										
Very Low Density Residential (VLDR)	86	9.52	9.7	70%	65	1.00	5,559	31%	$864,612	**$10,054**
Low Density Residential (LDR)	192	9.52	9.7	70%	65	1.00	12,411	69%	$1,930,296.25	**$10,054**
Low-Medium Density Residential	0	9.52	9.7	70%	65	1.00	0	0%	$0.00	**$10,054**
Medium Density Residential	0	9.52	9.7	70%	65	1.00	0	0%	$0.00	**$10,054**
High Density Residential	0	6.65	9.7	70%	45	0.70	0	0%	$0.00	**$7,023**
Total	**278**						**17,970**	**100%**	**$2,794,908**	

trans alloc

Source: Institute of Transportation Engineers, Trip Generation Handbook, 9th Edition; City of Turlock; EPS.

[1] Although all proposed development is currently zoned VLDR and LDR, a cost DU is estimated for all residential land uses to account for the possibility of a zoning change. VLDR and LDR cost per DU = assigned cost/DU. For all other land uses, cost per DU = DUE factor * VLDR cost per DU.

Table 12
East Tuolumne Master Plan Fee Nexus Study
Potable Water Facilities Cost Allocation

Cost Allocation
Potable Water

	Development			Cost Allocation Basis					Cost Allocation		
Land Use	Acres	Dwelling Units	Dwelling Units Per Acre	GPM Per Acre	GPD Per Acre	DUE Factor	Water Demand (GPD)	Distribution of Water Demand	Assigned Cost	Per Acre [1]	Per Dwelling Unit
Formula	*a*	*b*	*c*	*d*	*e = c * 60 min/hr * 24 hr/day*	*f = d / VLDR d*	*g = a * e*	*h = g / total g*	*i = h * total h*	*j*	*j / c*
Residential											
Very Low Density Residential (VLDR)	34.8	86	2.5	2.3	3,312	1.00	115,258	36.6%	$ 233,333	$ 6,705	**$ 2,713**
Low Density Residential (LDR)	60.3	192	3.2	2.3	3,312	1.00	199,714	63.4%	$ 404,310	$ 6,705	**$ 2,106**
Low-Medium Density Residential	0.0	0	7.5	2.3	3,312	1.00	0	0.0%	$ 0	$ 6,705	**$ 894**
Medium Density Residential	0.0	0	11.0	2.3	3,312	1.00	0	0.0%	$ 0	$ 6,705	**$ 610**
High Density Residential	0.0	0	22.5	6.8	9,792	2.96	0	0.0%	$ 0	$ 19,823	**$ 881**
Total	**95.1**	**278**					**314,971**	**100.0%**	**$ 637,643**		

water alloc

Source: Turlock Water Master Plan (Carollo, 2009); City of Turlock; EPS.

[1] Although all proposed development is currently zoned VLDR and LDR, a cost per acre is estimated for all residential land uses to account for the possibility of a zoning change. VLDR and LDR cost per acre = assigned cost/acres. For all other land uses, cost per acre = DUE factor * VLDR cost per acre.

Administration

In addition to the sanitary sewer, storm drainage, transportation, and potable water fees, the City charges a fee to administer the ETMP fee program. As with the facilities fees, the administration fee is charged per dwelling unit for residential uses. For each land use, it is calculated as 3 percent of the sum of the facilities fees.

4. IMPLEMENTATION AND UPDATE

Fee Adoption and Administration

The proposed updated ETMP fees will need to be adopted by City Resolution as enabled by the current City code, which is articulated in Chapter 8-11 of the City's municipal code. This chapter was updated in 2013 and is referred to as the Capital Facilities Fees Law of the City of Turlock (CFF Law). The CFF Law allows the City Council to adopt, by resolution, a fee schedule consistent with supporting technical analysis and findings provided in this report. The resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

The CFF Law includes a section (8-11-11) stating that the specifications of this law shall apply not only to the CFF, but also to Master Plan fee programs. The CFF Law addresses the primary implementation and administrative issues and procedures associated with the CFF and Master Plan fees. A brief summary of the key implementation and administrative elements is provided below.

Applicable Land Uses

All new development that occurs in the ETMP, except as specifically exempted by the CFF Law, will pay the ETMP fee. While the maximum fee amount will be determined by this Nexus Study Update, the City may elect to charge less for a variety of reasons and under certain circumstances, as described in the CFF Law. In any case, the applicable fees will be published in a Fee Schedule made available by the City and updated periodically. The amount will vary by land use, as summarized in **Table 1** of this report.

It is possible that certain projects may not fit neatly into the categories defined in **Table 1**. In cases where such ambiguity exists, the City Engineer and City Manager will need to make a determination as to the applicable fees. The CFF Law articulates guidelines for resolving discrepancies or disputes.

Fee Escalation

The CFF Law allows for an automatic adjustment of the ETMP fees to keep pace with inflation-adjusted increases in construction costs. This allows the fee level to keep pace with inflation without requiring an annual approval process. This adjustment is based on cost indices published by the Engineering News Record (ENR), a source widely used in the construction industry and by many jurisdictions as a basis for making annual inflation adjustments to their development impact fees. ENR's Construction Cost Index (CCI) has been published consistently every month since 1913 for 20 U.S. cities and a national average of the 20 cities. As such, it is one of the most reliable and consistent indices that track trends in construction costs.

Timing and Manner of Payment

The CFF Law addresses issues related to the timing and manner of payment for the ETMP fees, including the potential for fee deferrals, payment plans, credits and reimbursements, exemptions, and related adjustments.

Annual Review, Accounting, and Updates

Annual Review

This report and the technical information it contains should be maintained and reviewed periodically by the City as necessary to ensure the accuracy of the estimated ETMP fees and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the ETMP fee program will need to be updated. Specifically, AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates each local agency that requires payment of a fee make specific information available to the public annually, within 180 days of the last day of the fiscal year, including the following information:

- A description of the type of fee in the account.
- The amount of the fee.
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percentage of total costs funded by the fee.

If sufficient fees have been collected to fund construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the City should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the ETMP fee program should occur, at which time, necessary adjustments should be made to the fee program. The fee program includes an administrative component that funds the costs associated with this monitoring and updating effort.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for 5 years or more after deposit of the fee, the City Council shall make these findings once each year: (1) identify the purpose to which the fee is to be put, (2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund.

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them.

Internal Loaning of Funds

Loans between the ETMP fee funds may be used from time to time to facilitate construction of ETMP facilities and assure adequate cash flow. Any such loan shall be made in accordance with

applicable law, as interpreted by the City Attorney, and all funds shall be placed in separate accounts on either a facility or geographic basis. The additional following requirements also are placed on loans between ETMP fee funds:

1. Funds may be transferred between accounts to expedite construction of critical projects and facilities.
2. A mechanism to repay accounts shall be established.
3. Interest charged on each loan shall be based on the Local Agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.
4. Inter-fund loan repayments shall take precedence over reimbursements to developers.

Five-Year Update

Fees will be collected from new development in the City immediately; however, use of these funds may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the approximate dates the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

Once sufficient funds have been collected to complete the specified projects, the City must commence construction within 180 days. If it fails to do this, the City is required to refund the unexpended portion of the fee and any accrued interest to the then-current owners.

Supplemental Funding

Although the ETMP fees are intended to fully fund the identified ETMP facilities, it is possible the City may use supplemental funds for future facilities. Supplemental funding may include the following sources:

- **General Fund Revenues**—In any given year, the City could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and City priorities, the City may allocate General Fund revenues to fund ETMP facilities costs not covered by the ETMP fee program or other funding sources.
- **Assessments and Special Taxes**—The City could fund a portion of facilities costs using assessments and special taxes. For example, establishing a Mello-Roos Community Facilities

District would allow the City to levy a special tax to pay debt service on bonds sold to fund construction of capital facilities or to fund capital facilities directly.

- **State or Federal Funds**—The City might seek and obtain grants of matching funds from State and Federal sources to help offset the costs of required facilities and improvements. As part of its funding effort, the City should research and monitor these outside revenue sources and apply for funds as appropriate.

It should be noted that during the past few decades, there has been an increasing shift of infrastructure financing responsibilities from State and federal government to the local level. This shift, combined with the effects of the Great Recession (i.e., reduced property values), has left cities with very limited resources, and competition for General Fund revenues is high. In addition, many grant programs that once funded major highway improvements and water and sewer infrastructure improvements were long-ago abandoned. As the economy improves, assessments and special districts, which require voter approval, may become more feasible, but at this time, development impact fees are one of the few funding sources that Turlock's City Council can control.

5. AB 1600 NEXUS FINDINGS

Authority

This report has been prepared to update development impact fees for the ETMP area in the City in accordance with the procedural guidelines established in AB 1600, which are codified in California Government Code Section 66000 et. seq. These code sections set forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[1]

Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

Purpose of Fees

New development in the ETMP area will increase the demand for sanitary sewer, storm drainage, transportation, and potable water facilities. Funding by the ETMP fees will provide for these needed infrastructure improvements. The sanitary sewer, storm drainage, transportation, and potable water improvements are described in more detail in **Chapter 2**.

Use of Fees

ETMP area fees from new development will be used to fund the following improvements:

- **Sanitary Sewer Improvements**—ETMP fees will fund new sanitary sewer infrastructure needed to convey sewage from planned new development into the citywide sewer system. Required new sanitary sewer facilities include a new pump station and a series of sewer mains.
- **Storm Drainage Improvements**—ETMP fees will fund new storm drainage infrastructure needed to convey storm water from planned new development into the citywide storm drainage system. Required new storm drainage facilities include pump stations for two storm

[1] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

basins and a series of storm lines. Installation of the pump stations will require property purchase and grading and landscaping of the storm basin land.

- **Transportation Improvements**—ETMP fees will fund new transportation infrastructure needed to construct the roads in the ETMP and to improve the roads bordering the ETMP area. Required new transportation facilities include road improvements, irrigation improvements, and underground electrical improvements.
- **Potable Water Improvements**—ETMP fees will fund potable water facilities needed to accommodate increased water usage by new development. Required new water facilities include a series of water lines throughout the ETMP area.

Relationship between Use of Fees and Type of Development

The ETMP fees will fund sanitary sewer, storm drainage, transportation, and potable water facilities needed to serve new development in the ETMP Area, as summarized below:

- **Sanitary Sewer Improvements**—New residential development will create sewer flow in the ETMP area. An additional pump station and new sewer mains will create capacity for the sewage system to accommodate the demands of future development.
- **Storm Drainage Improvements**—New residential development will create storm water runoff in the ETMP area. Additional pump stations, storm basins, and storm lines will create capacity for the storm drainage system to accommodate the demands of future development.
- **Transportation Improvements**—New residential development will generate new vehicular trips in the ETMP area. Roadway improvements will accommodate the demands of future development.
- **Potable Water Improvements**—New residential development will create demand for additional potable water in the ETMP area. Construction of a series of water lines in the ETMP area will create capacity for the water system to accommodate the demands of future development.

Relationship between Need for Facility and Type of Project

- **Sanitary Sewer Improvements**—Infrastructure upgrades are necessary to ensure adequate sanitary sewer facilities to serve future residential development in the ETMP area. For new development to occur in the ETMP area, a new pump station and new sewer mains are needed.
- **Storm Drainage Improvements**—Infrastructure upgrades are necessary to ensure adequate storm drainage facilities to serve future residential development in the ETMP area. For new development to occur, new pump stations, storm basins, and storm drainage lines are needed.
- **Transportation Improvements**—Infrastructure upgrades are necessary to ensure adequate transportation facilities to serve future residential development in the ETMP area.

For new development to occur, road improvements, irrigation improvements, and underground electrical improvements are needed to accommodate future use of roads bordering the ETMP area.

- **Potable Water Improvements**—Potable water improvements are necessary to ensure adequate water capacity to serve future residential development in the ETMP area. For new development to occur, additional water lines in the ETMP area are needed.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

All costs of the local ETMP area infrastructure improvements are allocated to new development in the ETMP area, which will receive benefit from ETMP area infrastructure. As a result, development impact fees will support all costs associated with these infrastructure improvements. The infrastructure costs are allocated to the land uses based on each land use's relative demand for the improvements, as described below:

- **Sanitary Sewer Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for sanitary sewer facilities, as measured by wastewater treatment flow factors by land use, expressed in GPD per acre. The cost allocation is the basis for the fee estimates by land use.

- **Storm Drainage Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for storm drainage facilities, as measured by impervious area factors by land use. The cost allocation is the basis for the fee estimates by land use.

- **Transportation Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for transportation facilities, as measured by daily new trip miles generated. The cost allocation is the basis for the fee estimates by land use.

- **Potable Water Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for potable water facilities, as measured by water demand by land use factors, expressed in GPM per acre. The cost allocation is the basis for the fee estimates by land use.

APPENDIX A:

Development Impact Fee Comparison

Table A-1 Single-Family Sanitary Sewer Fee Comparison A-2

Table A-2 Single-Family Storm Drainage Fee Comparison A-3

Table A-3 Single-Family Transportation Fee Comparison A-4

Table A-4 Single-Family Potable Water Fee Comparison A-5

APPENDIX A: DEVELOPMENT IMPACT FEE COMPARISON

Summary

This appendix contains sanitary sewer, storm drainage, transportation, and potable water development impact fee comparison tables and charts to compare the ETMP-proposed development impact fees to the same fees in neighboring cities. For all fees, separate single-family comparisons are included.

Development in the ETMP pays both Turlock city fees and plan area fees, whereas new development in the comparison cities pays only city fees. Some cities, however, (such as Ceres, Manteca, and Merced) have different fees for development in different areas of the city.

The following common assumptions were made for Single-Family uses:

- Fees calculated per dwelling unit
- Sewer Meter Size: 5/8 inch
- Water Meter Size: 5/8 inch

Table A-1
East Tuolumne Master Plan Fee Nexus Study
Single-Family Sanitary Sewer Fee Comparison

Sanitary Sewer

Item	ETMP VLDR [1]	ETMP LDR [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 22	Manteca Zone 24	Merced North of Bear Creek	Merced South of Bear Creek	Atwater [3]
Plan Area Fee	$2,802	$3,262	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City Fee	$211	$211	$6,079	$1,633	$4,905	$7,720	$7,302	$6,036	$5,875	$4,067

ss comp

Source: City of Turlock, City of Ceres, City of Lodi, City of Modesto, City of Manteca, City of Merced; City of Atwater; and EPS.

[1] The VLDR and LDR City sanitary sewer fee consists of the City's Residential Sewer Trunk Capacity Fee. The Residential Sewer Trunk Capacity Fee is $210.55 per dwelling unit.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] City of Atwater recent fee information is not available. Fee information is current as of November, 2013.

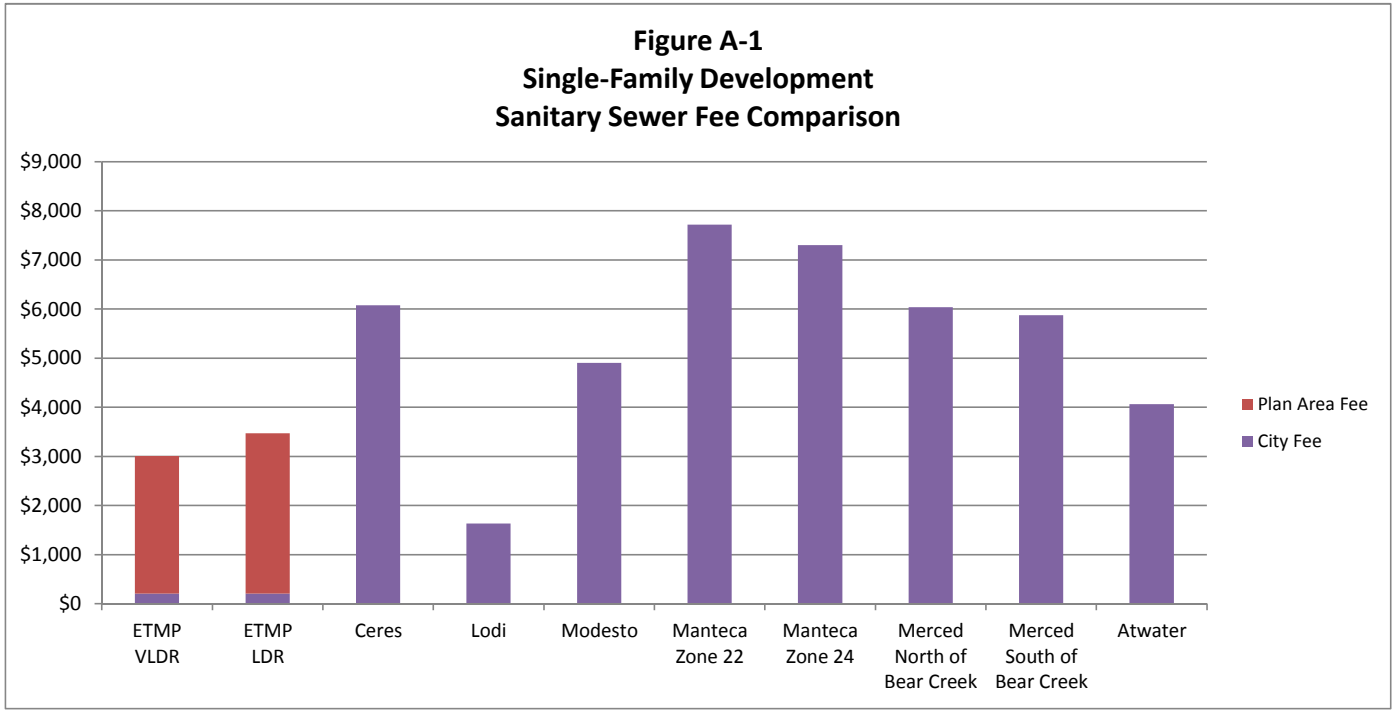


Table A-2
East Tuolumne Master Plan Fee Nexus Study
Single-Family Storm Drainage Fee Comparison

Storm Drainage

Item	ETMP VLDR [1]	ETMP LDR [2]	Ceres Area A	Ceres Area B	Ceres Area C	Ceres Area D	Lodi Zone 1 [3]	Lodi Zone 2 [4]	Modesto	Manteca Zone 32	Manteca Zone 36	Merced [5]	Atwater [5]
Plan Area Fee	$18,509	$16,418	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City Fee	$2,548	$1,978	$605	$489	$1,503	$6,474	N/A	$1,725	$4,905	$585	$896	$205	$205

sd comp

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca.

[1] The Low Density Residential Master Storm Development Fee (2015 Q1) is calculated on a per gross acre basis. The Master Storm Development Fee is adjusted to a per dwelling unit basis as follows: $6,297.93/2.5.
[2] The Low Density Residential Master Storm Development Fee (2015 Q1) is calculated on a per gross acre basis. The Master Storm Development Fee is adjusted to a per dwelling unit basis as follows: $6,297.93/3.2.
[3] Lodi Zone 1 fee is removed due to limited residential growth potential in the area.
[4] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[5] Cities of Merced and Atwater do not charge a storm drainage connection fee. The fee is administered by the Merced Irrigation District.

Figure A-2
Single-Family Development
Storm Drainage Fee Comparison

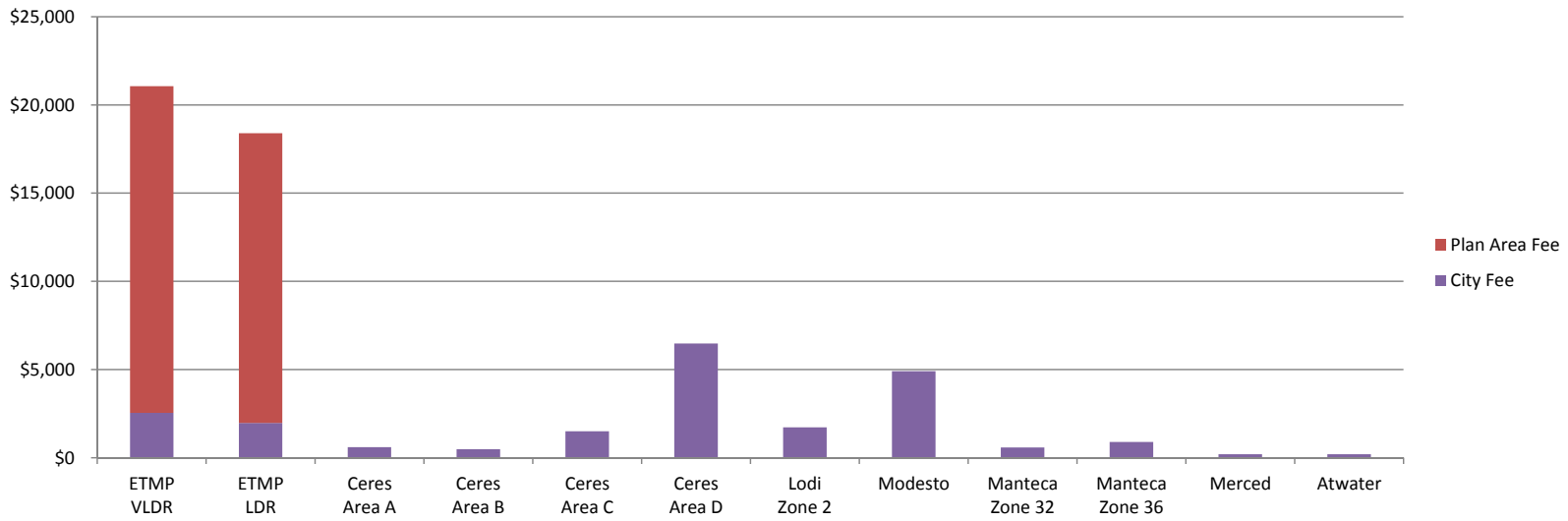


Table A-3
East Tuolumne Master Plan Fee Nexus Study
Single-Family Transportation Fee Comparison

Transportation

Item	ETMP VLDR [1]	ETMP LDR [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 1	Manteca Zone 2	Manteca Zone 3	Manteca Zone 4	Manteca Zone 5	Merced	Atwater [3]
Plan Area Fee	$10,054	$10,054	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City Fee	$11,063	$11,063	$3,096	$289	$6,592	$2,038	$2,665	$2,723	$1,468	$2,366	$2,909	$668

trans comp

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Merced; City of Atwater.

[1] VLDR and LDR City transportation fee calculated by multiplying percentage proportion of Turlock CFF update conducted by EPS in September, 2013 to the City's current CFF rates (2015 Q1). At the time of the CFF update, the transportation portion made up 84 percent of the CFF fee. That percentage is applied to the current CFF Master Plan Area rate. The VLDR and LDR City Fee is calculated as follows: 0.84 * $13,203 = $11,063.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] City of Atwater recent fee information is not available. Fee information is current as of November, 2013.

Figure A-3
Single-Family Development
Transportation Fee Comparison

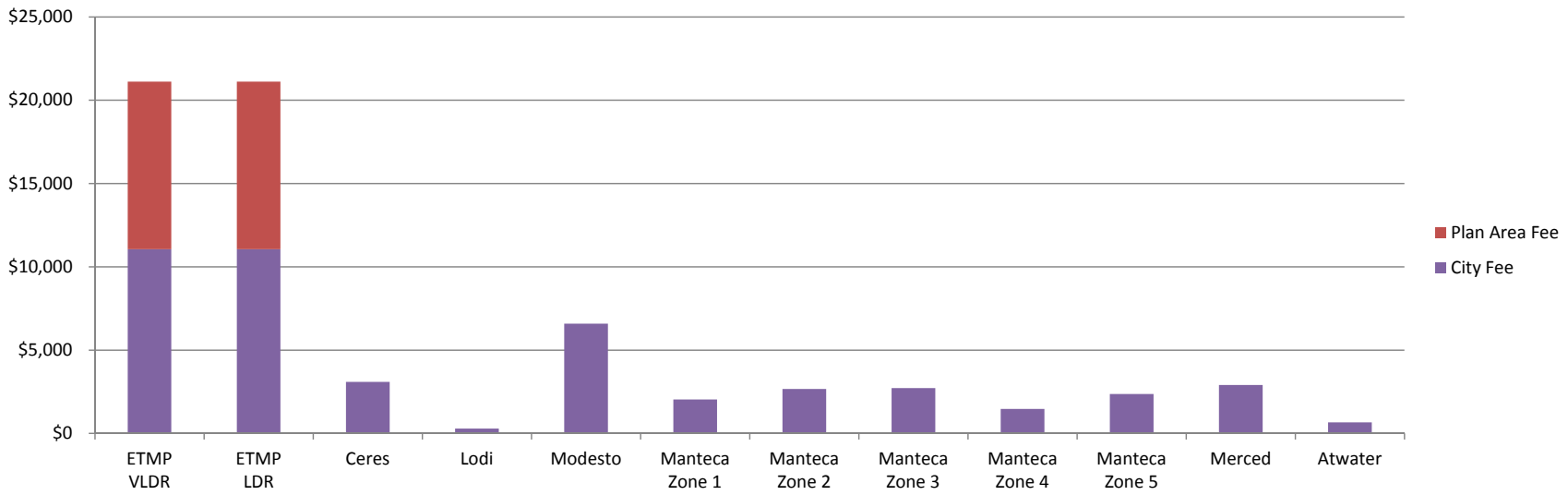


Table A-4
East Tuolumne Master Plan Fee Nexus Study
Single-Family Potable Water Fee Comparison

Potable Water

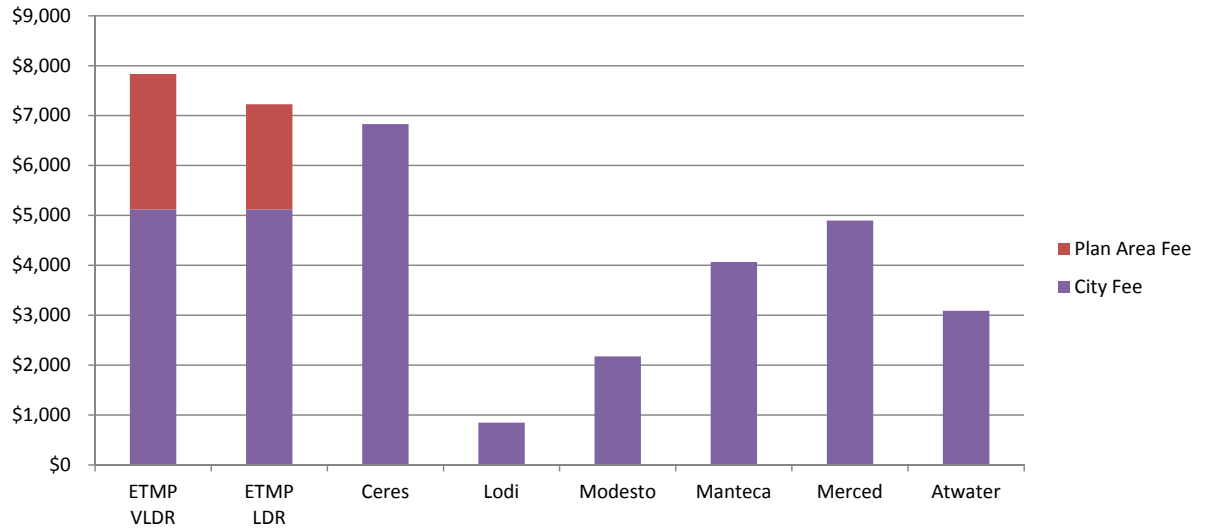
Item	ETMP VLDR [1]	ETMP LDR [1]	Ceres	Lodi [2]	Modesto	Manteca	Merced	Atwater [3]
Plan Area Fee	$2,713	$2,106	N/A	N/A	N/A	N/A	N/A	N/A
City Fee	$5,120	$5,120	$6,831	$846	$2,175	$4,065	$4,898	$3,089

water comp

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Merced; City of Atwater.

[1] VLDR and LDR City Potable Water Fees calculated by adding the 2015 Q1 1" Water Grid Fee ($2870.25) and the 2015 Q1 Local Street 1" Water Connection Charge ($2250) for a total of $5120.25.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] City of Atwater recent fee information is not available. Fee information is current as of November, 2013.

Figure A-4
Single-Family Development
Potable Water Fee Comparison



7C

Council Synopsis

June 23, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Finding the proposed action categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges) and/or Section 15183 [Projects Consistent with a Community Plan or Zoning].

Resolution: Establishing and Adopting a Development Mitigation Fee Program to pay for the Public Facilities required to implement the Morgan Ranch Master Plan within the City of Turlock

Resolution: Establishing and Adopting a Cost Recovery Fee to pay for the cost of preparing the Morgan Ranch Master Plan

2. DISCUSSION OF ISSUE:

The Turlock City Council will consider adoption of the Morgan Ranch Master Plan at its regular meeting of June 23, 2015. Two fees are being proposed to pay for the cost of public facilities required to implement this Master Plan and to recover the cost to the City of Turlock to prepare and adopt the Master Plan. The fees will be imposed as a condition of approval on all entitlements within the Master Plan area. As such, the adoption of the fees are subject to the requirements of the California Mitigation Fee Act which requires that such fees be reasonably related, and proportional to, the costs of the facilities and/or services provided by the City.

Staff provided the revised land use projections and infrastructure needs and corresponding construction cost estimates for public facilities identified in the Morgan Ranch Master Plan to Economic Planning Systems (EPS) of Sacramento (see Attachment 1). EPS used the provided information to prepare the attached "Final Report Morgan Ranch Master Plan Fee Nexus Study" dated June 1, 2015. EPS used the construction cost information to calculate the required fees that will need to be collected for four specific infrastructure areas. These areas are Water, Sewer, Transportation and Administration and are set forth below:

Table 3
Morgan Ranch Nexus Study
Summary of Backbone Infrastructure Costs

	Estimated Costs			
Item	Transportation	Sanitary Sewer	Water	Total
Source	*Table 4*	*Table 5*	*Table 6*	-
Total Construction Cost	$12,304,381	$1,154,409	$3,138,240	**$16,597,029**
Less CFF [1]	($4,321,284)	$0	$0	**($4,321,284)**
Total Cost	**$7,983,097**	**$1,154,409**	**$3,138,240**	**$12,275,745**

cost sum

[1] Source: City of Turlock Capital Facilities Fee Nexus Study.

The Morgan Ranch fee by land use type is shown in Table 1 of the "Final Report Morgan Ranch Master Plan Fee Nexus Study" attached as Exhibit A to the proposed resolution (Attachment 1). Administration of the fee will be paid by levying an additional three (3%) percent on top of the infrastructure costs listed above.

The Morgan Ranch Master Plan mitigation fee will be collected at time of building permit application. Fees collected will be used for the construction of master plan improvements or to reimburse the developers for installing the master plan improvements.

A Cost Recovery Fee is proposed to reimburse the City for the cost of the master planning process. The fee is roughly $1,985 per gross acre and shall be imposed as a condition of approval on any subdivision or parcel map within the Morgan Ranch Master Plan area. For listed parcels that are not subdivided in the course of development, the fee will be assessed at the time of entitlement. The allocation of cost by parcel is show in Exhibit B of the resolution (Attachment 2).

Staff recommends Council adopt the "Final Report Morgan Ranch Master Plan Fee Nexus Study", establish the Master Plan development mitigation fee program, and adopt the Morgan Ranch Master Plan Recovery Fee, as outlined in the attached resolutions. It should be noted that the fees will not go into effect for 60 days.

3. BASIS FOR RECOMMENDATION:

A. City and State policy is that the legislative body shall approve all fee programs.

B. Without the implementation of these fee programs, the fair and equitable distribution of infrastructure and master plan costs will not be possible.

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

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

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

Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Staff recommends adoption of a Morgan Ranch Master Plan development mitigation fee program to establish a mechanism for the systematic and equitable funding of public facility improvements within the Morgan Ranch Master Plan area.

No General Fund money will be used to fund any public infrastructure or the master plan documentation.

Budget Amendment: None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

A Mitigated Negative Declaration was prepared and adopted for the Morgan Ranch Master Plan. No additional CEQA action is required as this action represents a financing mechanism that is exempt pursuant to CEQA Guidelines Section 15273 (Rates, Tolls, Fares, and Charges) and/or Section 15183 [Projects Consistent with a Community Plan or Zoning].

7. ALTERNATIVES:

The City Council may choose not to adopt the fee programs; however, such an action would be inconsistent with the Council's Strategic Plan and would require the City to identify an alternative funding mechanism to pay for the construction of public facilities and the planning required to support the development of the Morgan Ranch Master Plan area. The City Council advanced funding for the planning costs from its Capital Facility Fee and that funding would need to be paid back through an alternative funding source.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING AND ADOPTING A DEVELOPMENT MITIGATION FEE PROGRAM TO PAY FOR THE PUBLIC FACILITIES REQUIRED TO IMPLEMENT THE MORGAN RANCH MASTER PLAN WITHIN THE CITY OF TURLOCK	**RESOLUTION NO. 2015-**

WHEREAS, on June 23, 2015, the City Council of the City of Turlock adopted the Morgan Ranch Master Plan by Council Resolution 2015-XX encompassing approximately 170 acres of property in south Turlock; and

WHEREAS, the City Council of the City of Turlock finds that the adoption of a plan area development mitigation fee program that pays for public facilities would be the most appropriate means of financing public facilities and infrastructure in the Morgan Ranch Master Plan area; and

WHEREAS, California Government Code Section 66001 permits a local agency to impose fees as a condition of approval on new development pay for the reasonable cost of infrastructure improvements identified in a general or specific plan adopted by a local agency; and

WHEREAS, California Government Code Section 66016(a) states that "Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess."; and

WHEREAS, California Government Code Section 66018(a) states that "Prior to adopting an ordinance, resolution, or other legislative enactment adopting a new fee or approving an increase in an existing fee to which this section applies, a local agency shall hold a public hearing, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, shall be published in accordance with Section 6062a."; and

WHEREAS, the City of Turlock transmitted a notice of the meeting to establish the Morgan Ranch Master Plan development mitigation fee program to any interested party who filed a written request with the City of Turlock on June 4, 2015; and

WHEREAS, the City of Turlock has made available to the public data indicating the amount of estimated cost required to provide the service for which the service charge is levied; and

WHEREAS, the City of Turlock published a notice in the Turlock Journal, a newspaper of general circulation within the City of Turlock in accordance with California Government Code Section 6062a; and

WHEREAS, the report prepared by Economic and Planning Systems, Inc., entitled "Final Report Morgan Ranch Master Plan Fee Nexus Study" dated June 1, 2015, attached hereto as Exhibit A, shows the need for, and calculated the amount of, the development mitigation fee required to pay for the construction of infrastructure improvements consistent with the infrastructure plan contained within the Morgan Ranch Master Plan; and

WHEREAS, the "Final Report Morgan Ranch Master Plan Fee Nexus Study", attached hereto as Exhibit A, identifies the cost of needed public facilities with costs allocated according to the type of land use; and

WHEREAS, a public hearing was held on June 23, 2015 by the City Council of the City of Turlock to consider public testimony on the Morgan Ranch Master Plan development mitigation fee program.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock finds and determines that:

1. The purpose of these fees is to finance infrastructure improvements required to provide essential services to the Morgan Ranch Master Plan area.

2. The fees collected pursuant to this resolution shall be used for the purpose of providing a fair share of the funding of public facility costs within the Morgan Ranch Master Plan area.

3. There is a need to impose a development mitigation fee in order for the development to be consistent with the Morgan Ranch Master Plan.

4. The facts and evidence presented to the City Council of the City of Turlock, including the above-referenced study and analysis, establish that there is a reasonable relationship between the need for the infrastructure improvements and the impacts of the types of developments described in the Morgan Ranch Master Plan are, and, there is a reasonable relationship between the fee's use and the type of development for which the fee is charged.

5. The cost estimates contained in Exhibit A are reasonable cost estimates for constructing the necessary public facilities, and the fees expected to be generated by new development will not exceed the total of these costs.

6. The proposed fee is consistent with the City of Turlock General Plan and the Morgan Ranch Master Plan.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find and determine that the action to adopt the Morgan Ranch Master Plan development mitigation fee program is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15273(a)(4) [Rates, Tolls, Fares, and Charges] and/or Section 15183 [Projects Consistent with a Community Plan or Zoning].

BE IT FURTHER RESOLVED by the City Council of the City of Turlock does hereby adopt Morgan Ranch Plan development mitigation fee program based upon the report prepared by Economic and Planning Systems, Inc., entitled "Final Report Morgan Ranch Master Plan Fee Nexus Study" dated January 19, 2015, attached hereto as Exhibit A, for all development that occurs within the Morgan Ranch Master Plan area.

BE IT FURTHER RESOLVED by the City Council of the City of Turlock that:

1. Fee Imposed: The revised fee shall be charged and paid upon issuance of a building permit, occupancy, or any other time established by ordinance or resolution adopted by the City Council of the City of Turlock.

2. Fee Amount: The amount of the Morgan Ranch Master Plan development mitigation fee for public facilities is based on the proposed land use contained in the "Final Report Morgan Ranch Master Plan Fee Nexus Study", attached hereto as Exhibit A, which is consistent with the findings of the study prepared by Economic and Planning Systems, Inc., attached hereto as Exhibit A. The amounts shown in Exhibit A will be increased by the

Engineering News Record (ENR) Index on a quarterly basis to account for inflation. The ENR Index of 862.42 (1st quarter 2015) is the base line index to be used for quarterly adjustments.

3. Use of Fee: The fee shall be used solely to pay for the fair share of the total infrastructure costs as defined in the study attached as Exhibit A.

4. Effective Date: This resolution will become effective 60 days after the date of its adoption by the City Council of the City of Turlock.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

Final Report

The Economics of Land Use

Morgan Ranch Master Plan Fee Nexus Study

Prepared for:

City of Turlock

Prepared by:

Economic & Planning Systems, Inc. (EPS)

June 1, 2015

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1. EXECUTIVE SUMMARY

Introduction

The City of Turlock (City) retained Economic & Planning Systems, Inc. (EPS) to prepare this Morgan Ranch Master Plan (Morgan Ranch or Master Plan) Development Impact Fee Nexus Study that will serve as the basis for establishing the Morgan Ranch development impact fees (Morgan Ranch fees or Master Plan fees). These fees are charged on new development in the Morgan Ranch area to fund the following backbone infrastructure improvements needed to serve the Master Plan area:

- Transportation facilities
- Sanitary sewer facilities
- Water facilities

A Master Plan was first proposed by property owners in 2004. In 2005, a number of development concepts were analyzed. One of the landowners intending to develop property in the Morgan Ranch area agreed to fund the preparation of the Master Plan. When demand for new housing dropped significantly in 2008, all efforts to prepare the Master Plan were halted.

In 2010, the City agreed to take over the responsibility of funding and completing the Master Plan. Quad Knopf, Inc. was selected as the prime consultant to prepare the Master Plan and its accompanying Environmental Impact Report. Preparation of the Master Plan commenced in 2011 as a coordinated effort between the City of Turlock, the Quad Knopf consulting team, and several technical subconsultants. Since, a draft Master Plan was completed in March 2015.

Purpose

The purpose of this study is to establish the nexus between new development in the Master Plan area and the transportation, sanitary sewer, and water facilities required to serve that development. This nexus will serve as the basis for establishing the Morgan Ranch fees under Assembly Bill (AB) 1600 legislation, as codified by California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition." Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.

- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Determine a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

Existing Citywide Fees

The City currently requires payment of citywide fees for all new development within the City boundaries. Thus, development in Morgan Ranch must pay the citywide fees in addition to the Master Plan fees. The following fees are included in the citywide fee program:

- **Capital Facility Fees (CFF)** fund capital facilities for roadways, police, fire, and general City government.
- **Wastewater Plant Capacity Fees** fund sewer treatment plant expansions needed to accommodate added sewer flow resulting from new development.
- **Sewer Trunk Capacity Fees** fund construction of citywide sewer trunk lines or the oversizing of normal-sized sewer lines to become sewer trunk lines.
- **Master Storm Drainage Fee** funds the improvement of citywide drainage facilities, including master storm drains and master detention basins.
- **Water Capital Facilities Fee (Water Grid Fee)** funds the improvement of major water supply, transmission, and storage facilities.
- **Additional Fees—**In addition to the major fees listed above, the City charges some additional fees on new development:
  - **Street Light Development Fees.**
  - **Sewer and Water Connection Fees.**
  - **Sewer and Water Frontage Fees.**
  - **Water Meter Fees.**

Proposed Morgan Ranch Fees

The Morgan Ranch fees are based on the estimated benefit received by future development in the Master Plan area for Morgan Ranch facilities to be constructed. The total proposed transportation, sanitary sewer, and water fees for each land use in the Master Plan area are shown in **Table 1**. Residential fees will be charged per dwelling unit; and nonresidential fees will be charged per 1,000 building square feet constructed.

Table 1
Morgan Ranch Nexus Study
Fee Summary

	Morgan Ranch Fee					
Land Use	Transportation	Sanitary Sewer	Water	Subtotal	Administration	Total
Source	*Table 7*	*Table 8*	*Table 9*		*3%*	
Residential	*per dwelling unit*					
Very Low Density Residential	$8,593	$1,306	$8,523	**$18,422**	$553	**$18,975**
Low Density Residential	$8,593	$1,306	$5,114	**$15,013**	$450	**$15,463**
Low-Medium Density Residential	$8,593	$1,306	$3,409	**$13,308**	$399	**$13,707**
Medium Density Residential	$8,593	$1,039	$2,324	**$11,956**	$359	**$12,315**
High Density Residential	$6,002	$877	$2,779	**$9,658**	$290	**$9,948**
Nonresidential	*per 1,000 bldg. sq. ft.*					
Community Commercial	$10,833	$375	$1,123	**$12,331**	$370	**$12,701**
Office	$5,190	$268	$802	**$6,260**	$188	**$6,448**
						sum fee

Report Organization

This report is divided into five chapters and one appendix:

- **Chapter 1** includes this executive summary.
- **Chapter 2** describes the future development and facility needs.
- **Chapter 3** provides the fee calculation for the improvement of facilities.
- **Chapter 4** describes how the fees will be implemented and updated.
- **Chapter 5** provides the nexus findings for the improvement fees.
- **Appendix A** includes comparisons of the Morgan Ranch fees to similar fees in nearby jurisdictions.

2. FUTURE DEVELOPMENT AND FACILITY NEEDS

This chapter describes the amount of development planned to occur in the Master Plan area and the public facility improvements necessary to provide adequate services to this new development.

Land Use

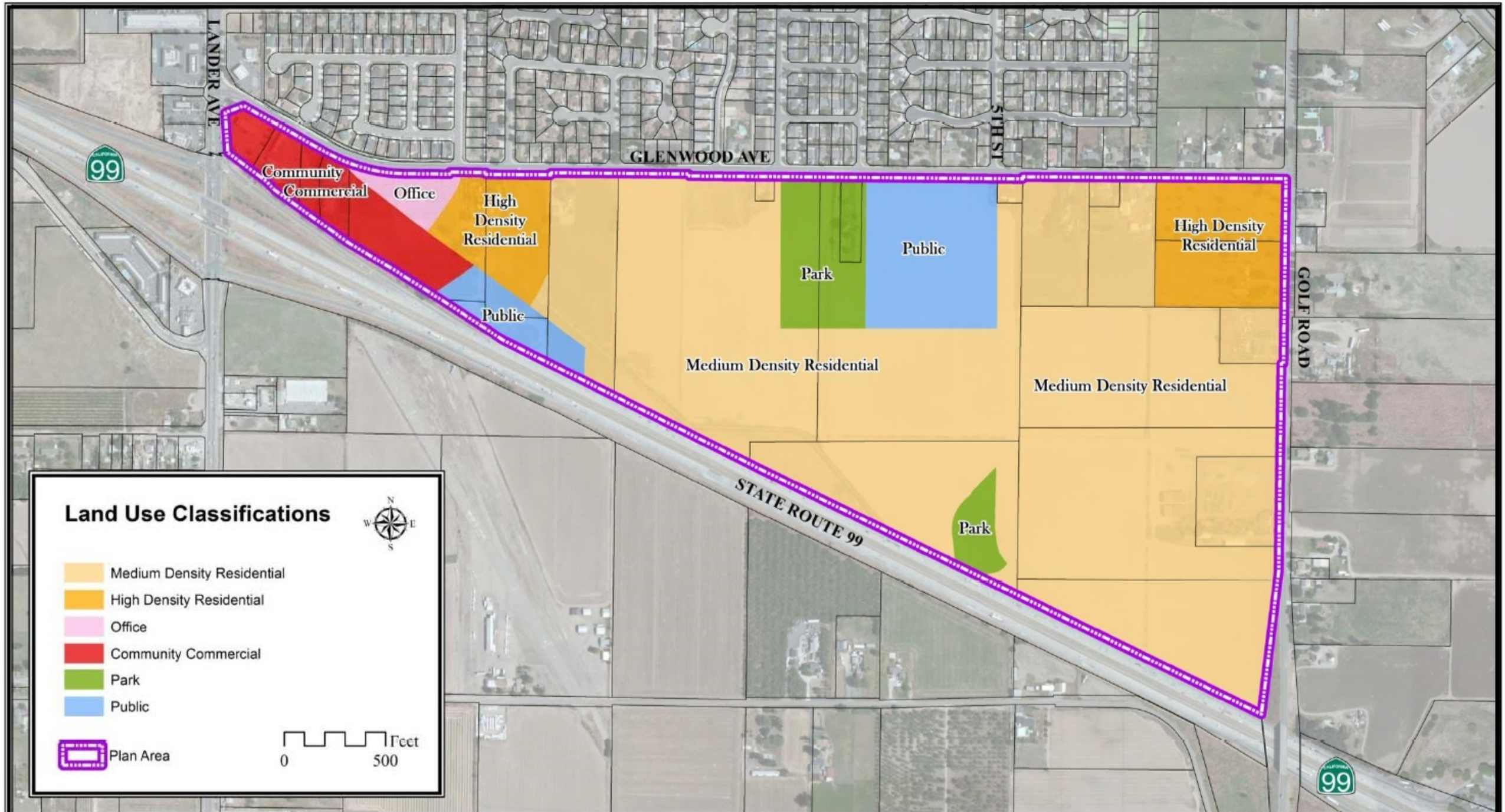
In total, the Master Plan area encompasses approximately 171 acres of land located within the City of Turlock and described in the City's General Plan as the "roughly triangular area that is bounded by State Highway 99 to the south, Golf Road to the east, and Glenwood Avenue to the north." Approximately 112 acres remain to be developed for residential, commercial, and office uses. The other 49 acres are composed of existing commercial and residential development, and storm drainage basin, two future park sites, an additional future drainage basin, and a future elementary school. **Map 1** shows the location of Morgan Ranch, as well as the Master Plan land uses.

The developable land in Morgan Ranch consists of low-medium density residential, high density residential, community commercial, and office uses, as shown in **Table 2**. The land use designations and estimated acres and development projections are based on information provided by the City. This planned development also is discussed in the 2015 Draft Morgan Ranch Master Plan. The land use classifications are more specifically described in the City's General Plan.

Infrastructure Requirements

To ensure successful development of the Master Plan area, infrastructure upgrades are necessary. The Morgan Ranch fees cover the costs of improvements not covered by the existing citywide fee program. The Morgan Ranch fees include funding for transportation, sanitary sewer, and water facilities.

The City provided cost estimates for the transportation, sanitary sewer, and water infrastructure upgrades to be funded through Morgan Ranch fees. **Table 3** summarizes these costs. The estimates are reduced by the City share of the transportation costs for improvements needed to serve citywide development. Infrastructure requirements and estimated costs are detailed for the respective infrastructure items in **Tables 4** through **6**. The City has also indicated that any storm drainage facilities within the Master Plan area would be handled through the City Master Storm Drainage Fee. Thus, the required storm drainage facilities and associated costs are left out of this nexus study.



Quad Knopf

CITY OF TURLOCK INC. 1906

LAND USE PLAN

Morgan Ranch Master Plan

Figure 1

Table 2
Morgan Ranch Nexus Study
Morgan Ranch Land Use Assumptions

Land Use Category	Gross Acres [1]	Units per Acre/ FAR [2]	Dwelling Units/ Building Sq. Ft.
Residential		*units/ac.*	*dwelling units*
Very Low Density Residential	0.0	3.0	0
Low Density Residential	0.0	5.0	0
Low-Medium Density Residential	94.6	7.5	709
Medium Density Residential	0.0	11.0	0
High Density Residential	13.4	18.0	240
Subtotal Residential	**107.9**	**-**	**949**
Nonresidential		*FAR*	*bldg. sq. ft.*
Community Commercial	3.0	0.25	32,452
Office	1.3	0.35	19,058
Subtotal Nonresidential	**4.2**	**-**	**51,510**

lu

Source: City of Turlock; Carollo, 2013: Sewer System Master Plan and Storm Water Master Plan.

[1] Gross acres were determined by identifying developable area excluding existing development.
[2] Low-Medium Density Residential and High Density Residential densities provided by the City. Other residential land use densities based on assumptions used City of Turlock Sewer System Master Plan and Storm Water Master Plan.

Table 3
Morgan Ranch Nexus Study
Summary of Backbone Infrastructure Costs

	Estimated Costs			
Item	Transportation	Sanitary Sewer	Water	Total
Source	*Table 4*	*Table 5*	*Table 6*	-
Total Construction Cost	$12,304,381	$1,154,409	$3,138,240	**$16,597,029**
Less CFF [1]	($4,321,284)	$0	$0	**($4,321,284)**
Total Cost	**$7,983,097**	**$1,154,409**	**$3,138,240**	**$12,275,745**
				cost sum

[1] Source: City of Turlock Capital Facilities Fee Nexus Study.

Table 4
Morgan Ranch Nexus Study
Transportation Facilities Costs

Costs - Transportation

	Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total	Less CFF Share	Amount for Fee
Formula		*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*f = c + d + e*	*g*	*f + g*
Percent			*10.00%*		*10.00%*	*8.00%*			
Transportation Project									
1	Traffic signal at GSB, Berkeley, Golf [1]	$2,500,000	$250,000	$2,750,000	$275,000	$220,000	$3,245,000	($1,460,000)	$1,785,000
2	Construct new Morgan Ranch two lane divided arterial and RAB from Baywood to Golf Rd	$3,119,478	$311,948	$3,431,425	$343,143	$274,514	$4,049,082	($1,473,601)	$2,575,481
3	Construct new Morgan Ranch four lane arterial from Baywood to Lander	$538,623	$53,862	$592,485	$59,249	$47,399	$699,133	($722,531)	($23,398)
4	Construct Golf Road as two lane divided arterial from Glenwood to 99	$523,414	$52,341	$575,755	$57,575	$46,060	$679,391	($465,152)	$214,239
5	Provide safety and improvements to Golf Road from Linwood to Berkeley (County)	$195,978	$19,598	$215,576	$21,558	$17,246	$254,379	$0	$254,379
6	Block wall along Hwy 99	$400,000	$40,000	$440,000	$44,000	$35,200	$519,200	$0	$519,200
7	Irrigation Line (West)	$826,000	$82,600	$908,600	$90,860	$72,688	$1,072,148	$0	$1,072,148
8	Irrigation Line (East)	$490,000	$49,000	$539,000	$53,900	$43,120	$636,020	$0	$636,020
9	Right turn pocket at lander and E. Glenwood (Should this be here if in cff)	$200,000	$20,000	$220,000	$22,000	$17,600	$259,600	($200,000)	$59,600
10	Underground Overhead Utilities on Glenwood	$368,000	$36,800	$404,800	$40,480	$32,384	$477,664	$0	$477,664
11	Underground Overhead Utilities on Golf	$318,000	$31,800	$349,800	$34,980	$27,984	$412,764	$0	$412,764
	Total Transportation Facility Cost	**$9,479,492**	**$947,949**	**$10,427,441**	**$1,042,744**	**$834,195**	**$12,304,381**	**($4,321,284)**	**$7,983,097**

trans cost

Source: Morgan Ranch Master Plan - Transportation Component.

[1] Stanislaus County estimates the improvements cost at $5,000,000 of which 50% is allocated to the City of Turlock. The CFF share is $1,460,000, so the remaining $1,785,000 ($1,040,000 construction cost, $250,000 contingency, $275,000 for engineering, bonding, and project management) will be from the Morgan Ranch Master Plan Fee.

Table 5
Morgan Ranch Nexus Study
Sanitary Sewer Facilities Costs

Costs - Sanitary Sewer

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Sanitary Sewer Project						
1 Sewer Line in Glenwood Ave from 5th St to Golf Rd	$106,875	$10,688	$117,563	$11,756	$9,405	$138,724
2 Sewer Line in Golf Rd from Glenwood Ave to New Arterial	$97,500	$9,750	$107,250	$10,725	$8,580	$126,555
3 Sewer Line in Golf Rd from Glenwood Ave to Linwood Ave	$140,000	$14,000	$154,000	$15,400	$12,320	$181,720
4 Sewer Line in Linwood Ave from Golf Rd to Existing 24" Line	$80,000	$8,000	$88,000	$8,800	$7,040	$103,840
5 Sewer Lift Station Property Acquisition	$65,000	$6,500	$71,500	$7,150	$5,720	$84,370
6 Sewer Lift Station on Glenwood Ave at Golf Rd	$400,000	$40,000	$440,000	$44,000	$35,200	$519,200
Total Sanitary Sewer Facility Cost	**$889,375**	**$88,938**	**$978,313**	**$97,831**	**$78,265**	**$1,154,409**

sewer cost

Source: Morgan Ranch Master Plan - Sewer Component.

Table 6
Morgan Ranch Nexus Study
Water Facilities Costs

Costs - Water

Project	Construction Cost	Contingency	Subtotal w/ Contingency	Engineering, Bonding & Project Mngmt.	Plan Check & Inspection Costs [1]	Total
Formula	*a*	*b = a * 10%*	*c = a + b*	*d = c * 10%*	*e = c * 8%*	*c + d + e*
Percent		*10.00%*		*10.00%*	*8.00%*	
Water Project						
1 Water Line in Glenwood Ave from East of 5th St to Golf Rd	$66,000	$6,600	$72,600	$7,260	$5,808	$85,668
2 Water Line in 5th St from Glenwood Ave to New Arterial	$78,000	$7,800	$85,800	$8,580	$6,864	$101,244
3 Water Line in 5th St from New Arterial to Well Site	$123,000	$12,300	$135,300	$13,530	$10,824	$159,654
4 Water Line in Golf Road from Linwood Ave to Glenwood Ave	$98,000	$9,800	$107,800	$10,780	$8,624	$127,204
5 Water Line in Golf Road from Glenwood Ave to New Arterial	$105,000	$10,500	$115,500	$11,550	$9,240	$136,290
6 Water Line in Golf Road from New Arterial to Well Site	$77,000	$7,700	$84,700	$8,470	$6,776	$99,946
7 Water Line in New Arterial From Glenwood Ave to 5th Street	$260,750	$26,075	$286,825	$28,683	$22,946	$338,454
8 Water Line in New Arterial From 5th Street to Golf Rd	$105,000	$10,500	$115,500	$11,550	$9,240	$136,290
9 Water Well Property Acquisition	$130,000	$13,000	$143,000	$14,300	$11,440	$168,740
10 Water Well	$750,000	$75,000	$825,000	$82,500	$66,000	$973,500
11 Irrigation Well at Storm Pond and Park	$300,000	$30,000	$330,000	$33,000	$26,400	$389,400
12 Purple Pipe System in Street to serve storm basin, park and median	$325,000	$32,500	$357,500	$35,750	$28,600	$421,850
Total Water Facility Cost	**$2,417,750**	**$241,775**	**$2,659,525**	**$265,953**	**$212,762**	**$3,138,240**

water cost

Source: Morgan Ranch Master Plan - Water Component.

Transportation Improvements

The Morgan Ranch fees will fund transportation improvements needed by the Master Plan area. These improvements include road improvements, a new traffic signal, irrigation improvements, a sound wall, and underground electrical improvements. The transportation facilities cost to be funded by the Morgan Ranch fee totals approximately $8.0 million.

Note: Proposed Morgan Ranch transportation facilities exclude any facilities included in the citywide transportation fee program.

Sanitary Sewer Improvements

The Morgan Ranch fees will fund sanitary sewer improvements needed by the Master Plan area. These improvements include a series of sewer mains and a lift station, as well as the required land acquisition for the lift station. The sanitary sewer facilities cost to be funded by the Morgan Ranch fees totals approximately $1.2 million.

Note: Proposed Morgan Ranch sanitary sewer facilities exclude any facilities included in the citywide sanitary sewer fee program.

Water Improvements

The Morgan Ranch fees will fund water improvements needed by the Master Plan area, as well as land acquisition for the improvements. The required land acquisition and improvements include the following items:

- Property purchase for a water well.
- A water well.
- Water lines.
- An irrigation well.
- Purple pipe system.

The net water facilities cost to be funded by the Morgan Ranch fee totals approximately $3.1 million.

Note: Proposed Morgan Ranch water facilities exclude any facilities included in the citywide water fee program.

3. COST ALLOCATION AND MORGAN RANCH FEES

Introduction

For each facility type, the Morgan Ranch fees are estimated by allocating the improvement costs (detailed in the previous chapter) to the various land uses, based on each land use's relative demand for the facility type. The Morgan Ranch fees are calculated on a per-dwelling-unit basis for residential uses and per 1,000 building square feet for nonresidential uses. The City charges an additional 3 percent to administer the fee program. The Morgan Ranch fees were summarized in **Table 1** in the first chapter.

The specific steps in allocating the costs and estimating the fees for each facility type are outlined below:

1. Determine the improvement costs benefiting the Master Plan area. These improvement costs were detailed in the previous chapter.

2. Determine the use factor, or level of demand, for each land use. This use factor is either expressed per dwelling unit, per 1,000 building square feet, or per acre.

3. Multiply the use factor by the projected amount of development (dwelling units, per 1,000 building square feet, or acres, depending on whether the use factor is expressed per dwelling unit, per 1,000 building square feet, or per acre) to derive the facility demand for each land use category. Use these demand estimates to calculate the percentage distribution of total demand across land uses.

4. Allocate the net improvement costs from step 1 to the various land uses based on each land use's percentage of total facility demand.

5. For each Morgan Ranch land use, divide the allocated cost by the number of dwelling units for residential uses, or per 1,000 building square feet for nonresidential uses to determine the fee per dwelling unit, or per 1,000 building square feet.

Although only Low-Medium Density Residential (LMDR) and High Density Residential development is included in Morgan Ranch for residential uses, a fee also is established for the other City General Plan residential uses to address the possibility of zoning changes. Each of these fees is calculated as the use factor for the particular land use divided by the LMDR use factor multiplied by the LMDR fee. In other words, the fee is estimated as the relative facility demand for the particular land use as a percentage of the LMDR demand multiplied by the LMDR fee.

Transportation Facility Cost Allocation

Table 7 details the transportation facility cost allocation and fee estimates. Transportation facility costs are allocated to the various land uses based on the estimated daily trips per dwelling unit for residential land uses, or per 1,000 building square feet for nonresidential uses.

Table 7
Morgan Ranch Nexus Study
Transportation Projects Cost Allocation

Transportation Allocation

Land Use	Dwelling Units/ Bldg. Sq. Ft.	Cost Allocation Basis: Daily Trips per DU/ 1,000 Bldg. Sq. Ft.	Average Trip Length	Trip End-to-End Reduction Factor	VMT per DU/ 1,000 Bldg. Sq. Ft.	DUE Factor	New Trip Miles Generated	Distribution of Trip Miles Generated	Cost Allocation: Assigned Cost	Per DU/ 1,000 Bldg. Sq. Ft. [1]
Formula	*a*	*b*	*c*	*d*	*e = b*c*d*	*f = e / LMDR e*	*g = a * e*	*h = g / total g*	*i = h * total cost*	*i / a*
Residential	*units*	*per unit*			*per unit*					*per unit*
Very Low Density Residential	0	9.52	9.7	70%	65	1.00	0	0.0%	$0	**$8,593**
Low Density Residential	0	9.52	9.7	70%	65	1.00	0	0.0%	$0	**$8,593**
Low-Medium Density Residential (LMDR)	709	9.52	9.7	70%	65	1.00	45,830	76.3%	$6,092,125	**$8,593**
Medium Density Residential	0	9.52	9.7	70%	65	1.00	0	0.0%	$0	**$8,593**
High Density Residential (HDR)	240	6.65	9.7	70%	45	0.70	10,837	18.0%	$1,440,517	**$6,002**
Subtotal Residential	**949**						**56,667**	**94.4%**	**$7,532,642**	
Formula	*a*	*b*	*c*	*d*	*e = b*c*d*	*f = e / LDR e*	*g = a * e / 1,000*	*h = g / total g*	*i = h * total h*	*i / a *1,000*
Nonresidential	*bldg. sq. ft.*	*per 1,000 bldg. sq. ft.*			*per 1,000 bldg. sq. ft.*					*per 1,000 bldg. sq. ft.*
Community Commercial	32,452	67.91	4.0	30%	81	1.26	2,645	4.4%	$351,540	**$10,833**
Office	19,058	11.03	11.8	30%	39	0.60	744	1.2%	$98,915	**$5,190**
Subtotal Nonresidential	**51,510**						**3,389**	**5.6%**	**$450,455**	
Total Plan Area							**60,056**	**100.0%**	**$7,983,097**	

trans alloc

Source: Institute of Transportation Engineers, Trip Generation Handbook, 9th Edition; City of Turlock; EPS.

[1] A cost per DU is estimated for all residential land uses to account for the possibility of a zoning change. For land uses that are not proposed for the Morgan Ranch Master Plan, cost per DU = DUE factor * LMDR cost per DU.

The estimated daily trips per dwelling unit or per 1,000 building square feet were obtained from the Institute of Transportation Engineers' Trip Generation Handbook, 9th Edition. These factors are used to estimate the number of new trip miles generated for each land use. The transportation facility costs are allocated to the Morgan Ranch land uses based on the distribution of new trip miles generated by future development. For each residential land use, the fee per dwelling unit is estimated as the allocated cost divided by the number of dwelling units for that land use. For each nonresidential land use, the fee per 1,000 building square feet is estimated as the allocated cost divided by the building square footage times 1,000 for that land use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for Morgan Ranch to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 7****.*

Sanitary Sewer Cost Allocation

Table 8 details the sanitary sewer cost allocation and fee estimate. Sanitary sewer costs are allocated to the Morgan Ranch land uses based on the estimated wastewater treatment flow by land use, expressed in gallons per day (GPD) per acre. The estimated GPD per acre factors were obtained from the City Sewer System Master Plan (Carollo, 2013). These factors are used to estimate each land use's relative sanitary sewer facility demand. The sanitary sewer costs are allocated to the Morgan Ranch land uses based on the demand distribution among the land uses. The fee per dwelling unit for each residential land use is estimated as the allocated cost divided by the number of dwelling units for that land use. The fee per 1,000 building square feet for each nonresidential land use is estimated as the allocated cost divided by the total building square feet, times 1,000 for that land use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for Morgan Ranch to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 8****.*

Table 8
Morgan Ranch Nexus Study
Sanitary Sewer Cost Allocation

Sanitary Sewer Allocation

Land Use	Development: Acres	Development: Dwelling Units per Acre/FAR	Development: Bldg. Sq. Ft. per Acre	Cost Allocation Basis: GPD per Acre [1] [2] [3] [4]	Cost Allocation Basis: DUE Factor per Acre	Cost Allocation Basis: Sewer Demand (GPD)	Cost Allocation Basis: Distribution of Sewer Demand	Cost Allocation: Assigned Cost	Cost Allocation: Per Acre [5]	Cost Allocation: Per Dwelling Unit/1,000 Bldg. Sq. Ft.
Formula	*a*	*b*	-	*c*	*d = c / LMDR c*	*e = a * c*	*f = e / total e*	*g = f * total cost*	*h = g / a*	*h / b*
Residential		*units/acre*								*per unit*
Very Low Density Residential (VLDR)	0.0	3.0	-	720	0.40	0	0.0%	$0	$3,918	**$1,306**
Low Density Residential (LDR)	0.0	5.0	-	1,200	0.67	0	0.0%	$0	$6,530	**$1,306**
Low-Medium Density Residential (LMDR)	94.6	7.5	-	1,800	1.00	170,237	80.2%	$926,325	$9,795	**$1,306**
Medium Density Residential	0.0	11.0	-	2,100	1.17	0	0.0%	$0	$11,427	**$1,039**
High Density Residential (HDR)	13.4	18.0	-	2,900	1.61	38,744	18.3%	$210,821	$15,780	**$877**
Subtotal Residential	**107.9**					**208,981**	**98.5%**	**$1,137,146**		
Formula	*a*	*b*	*c = b * 43,560*	*d*	*e = d / LDR c*	*f = a * d*	*g = f / total demand*	*h = g * total cost*	*i = h / a*	*i / c * 1,000*
Nonresidential		*FAR*	*bldg. sq. ft.*							*per 1,000 bldg. sq. ft.*
Community Commercial	3.0	0.25	10,890	750	0.42	2,235	1.1%	$12,162	$4,081	**$375**
Office	1.3	0.35	15,246	750	0.42	938	0.4%	$5,101	$4,081	**$268**
Subtotal Nonresidential	**4.2**					**3,173**	**1.5%**	**$17,263**		
Total	**112.2**					**212,153**	**100.0%**	**$1,154,409**		

sewer alloc

Source: City of Turlock; Turlock Sewer System Master Plan (Carollo, Oct. 2013); EPS.

[1] Gallons per Day (GPD) per Acre assumptions based on Turlock Sewer System Master Plan (Carollo, Oct. 2013).
[2] The Sanitary Sewer Master Plan includes a VLDR factor of 384 GPD per Acre. This factor is based on an average density of 1.6 VLDR units per acre. Since the analysis assumes an average density of 3.0 units per acre for potential VLDR use, the VLDR GPD per Acre factor is adjusted as follows: 384 * 3 / 1.6 = 720 GPD per Acre.
[3] The Sanitary Sewer Master Plan includes a LDR factor of 1,350 GPD per Acre. This factor is adjusted to 1,200 GPD per Acre per City direction.
[4] The Sanitary Sewer Master Plan includes a HDR factor of 4,300 GPD per Acre. This factor is based on an average density of 27 HDR units per acre. Since the Morgan Ranch Master Plan has an average density of 18 units per acre for HDR use, the HDR GPD per Acre factor is adjusted as follows: 4,300 * 18 / 27 (Rounded) = 2,900 GPD per Acre.
[5] A cost per acre is estimated for additional residential land uses to account for the possibility of a zoning change. For land uses that are not proposed for the Morgan Ranch Master Plan, cost per acre = DUE factor * LMDR cost per acre.

Water Cost Allocation

Table 9 details the water cost allocation and fee estimate. Water costs are allocated to the various Morgan Ranch land uses based on the estimated water demand by land use, expressed in gallons per minute (GPM) per acre. The estimated GPM per acre factors were obtained from the City Water Master Plan Update (May 2009). These factors are used to estimate each land uses relative water facility demand. The water costs are allocated to the Morgan Ranch land uses based on the water demand distribution along the land uses. The fee per dwelling unit for each residential land use is estimated as the allocated cost divided by the number of dwelling units for that land use. The fee per 1,000 building square feet for each nonresidential land use is estimated as the allocated cost divided by the total building square feet, times 1,000 for that land use.

Note that a fee per dwelling unit also is calculated for residential uses that are not planned for Morgan Ranch to address the possibility of zoning changes. The methodology for calculating these fees was described previously in this chapter and is further detailed in ***Table 9****.*

Administration

In addition to the transportation, sanitary sewer and water fees, the City charges a fee to administer the Morgan Ranch fee program. As with the facilities fees, the administration fee is charged per dwelling unit for residential uses and per 1,000 building square feet for nonresidential uses. For each land use, it is calculated as 3 percent of the sum of the facilities fees.

Table 9
Morgan Ranch Nexus Study
Water Cost Allocation

Water Allocation

Land Use	Development: Acres	Development: Dwelling Units per Acre/FAR	Development: Bldg. Sq. Ft. per Acre	Cost Allocation Basis: GPM per Acre [1] [2]	Cost Allocation Basis: GPD per Acre	Cost Allocation Basis: DUE Factor per Acre	Cost Allocation Basis: Water Demand (GPD)	Cost Allocation Basis: Distribution of Water Demand	Cost Allocation: Assigned Cost	Cost Allocation: Per Acre [3]	Cost Allocation: Per Dwelling Unit/1,000 Bldg. Sq. Ft.
Formula	*a*	*b*	*-*	*c*	*d = c * 60 min/hour * 24 hour/day*	*e = d / LMDR d*	*f = a * d*	*g = f / total demand*	*h = g * total cost*	*i = h / a*	*i / b*
		units per									
Residential		*acre*									*per unit*
Very Low Density Residential	0.0	3.0	-	2.3	3,312	1.00	0	0.0%	$0	$25,569	**$8,523**
Low Density Residential	0.0	5.0	-	2.3	3,312	1.00	0	0.0%	$0	$25,569	**$5,114**
Low-Medium Density Residential (LMDR)	94.6	7.5	-	2.3	3,312	1.00	313,236	77.1%	$2,418,173	$25,569	**$3,409**
Medium Density Residential	0.0	11.0	-	2.3	3,312	1.00	0	0.0%	$0	$25,569	**$2,324**
High Density Residential (HDR)	13.4	18.0	-	4.5	6,480	1.96	86,573	21.3%	$668,340	$50,025	**$2,779**
Subtotal Residential	**107.9**						**399,809**	**98.4%**	**$3,086,513**		
Formula	*a*	*b*	*c = b * 43,560*	*d*	*e = d * 60 min/hour * 24 hour/day*	*f = e / LDR d*	*g = a * e*	*h = g / total demand*	*i = h * total cost*	*j = i / a*	*j / c * 1,000*
											per 1,000
Nonresidential		*FAR*	*bldg. sq. ft.*								*bldg. sq. ft.*
Community Commercial	3.0	0.25	10,890	1.1	1,584	0.48	4,720	1.2%	$36,441	$12,228	**$1,123**
Office	1.3	0.35	15,246	1.1	1,584	0.48	1,980	0.5%	$15,286	$12,228	**$802**
Subtotal Nonresidential	**4.2**						**6,700**	**1.6%**	**$51,726**		
Total	**112.2**						**406,509**	**100.0%**	**$3,138,240**		

water alloc

Source: City of Turlock; EPS.

[1] GPM per acre assumptions based on City of Turlock Water Master Plan Update, May 2009.
[2] The Water Master Plan Update includes a HDR factor of 6.8 GPM per Acre. EPS assumes this factor is based on an average density of 27 HDR units per acre, based on the density assumptions of the Master Storm Master Plan and the Sewer System Master Plan. Since the Morgan Ranch Master Plan has an average density of 18 units per acre for HDR use, the HDR GPM per Acre factor is adjusted as follows:
6.8 * 18 / 27 = 4.5 GPM per Acre.
[3] A cost per acre is estimated for additional residential land uses to account for the possibility of a zoning change. For land uses that are not proposed for the Morgan Ranch Master Plan, cost per acre = DUE factor * LMDR cost per acre.

4. IMPLEMENTATION AND UPDATE

Fee Adoption and Administration

The proposed Morgan Ranch fees will need to be adopted by City Resolution as enabled by the current City code, which is articulated in Chapter 8-11 of the City's municipal code. This chapter was updated in 2013 and is referred to as the Capital Facilities Fees Law of the City of Turlock (CFF Law). The CFF Law allows the City Council to adopt, by resolution, a fee schedule consistent with supporting technical analysis and findings provided in this report. The resolution approach to setting the fee allows periodic adjustments of the fee amount that may be necessary over time, without amending the enabling ordinance.

The CFF Law includes a section (8-11-11) stating that the specifications of this law shall apply not only to the CFF, but also to Master Plan fee programs. The CFF Law addresses the primary implementation and administrative issues and procedures associated with the CFF and Master Plan fees. A brief summary of the key implementation and administrative elements is provided below.

Applicable Land Uses

All new development that occurs in Morgan Ranch, except as specifically exempted by the CFF Law, will pay the Master Plan fee. While the maximum fee amount will be determined by this Nexus Study, the City may elect to charge less for a variety of reasons and under certain circumstances, as described in the CFF Law. In any case, the applicable fees will be published in a Fee Schedule made available by the City and updated periodically. The amount will vary by land use, as summarized in **Table 1** of this report.

It is possible that certain projects may not fit neatly into the categories defined in **Table 1**. In cases where such ambiguity exists, the City Engineer and City Manager will need to make a determination as to the applicable fees. The CFF Law articulates guidelines for resolving discrepancies or disputes.

Fee Escalation

The CFF Law allows for an automatic adjustment of the Morgan Ranch fees to keep pace with inflation-adjusted increases in construction costs. This allows the fee level to keep pace with inflation without requiring an annual approval process. This adjustment is based on cost indices published by the Engineering News Record (ENR), a source widely used in the construction industry and by many jurisdictions as a basis for making annual inflation adjustments to development impact fees. ENR's Construction Cost Index (CCI) has been published consistently every month since 1913 for 20 U.S. cities and for a national average of these 20 cities. As such, it is one of the most reliable and consistent indices that track trends in construction costs.

Timing and Manner of Payment

The CFF Law addresses issues related to the timing and manner of payment for the Morgan Ranch fees, including the potential for fee deferrals, payment plans, credits and reimbursements, exemptions, and related adjustments.

Annual Review, Accounting, and Updates

Annual Review

This report and the technical information it contains should be maintained and reviewed periodically by the City as necessary to ensure the accuracy of the estimated Morgan Ranch fees and to enable the adequate programming of funding sources. To the extent that improvement requirements, costs, or development potential changes over time, the Morgan Ranch fee program will need to be updated. Specifically, AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates each local agency that requires payment of a fee make specific information available to the public annually, within 180 days of the last day of the fiscal year, including the following information:

- A description of the type of fee in the account.
- The amount of the fee.
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percentage of total costs funded by the fee.

If sufficient fees have been collected to fund construction of an improvement, the agency must specify the approximate date for construction of that improvement. Because of the dynamic nature of growth and infrastructure requirements, the City should monitor development activity, the need for infrastructure improvements, and the adequacy of the fee revenues and other available funding. Formal annual review of the Morgan Ranch fee program should occur, at which time, necessary adjustments should be made to the fee program. The fee program includes an administrative component that funds the costs associated with this monitoring and updating effort.

Surplus Funds

AB 1600 also requires that if any portion of a fee remains unexpended or uncommitted in an account for 5 years or more after deposit of the fee, the City Council shall make these findings once each year: (1) identify the purpose to which the fee is to be put, (2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund.

If adequate funding has been collected for a certain improvement, an approximate date must be specified as to when construction on the improvement will begin. If the findings show no need for the unspent funds or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them.

Internal Loaning of Funds

Loans between the Morgan Ranch fee funds may be used from time to time to facilitate construction of Morgan Ranch facilities and assure adequate cash flow. Any such loan shall be made in accordance with applicable law, as interpreted by the City Attorney, and all funds shall be placed in separate accounts on either a facility or geographic basis. The additional following requirements also are placed on loans between Morgan Ranch fee funds:

1. Funds may be transferred between accounts to expedite construction of critical projects and facilities.
2. A mechanism to repay accounts shall be established.
3. Interest charged on each loan shall be based on the Local Agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.
4. Inter-fund loan repayments shall take precedence over reimbursements to developers.

Five-Year Update

Fees will be collected from new development in the City immediately; however, use of these funds may need to wait until a sufficient fund balance can be accrued. According to Government Code Section 66006, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner. The fifth fiscal year following the first deposit into the fee account or fund, and every 5 years thereafter, the City is required to make all of the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose for which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- Designate the approximate dates the funding referred to in the above paragraph is expected to be deposited in the appropriate account or fund.

Once sufficient funds have been collected to complete the specified projects, the City must commence construction within 180 days. If it fails to do this, the City is required to refund the unexpended portion of the fee and any accrued interest to the then-current owners.

Supplemental Funding

Although the Morgan Ranch fees are intended to fully fund the identified Morgan Ranch facilities, it is possible the City may use supplemental funds for future facilities. Supplemental funding may include the following sources:

- **General Fund Revenues**—In any given year, the City could allocate a portion of its General Fund revenues for discretionary expenditures. Depending on the revenues generated relative to costs and City priorities, the City may allocate General Fund revenues to fund Morgan Ranch facilities costs not covered by the Morgan Ranch fee program or other funding sources.

- **Assessments and Special Taxes**—The City could fund a portion of facilities costs using assessments and special taxes. For example, establishing a Mello-Roos Community Facilities District would allow the City to levy a special tax to pay debt service on bonds sold to fund construction of capital facilities or to fund capital facilities directly.

- **State or Federal Funds**—The City might seek and obtain grants of matching funds from State and Federal sources to help offset the costs of required facilities and improvements. As part of its funding effort, the City should research and monitor these outside revenue sources and apply for funds as appropriate.

It should be noted that during the past few decades, there has been an increasing shift of infrastructure financing responsibilities from state and federal government to the local level. This shift, combined with the effects of the Great Recession (i.e., reduced property values), has left cities with very limited resources, and competition for general fund revenues is high. In addition, many grant programs that once funded major highway improvements and water and sewer infrastructure improvements were long-ago abandoned. As the economy improves, assessments and special districts, which require voter approval, may become more feasible, but at this time, development impact fees are one of the few funding sources that Turlock's City Council can control.

5. AB 1600 NEXUS FINDINGS

Authority

This report has been prepared to establish development impact fees for Morgan Ranch in the City in accordance with the procedural guidelines established in AB 1600, which are codified in California Government Code Section 66000 et. seq. These code sections set forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[1]

Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

Purpose of Fees

New development in Morgan Ranch will increase the demand for transportation, sanitary sewer and water facilities. Funding by the Morgan Ranch fees will provide for these needed infrastructure improvements. The transportation, sanitary sewer and water improvements are described in more detail in **Chapter 2**.

Use of Fees

Morgan Ranch fees from new development will be used to fund the following improvements:

- **Transportation Improvements**—Morgan Ranch fees will fund new transportation infrastructure needed to serve the Master Plan area. Required new transportation facilities include road improvements, a new traffic signal, irrigation improvements, a sound wall, and underground electrical improvements.
- **Sanitary Sewer Improvements**—Morgan Ranch fees will fund new sanitary sewer infrastructure needed to convey sewage from planned new development into the citywide

[1] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

sewer system. Required new sanitary sewer facilities include a new lift station and associated land acquisition for the lift station, and a series of sewer mains.

- **Water Improvements**—Morgan Ranch fees will fund water facilities needed to accommodate increased water usage by new development. Required new water facilities include a water well and associated property purchase, an irrigation well, a series of purple pipe lines, and a series of water lines throughout the Master Plan area.

Relationship between Use of Fees and Type of Development

The Morgan Ranch fees will fund transportation, sanitary sewer, and water facilities needed to serve new development in the Master Plan area, as summarized below:

- **Transportation Improvements**—New development will generate new vehicular trips in the Master Plan area. Roadway improvements will accommodate the demands of future development.

- **Sanitary Sewer Improvements**—New development will create sewer flow in the Master Plan area. An additional lift station and new sewer mains will create capacity for the sewage system to accommodate the demands of future development.

- **Water Improvements**—New development will create demand for additional water in the Morgan Ranch area. Construction of a new water and irrigation well, a series of water lines, and a purple pipe system in the Master Plan area will create capacity for the water system to accommodate the demands of future development.

Relationship between Need for Facility and Type of Project

- **Transportation Improvements**—Infrastructure upgrades are necessary to ensure adequate transportation facilities to serve future development in the Master Plan area. For new development to occur, road improvements, a new traffic signal, irrigation improvements, a sound wall, and underground electrical improvements are needed to accommodate future use of roads within and bordering the Master Plan area.

- **Sanitary Sewer Improvements**—Infrastructure upgrades are necessary to ensure adequate sanitary sewer facilities to serve future development in the Master Plan area. For new development to occur in the Master Plan area, a new lift station and new sewer mains are needed.

- **Water Improvements**—Water improvements are necessary to ensure adequate water capacity to serve future residential development in the Master Plan area. For new development to occur, a new water and irrigation well, a purple pipe system, and additional water lines in the Master Plan area are needed.

Relationship between Amount of Fees and Cost of or Portion of Facility Attributed to Development on which Fee is Imposed

All costs of the local Morgan Ranch infrastructure improvements are allocated to new development in the Master Plan area, which will receive benefit from the Master Plan area infrastructure. As a result, development impact fees will support all costs associated with these infrastructure improvements. The infrastructure costs are allocated to the land uses based on each land use's relative demand for the improvements, as described below:

- **Transportation Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for transportation facilities, as measured by daily new vehicle trip miles generated. The cost allocation is the basis for the fee estimates by land use.
- **Sanitary Sewer Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for sanitary sewer facilities, as measured by wastewater treatment flow factors by land use, expressed in GPD per acre. The cost allocation is the basis for the fee estimates by land use.
- **Water Improvements—**Costs are allocated to the land uses based on each land use's estimated demand for water facilities, as measured by water demand by land use factors, expressed in GPM per acre. The cost allocation is the basis for the fee estimates by land use.

APPENDIX A:

Fee Comparison

Table A-1 Single-Family Residential Transportation Fee Comparison

Table A-2 Multifamily Residential Transportation Fee Comparison

Table A-3 Community Commercial/Retail Transportation Fee Comparison

Table A-4 Office Transportation Fee Comparison

Table A-5 Single-Family Residential Sanitary Sewer Fee Comparison

Table A-6 Multifamily Residential Sanitary Sewer Fee Comparison

Table A-7 Community Commercial/Retail Sanitary Sewer Fee Comparison

Table A-8 Office Sanitary Sewer Fee Comparison

Table A-9 Single-Family Residential Water Fee Comparison

Table A-10 Multifamily Residential Water Fee Comparison

Table A-11 Community Commercial/Retail Water Fee Comparison

Table A-12 Office Water Fee Comparison

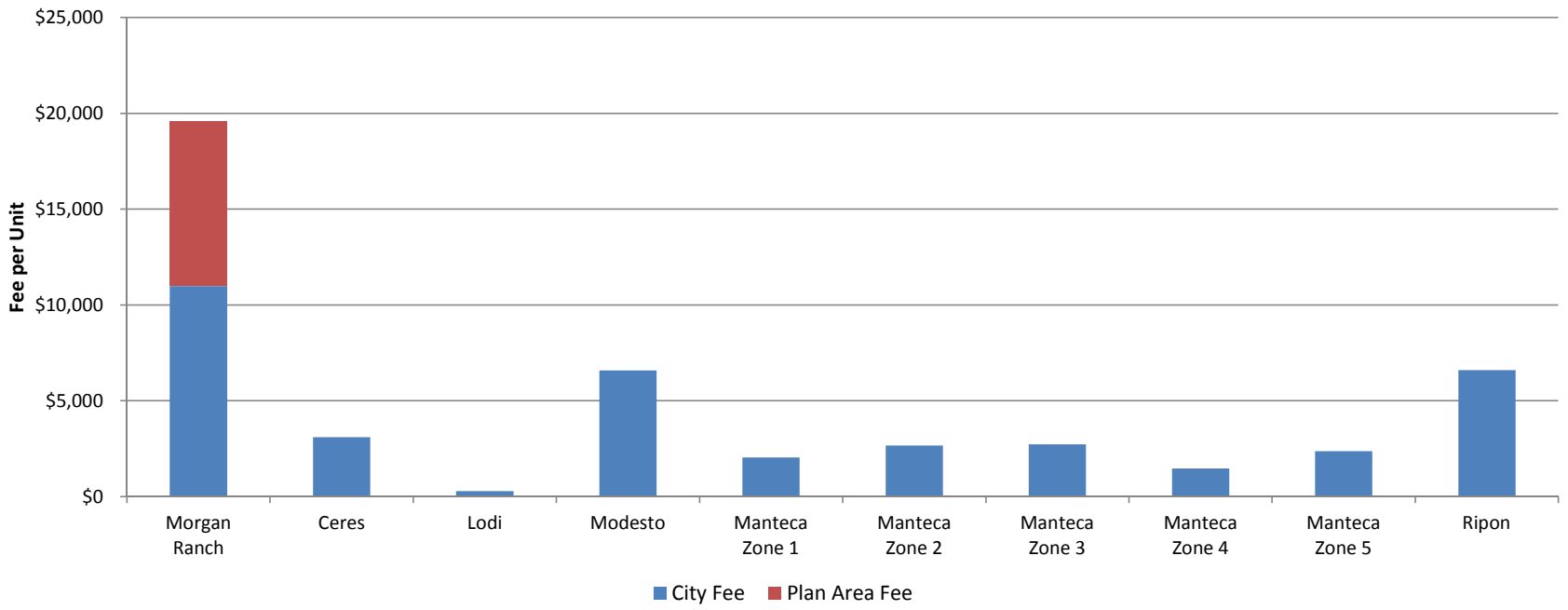
Table A-1
Morgan Ranch Nexus Study
Single-Family Residential Transportation Fee Comparison

Transportation Comparison - Single Family Residential

Item	Morgan Ranch (LMDR) [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 1	Manteca Zone 2	Manteca Zone 3	Manteca Zone 4	Manteca Zone 5	Ripon
	per unit									
Plan Area Fee	$8,593	-	-	-	-	-	-	-	-	-
City Fee	$10,985	$3,096	$289	$6,592	$2,038	$2,665	$2,723	$1,468	$2,366	$6,597

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] The City of Turlock transportation fee was calculated using the proportion of the transportation component of the CFF (81 percent) and multiplying that percentage by the 2015 Q2 CFF fee for Master Plan Areas single family residential development ($13,510.11 per DU).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.



trans comp sfr

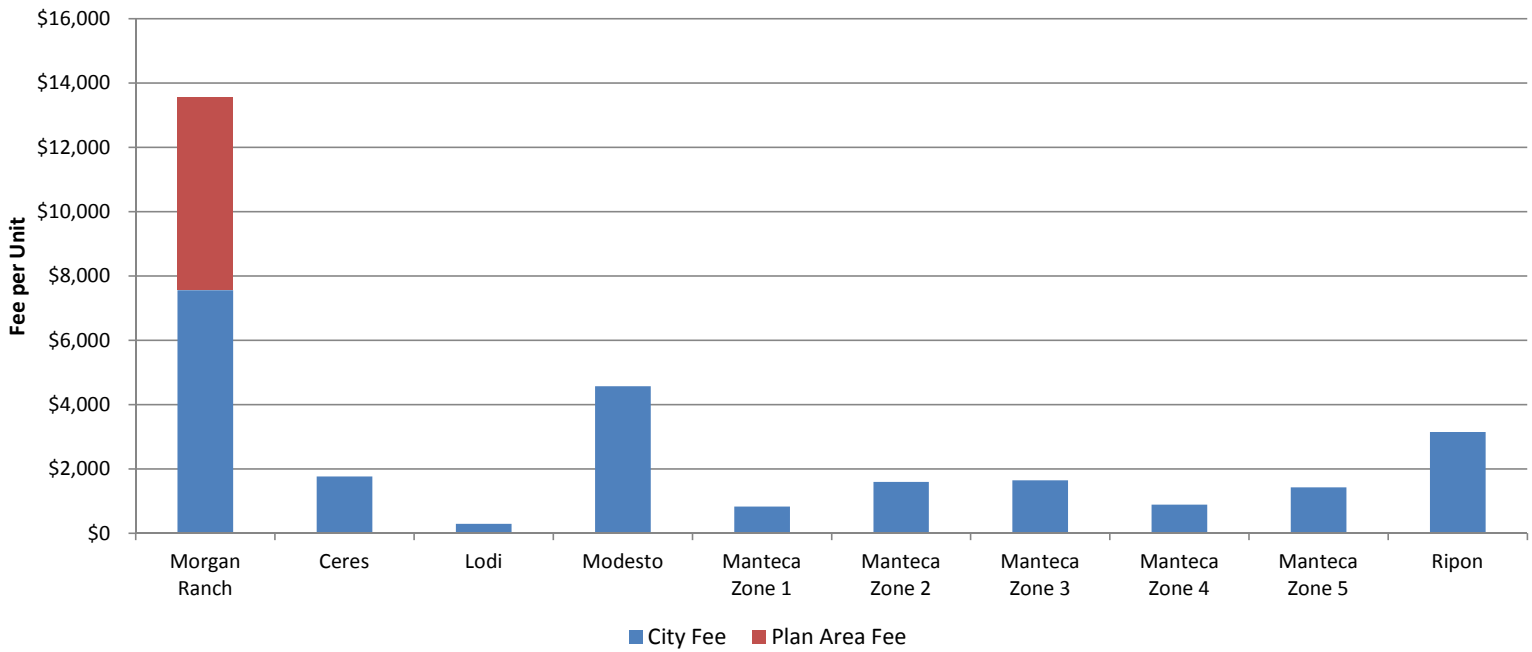
Table A-2
Morgan Ranch Nexus Study
Multifamily Residential Transportation Fee Comparison

Transportation Comparison - Multifamily Residential

Item	Morgan Ranch (HDR) [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 1	Manteca Zone 2	Manteca Zone 3	Manteca Zone 4	Manteca Zone 5	Ripon
	per unit									
Plan Area Fee	$6,002	-	-	-	-	-	-	-	-	-
City Fee	$7,557	$1,765	$289	$4,567	$826	$1,597	$1,639	$884	$1,425	$3,147

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] The City of Turlock transportation fee was calculated using the proportion of the transportation component of the CFF (78 percent) and multiplying that percentage by the 2015 Q2 CFF fee for Master Plan Areas multifamily residential development ($9,741.99 per DU).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.



trans comp mfr

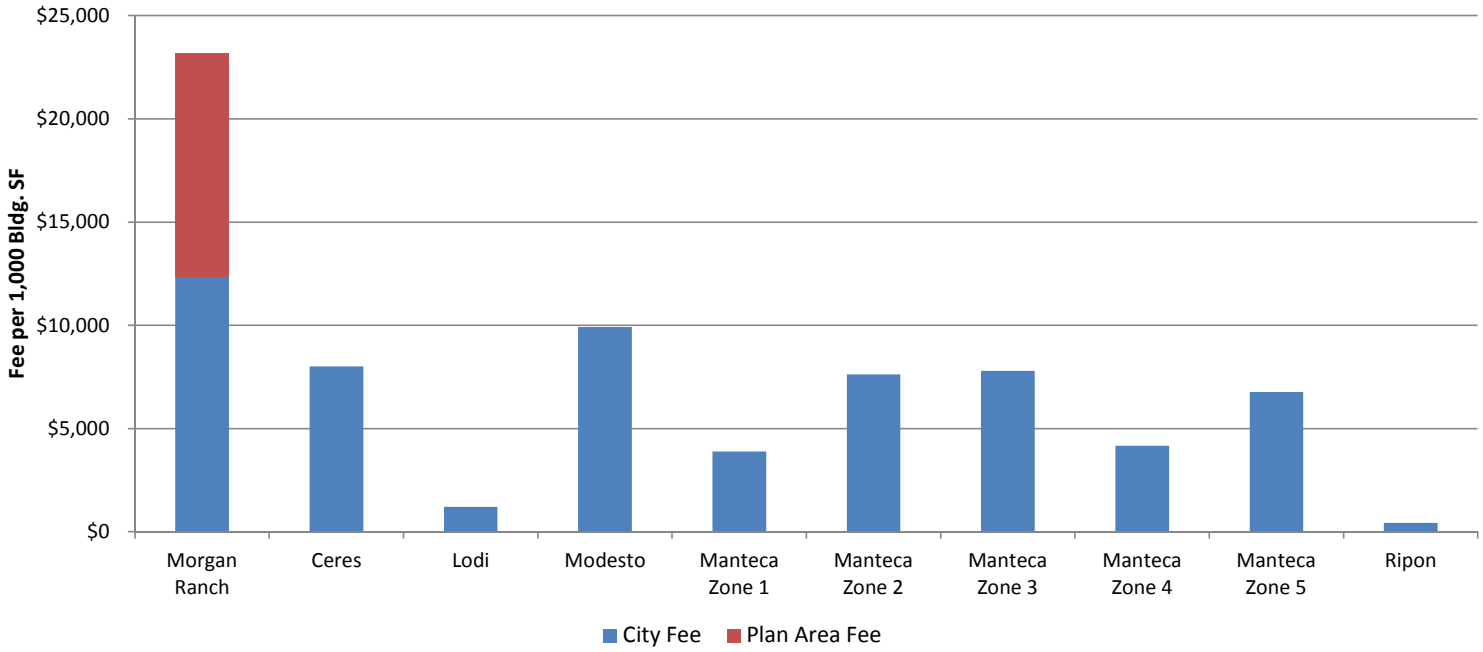
Table A-3
Morgan Ranch Nexus Study
Community Commercial/Retail Transportation Fee Comparison

Transportation Comparison - Commercial/Retail

Item	Morgan Ranch [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 1	Manteca Zone 2	Manteca Zone 3	Manteca Zone 4	Manteca Zone 5	Ripon
	per 1,000 bldg. sq. ft.									
Plan Area Fee	$10,833	-	-	-	-	-	-	-	-	-
City Fee	$12,350	$8,017	$1,199	$9,910	$3,891	$7,625	$7,796	$4,162	$6,770	$438

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] The City of Turlock transportation fee was calculated using the proportion of the transportation component of the CFF (93 percent) and multiplying that percentage by the 2015 Q2 CFF fee for Master Plan Areas commercial/retail development ($14,369.37 per 1,000 Bldg. SF).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.



trans comp ret

Table A-4
Morgan Ranch Nexus Study
Office Transportation Fee Comparison

Transportation Comparison - Office

Item	Morgan Ranch [1]	Ceres	Lodi [2]	Modesto	Manteca Zone 1	Manteca Zone 2	Manteca Zone 3	Manteca Zone 4	Manteca Zone 5	Ripon
	per 1,000 bldg. sq. ft.									
Plan Area Fee	$5,190	-	-	-	-	-	-	-	-	-
City Fee	$6,470	$4,333	$872	$6,058	$3,093	$6,043	$6,186	$3,307	$5,373	$532

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] The City of Turlock transportation fee was calculated using the proportion of the transportation component of the CFF (85 percent) and multiplying that percentage by the 2015 Q2 CFF fee for Master Plan Areas office development ($7,592.73 per 1,000 Bldg. SF).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.

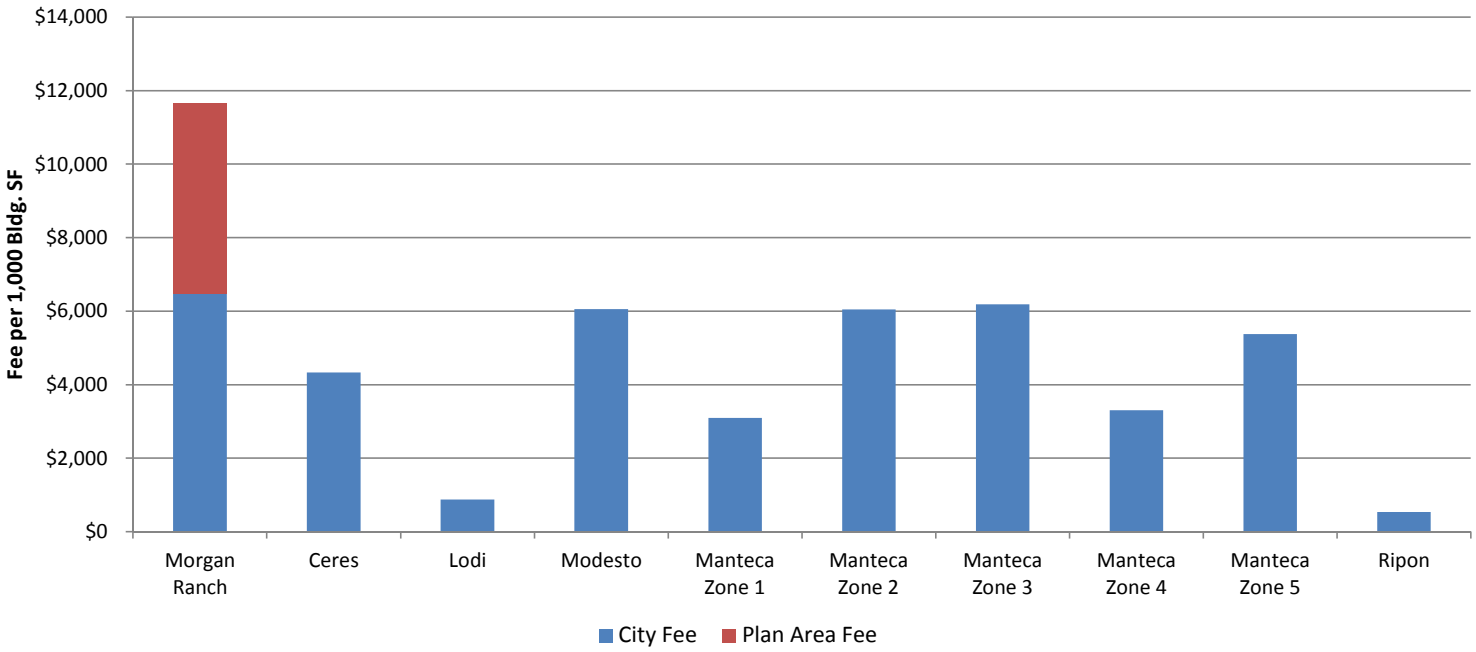


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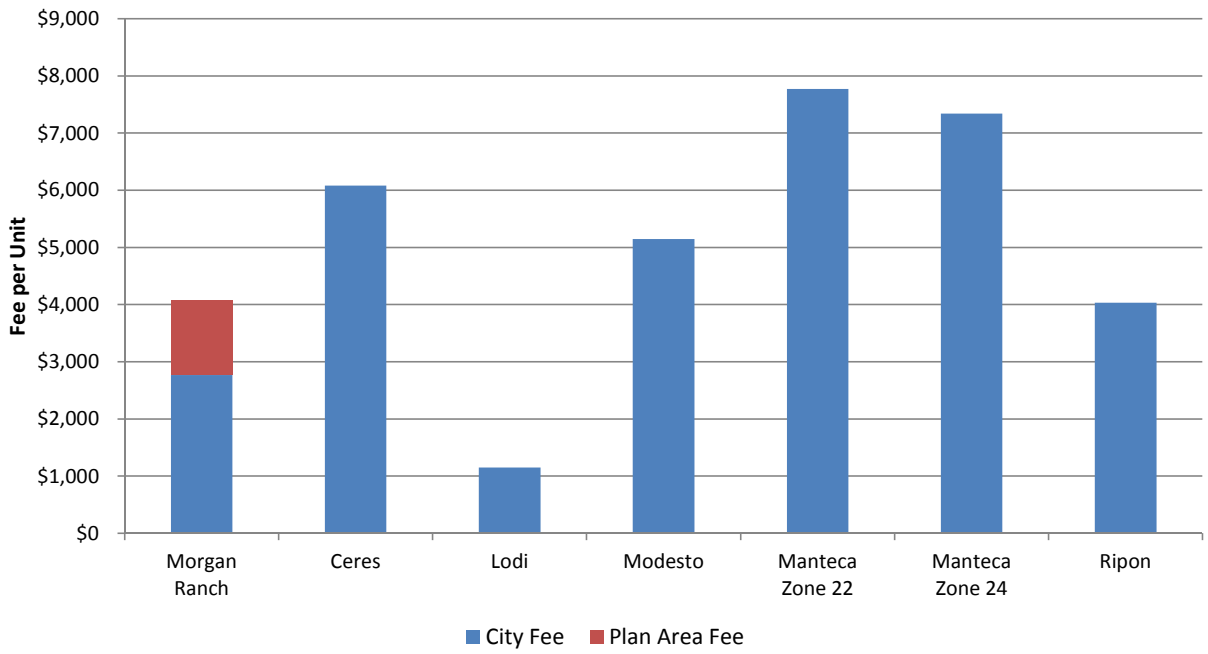
Table A-5
Morgan Ranch Nexus Study
Single-Family Residential Sanitary Sewer Fee Comparison

Sewer Comparison - Single Family Residential

Item	Morgan Ranch (LMDR) [1]	Ceres	Lodi [2]	Modesto	Manteca [3] Zone 22	Manteca [3] Zone 24	Ripon
	per unit						
Plan Area Fee	$1,306	-	-	-	-	-	-
City Fee	$2,766	$6,079	$1,152	$5,146	$7,772	$7,342	$4,031

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] Morgan Ranch City of Turlock fees include sewer connection fee and sewer trunk capacity fee.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes sewer connection charge, WQCF completion charge, and sewer PFIP fee.



sewer comp sfr

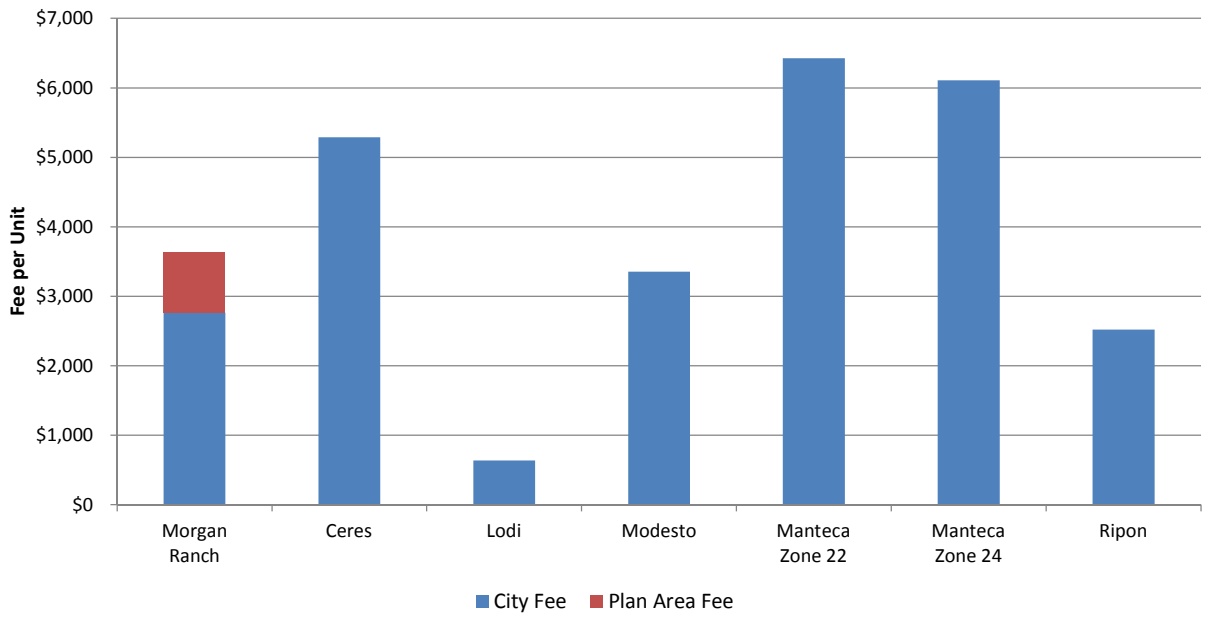
Table A-6
Morgan Ranch Nexus Study
Multifamily Residential Sanitary Sewer Fee Comparison

Sewer Comparison - Multifamily Residential

Item		Morgan Ranch (HDR) [1]	Ceres	Lodi [2]	Modesto	Manteca [3] Zone 22	Manteca [3] Zone 24	Ripon
Assumptions								
Units	90							
Meter Size	4"							
Number of Meters	2							
		---per unit---						
Plan Area Fee		$877	-	-	-	-	-	-
City Fee		$2,766	$5,289	$637	$3,354	$6,426	$6,110	$2,519

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] Morgan Ranch City of Turlock fees include sewer connection fee and sewer trunk capacity fee.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes sewer connection charge, WQCF completion charge, and sewer PFIP fee.



sewer comp mfr

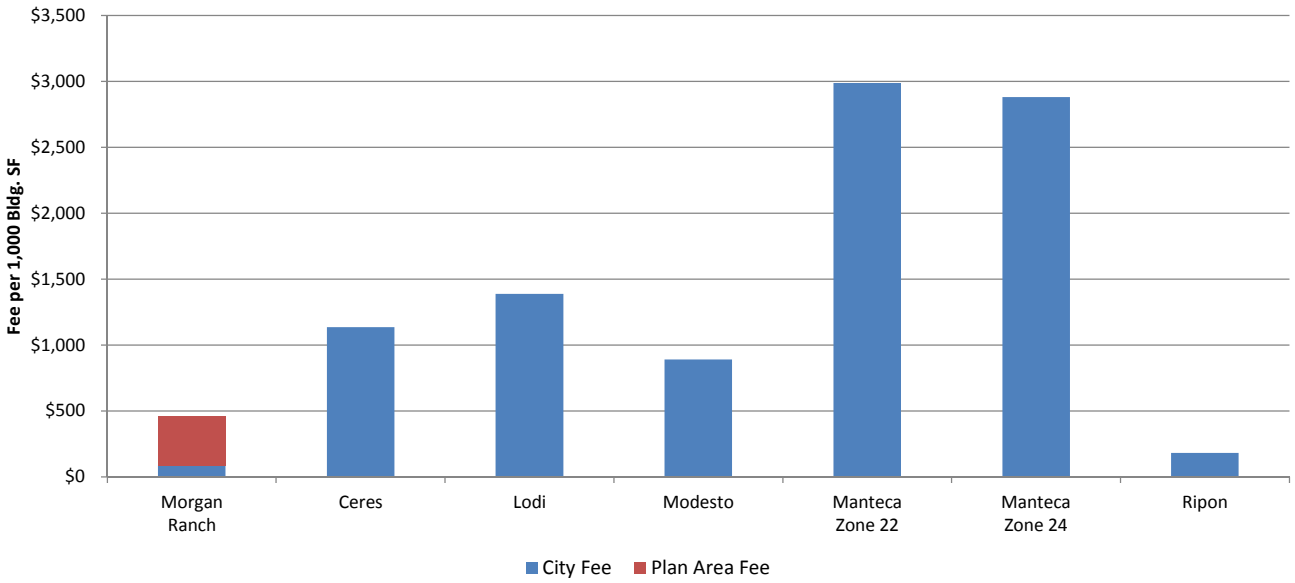
Table A-7
Morgan Ranch Nexus Study
Community Commercial/Retail Sanitary Sewer Fee Comparison

Sewer Comparison - Commercial/Retail

Item		Morgan Ranch [1] [2]	Ceres	Lodi [2]	Modesto	Manteca [3] Zone 22	Manteca [3] Zone 24	Ripon
Assumptions								
Building Square Footage (Rounded)	32,500							
Acres	3.0							
FAR	0.25							
		per 1,000 bldg. sq. ft.						
Plan Area Fee		$375	-	-	-	-	-	-
City Fee		$83	$1,134	$1,388	$890	$2,987	$2,879	$180

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] Morgan Ranch City of Turlock fees include sewer connection fee and sewer trunk capacity fee.
[2] City of Turlock sewer trunk capacity fee assumes installation of 65 fixtures for a 32,500 square foot retail building based on recent City building permit activity in the City of Turlock.
[3] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[4] Includes sewer connection charge, WQCF completion charge, and sewer PFIP fee.



sewer comp ret

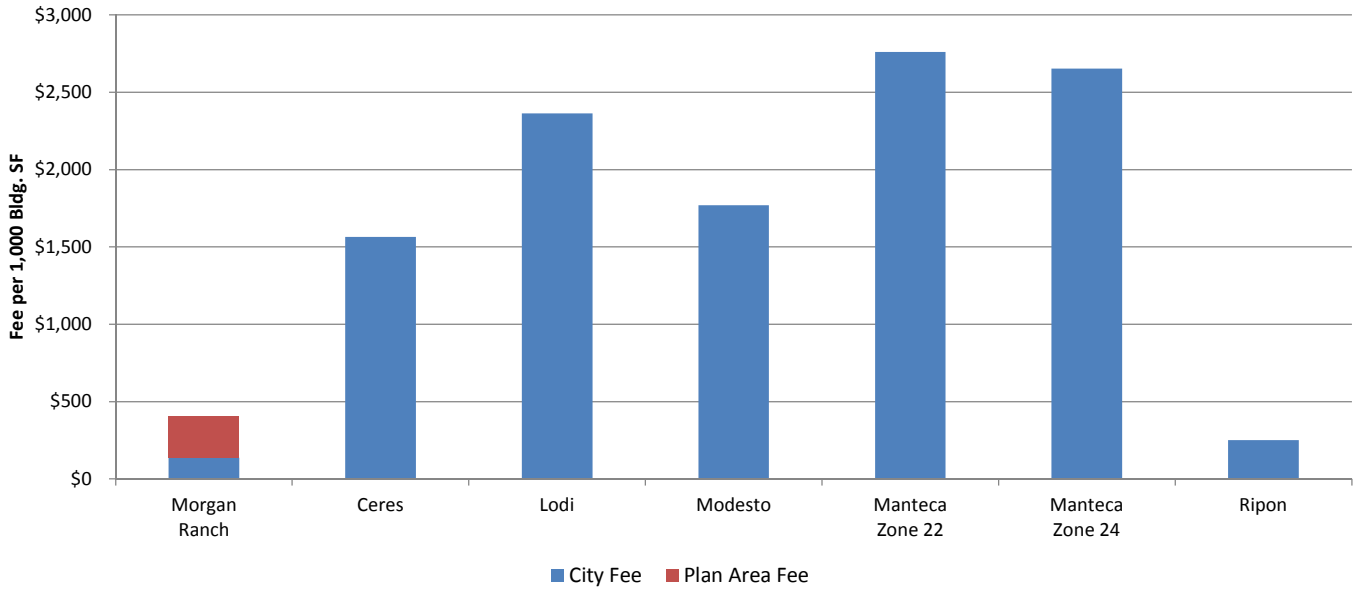
Table A-8
Morgan Ranch Nexus Study
Office Sanitary Sewer Fee Comparison

Sewer Comparison - Office

Item		Morgan Ranch [1] [2]	Ceres	Lodi [3]	Modesto	Manteca [4] Zone 22	Manteca [4] Zone 24	Ripon
Assumptions								
Building Square Footage (Rounded)	20,000							
Acres	1.3							
FAR	0.35							
		per 1,000 bldg. sq. ft.						
Plan Area Fee		$268	-	-	-	-	-	-
City Fee		$136	$1,565	$2,363	$1,770	$2,760	$2,652	$252

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] Morgan Ranch City of Turlock fees include sewer connection fee and sewer trunk capacity fee.
[2] City of Turlock sewer trunk capacity fee assumes installation of 40 fixtures for a 20,000 square foot office building based on recent City building permit activity in the City of Turlock.
[3] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[4] Includes sewer connection charge, WQCF completion charge, and sewer PFIP fee.



sewer comp off

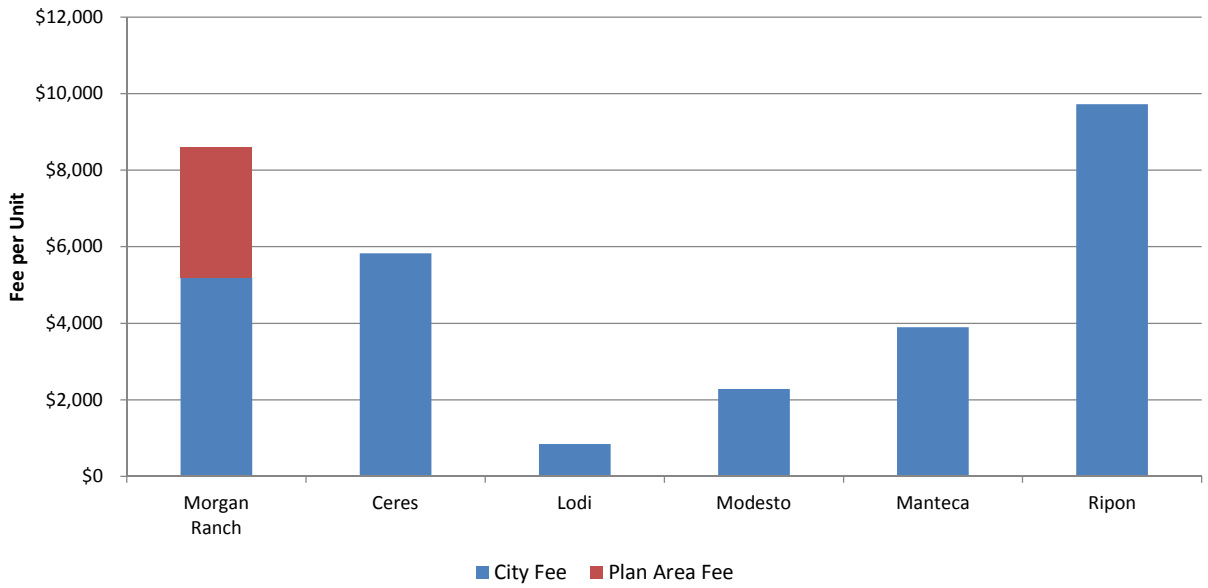
Table A-9
Morgan Ranch Nexus Study
Single-Family Residential Water Fee Comparison

Water Comparison - Single Family Residential

Item	Morgan Ranch (LMDR) [1]	Ceres	Lodi [2]	Modesto [3]	Manteca [4]	Ripon
	---per unit---					
Plan Area Fee	$3,409	-	-	-	-	-
City Fee [5]	$5,187	$5,831	$846	$2,282	$3,899	$9,724

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] City water fees calculated by adding the 2015 Q2 1" Water Grid Fee ($2,936.91) and the 2015 Q2 Local Street 1" Water Connection Charge ($2250.00) for a total of $5,187.91.
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes water connection and water service installation fee.
[4] Includes surface water debt service fee, and surface water capital fee.
[5] Unless otherwise noted, analysis compares water connection/development charge only.



water comp sfr

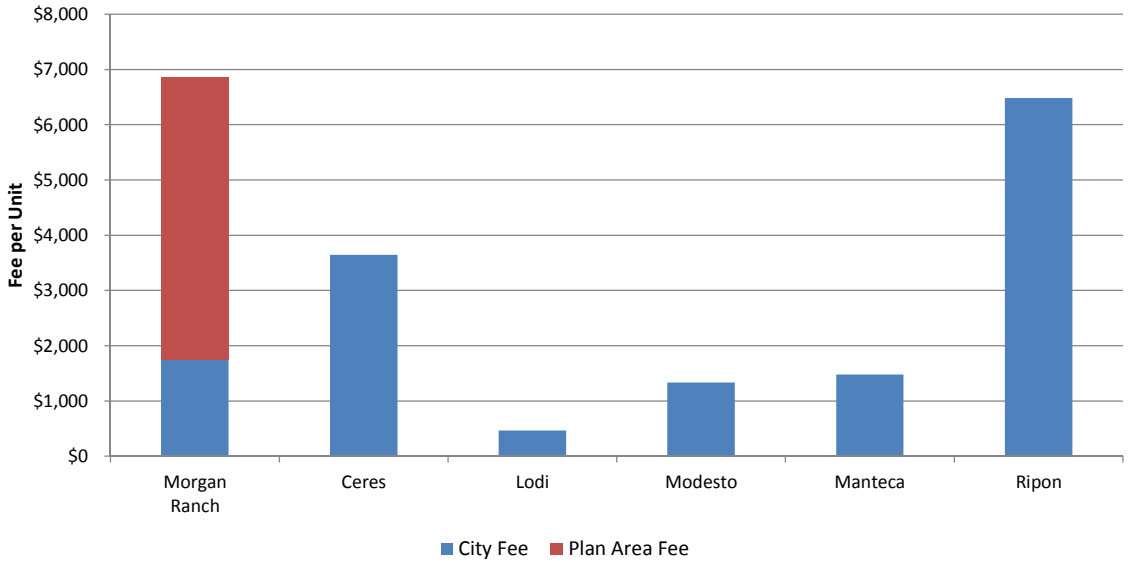
Table A-10
Morgan Ranch Nexus Study
Multifamily Residential Water Fee Comparison

Water Comparison - Multifamily Residential

Item		Morgan Ranch (HDR) [1]	Ceres	Lodi [2]	Modesto	Manteca [3]	Ripon
Assumptions							
Dwelling Units	90						
Water Meter Size	4"						
Number of Water Meters	2						
		----------per unit----------					
Plan Area Fee		$5,114	-	-	-	-	-
City Fee [4]		$1,743	$3,648	$468	$1,332	$1,479	$6,483

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] City water fees calculated by adding the 2015 Q2 4" Water Grid Fee ($73,429.95) and the 2015 Q2 Local Street 4" Water Connection Charge (estimated at $5,000 per connection).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes surface water debt service fee and surface water capital fee.
[4] Unless otherwise noted, analysis compares water connection/development charge only.



water comp mfr

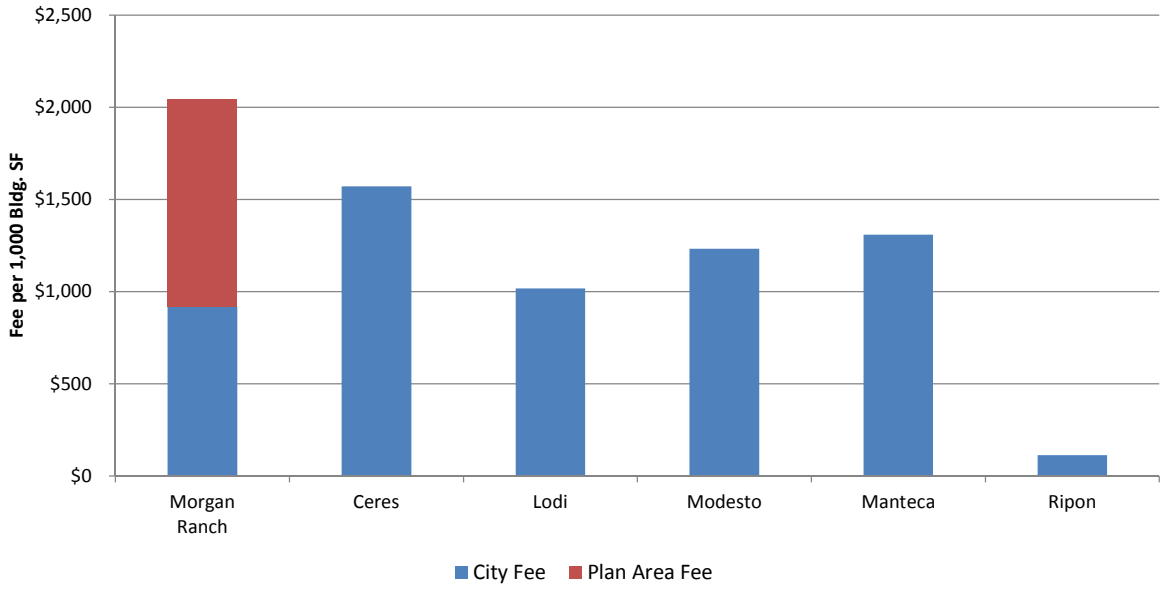
Table A-11
Morgan Ranch Nexus Study
Community Commercial/Retail Water Fee Comparison

Water Comparison - Commercial/Retail

Item		Morgan Ranch [1]	Ceres	Lodi [2]	Modesto	Manteca [3]	Ripon
Assumptions							
Building Square Footage	32,500						
Water Meter Size	2"						
Number of Water Meters	2						
		per 1,000 bldg. sq. ft.					
Plan Area Fee		$1,123	-	-	-	-	-
City Fee [4]		$917	$1,571	$1,018	$1,232	$1,309	$113

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] City water fees calculated by adding the 2015 Q2 2" Water Grid Fee ($11,749.08) and the 2015 Q2 Local Street 2" Water Connection Charge ($3,150 per connection).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes surface water debt service fee and surface water capital fee.
[4] Unless otherwise noted, analysis compares water connection/development charge only.



water comp ret

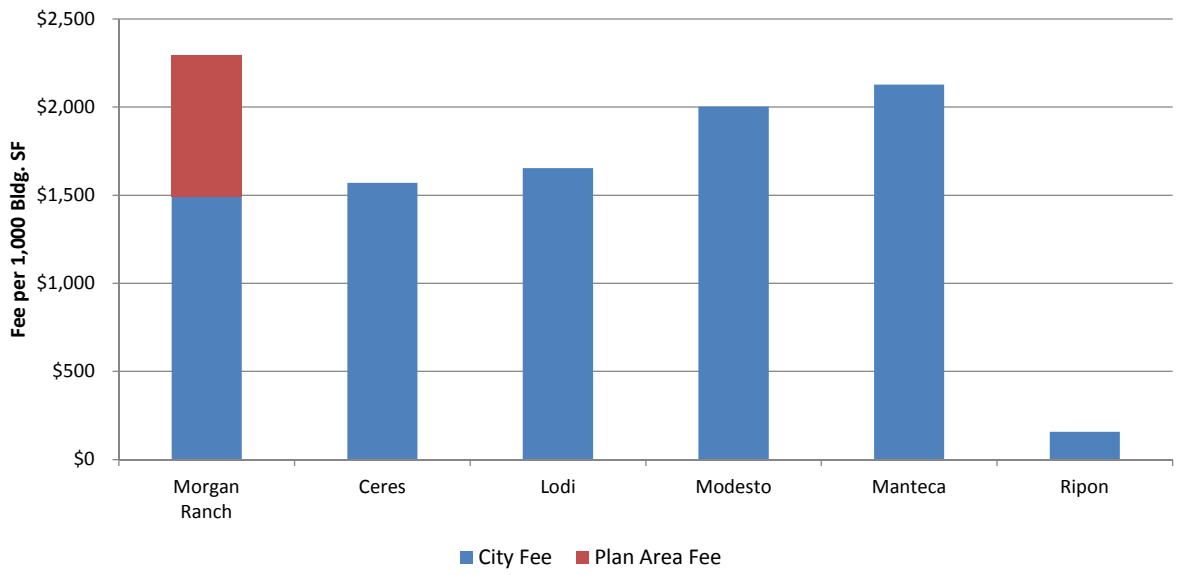
Table A-12
Morgan Ranch Nexus Study
Office Water Fee Comparison

Water Comparison - Office

Item		Morgan Ranch [1]	Ceres	Lodi [2]	Modesto	Manteca [3]	Ripon
Assumptions							
Building Square Footage	20,000						
Water Meter Size	2"						
Number of Water Meters	2						
		per 1,000 bldg. sq. ft.					
Plan Area Fee		$802	-	-	-	-	-
City Fee [4]		$1,490	$1,571	$1,654	$2,002	$2,128	$158

Source: City of Turlock; City of Ceres; City of Lodi; City of Modesto; City of Manteca; City of Ripon; EPS.

[1] City water fees calculated by adding the 2015 Q2 2" Water Grid Fee ($11,749.08) and the 2015 Q2 Local Street 2" Water Connection Charge ($3,150 per connection).
[2] City of Lodi reduced fee by approximately 60% in August, 2012. This reduced fee is effective until December 31, 2019.
[3] Includes surface water debt service fee and surface water capital fee.
[4] Unless otherwise noted, analysis compares water connection/development charge only.



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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING AND ADOPTING A COST RECOVERY FEE TO PAY FOR THE COST OF PREPARING THE MORGAN RANCH MASTER PLAN	}	RESOLUTION NO. 2015-

WHEREAS, on June 23, 2015, the City Council of the City of Turlock adopted the Morgan Ranch Master Plan by Council Resolution 2015-XX encompassing approximately 170 acres of property in south Turlock; and

WHEREAS, the City Council of the City of Turlock found and determined that the adoption of a "Cost Recovery Fee" would be the most appropriate means of the City of Turlock for preparation of the "Morgan Ranch Master Plan" and "Morgan Ranch Master Plan Fee Nexus Study"; and

WHEREAS, California Government Code Section 66014 permits a local agency to impose fees as a condition of approval on new development to recover the reasonable costs of providing planning services, such as zoning changes, subdivision maps, and other land use entitlements, and for the reasonable cost of preparing the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations in connection with land use entitlements; and

WHEREAS, California Government Code Section 66017 states that "any action adopting a fee or charge, or increasing a fee or charge adopted, upon a development project, as defined in Section 66000, which applies to the filing, accepting, reviewing, approving, or issuing of an application, permit, or entitlement to use shall be enacted in accordance with the notice and public hearing procedures specified in Section 54986 or 66016 and shall be effective no sooner than 60 days following the final action on the adoption of the fee or charge or increase in the fee or charge"; and

WHEREAS, California Government Code Section 66016(a) states that "Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or

estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess."; and

WHEREAS, the City of Turlock transmitted a notice of the meeting to establish the Morgan Ranch Master Plan Cost Recovery Fee to any interested party who filed a written request with the City of Turlock on June 4, 2015; and

WHEREAS, the City of Turlock has made available to the public data indicating the amount of estimated cost required to provide the service for which the service charge is levied; and

WHEREAS, the City of Turlock has calculated that the approximate cost of preparing and processing the Morgan Ranch Master Plan, Environmental Impact Report, and Fee Nexus Study is $326,980 in staffing, supplies, copying, publication, mailing, filing and recording costs to the City of Turlock, as shown in Exhibit A, attached hereto; and

WHEREAS, a public hearing was held on June 23, 2015 by the City Council of the City of Turlock to consider public testimony on the Morgan Ranch Master Plan Cost Recovery Fee; and

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

1. The fees collected pursuant to this resolution shall be used for the purpose of providing a fair share of the funding of "Cost Recovery Fee" costs.

2. The facts and evidence presented to the City Council of the City of Turlock, including the above-referenced study and analysis, that the Cost Recovery Fee is charged for the reasonable costs of providing planning services, such as zoning changes, subdivision maps, and other land use entitlements, and for the reasonable cost of preparing the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations in connection with land use entitlements; and

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find that the proposed action is categorically exempt from the California Environmental Quality Act pursuant to Section 15273 of the CEQA Guidelines Section (Rates, Tolls, Fares, and Charges) and/or Section 15183 (Projects Consistent with a Community Plan or Zoning); and

BE IT FURTHER RESOLVED by the City Council of the City of Turlock does hereby establish the Morgan Ranch Master Plan Cost Recovery Fee shall be approximately $1,985 per gross acre of development, as exemplified in Exhibit B, for all developable parcels within the Morgan Ranch Master Plan area.

BE IT FURTHER RESOLVED by the City Council of the City of Turlock that:

1. Fee Imposed: The Cost Recovery Fee shall made a condition of approval for any entitlement within the Morgan Ranch Master Plan area, and shall be charged and paid at either the recordation of the final map of any subdivision or parcel map, or the issuance of a building, grading and/or encroachment permit for any development project.

2. Fee Amount: The amount of the Morgan Ranch Master Plan Cost Recovery Fee is based on gross acre, as exemplified in Exhibit B. The amounts shown in Exhibit B shall not be adjusted with inflation.

3. Use of Fee: The fee shall be used solely to reimburse the City of Turlock for preparation, adoption, and filing of the "Morgan Ranch Master Plan", its Environmental Impact Report and related documents, and the "Final Report – Morgan Ranch Master Plan Fee Nexus Study" and all other supporting documentation necessary to prepare these documents.

4. Effective Date: This resolution will become effective 60 days after the date of its adoption by the City Council of the City of Turlock.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

MORGAN RANCH PLANNING COSTS	**COSTS**
PLANNING STAFF TIME (9/2010 THRU PRESENT)	$73,000
PLANNING HARD COSTS	$900
ENGINEERING STAFF TIME	$11,000
CONSULTANTS:	
QUAD KNOPF	$147,670
BENCHMARK ENGINEERING	$17,040
EPS	$30,000
OMNI MEANS	$47,370
TOTAL	$326,980

EXHIBIT B

MORGAN RANCH COST RECOVERY FEE
ALLOCATION BY PARCEL

BOOK	PAGE	PARCEL	ACRES	ALLOCATION OF COST
44	23	5	5.290	$10,496
44	23	6	7.800	$15,476
44	23	31	8.260	$16,389
44	23	37	1.340	$2,659
44	23	38	0.800	$1,587
44	25	3	4.850	$9,623
44	25	6	4.550	$9,028
44	25	7	4.850	$9,623
44	25	8	2.000	$3,968
44	25	10	15.993	$31,733
44	25	17	4.350	$8,631
44	28	7	13.300	$26,389
44	28	10	11.002	$21,830
44	28	13	4.200	$8,333
44	28	14	18.800	$37,302
44	65	2	1.010	$2,004
44	65	4	28.200	$55,953
44	65	5	28.200	$55,953
		TOTAL	164.795	$326,977.00
			PER ACRE	$1,984.14

7D

Council Synopsis

June 23, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk/Exec. Asst. to City Manager
Jennifer Land, City Clerk/Exec. Asst. to City Manager Trainee

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Superseding and replacing Council Resolution No. 2014-099 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

2. DISCUSSION OF ISSUE:

This Resolution contains a recommendation for augmentation of the fees charged by the City for various programs and services, to include the Parks, Recreation and Public Facilities' programs and services. The set costs for individual duties, services, and programs has been adopted and recorded in the City's Fee and Service Charge Revenue/Cost Comparison System, commonly referred to as the "MSI", pursuant to Turlock Municipal Code Section 3-3-301 et seq.

The recommended changes are based on the following:

ENGINEERING

The grading permit costs were increased to account for actual time to plan review and inspect on-site civil improvements that are associated with new construction. In addition, the increase is necessitated by the State of California new storm water regulations that go into effect on July 1, 2015. With these new regulations, staff will be required to review storm water retention, management and treatment improvements, review calculations and increase inspection activities. The new storm water regulations are a significant addition to the scope of the grading permit.

FIRE SERVICES

The addition of a Records Retention Service Charge (records management fee) for fire permits is necessary to fund staff time spent processing, filing, data entry, and for equipment replacement and supplies (such as printers, scanners, ink, and paper).

MUNICIPAL SERVICES

Reduced Pressure Backflow Device Installation and Water Meter Drop In fees, which include Automatic Meter Read Endpoint Installation Units, reflect the current cost of installation plus materials.

The addition of a Construction Plan Review fee is necessary to fund staff time spent reviewing development and construction plans.

The addition of a Fire Hydrant Meter deposit is necessary as this fee was recently taken out of the Turlock Municipal Code to be intentionally placed in the MSI for ease of future modification.

PLANNING

The last update to the Planning permit fees occurred in FY 13-14. Since that time, staffing costs have increased by 10.7%. These increases are reflected in the proposed permitting costs for FY 15-16. If the increases are not incorporated into the permitting fees, General Fund revenues would be used to pay for the additional costs associated with processing private development applications.

Should the City Council decide not to incorporate the increased staffing costs into the fees, there are two fees that staff requests be adjusted or added as follows:

1. Planning Continuance Fee (P-02000): There was a typographical error in the FY 13-14 Council Resolution that resulted in an incorrect fee being assigned to Planning Commission continuances. The current fee should have been $355. The proposed change is to $390. Staff requests that, at a minimum, the fee be adjusted to its previous FY 13-14 level of $355.

2. Landscape Review Fee (New Fee): Second, the Planning Division has added a new fee category into its MSI schedule that is charged on grading permits to cover the Planning staff costs associated with the review and inspection of landscaping plans. The current level of the fee is $250. The proposed is $275. The addition of the fee into the schedule is a housekeeping measure to ensure that the Planning fee charged on the grading permit is approved by the City Council as a separate fee (similar to the Engineering fees that are recouped on the planning permit fees). Staff requests that, at a minimum, the fee be shown in the schedule at its current FY 13-14 amount of $250.

RECREATIONAL SERVICES

Due to an increase in minimum wage effective January 1, 2016, it has become necessary to increase some of our programming fees in order to offset the additional costs. We will also be adding a full time Recreation Coordinator in our PLAY program to improve service quality which will be offset by a $1.00 increase in the weekly program fee.

NOTE: *Proposition 26 Compliance –* The recommended augmentations to the schedule of fees and charges for City services pursuant to Turlock Municipal Code Section 3-3-301 et. seq. have met the test for Proposition 26 compliance. The proposed changes cannot be considered a "tax" as they pertain to costs of delivering specific services to the paying participant for a specific benefit or privilege for that participant – not charged for the benefit of others and as a governmental cost not exceeding the cost of delivering the specific service or program.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The specific fiscal impact of any individual change will be dependent on the frequency with which this service is provided in the 2015-16 fiscal year. These recommendations are based on (1) the cost of providing the service, and (2) Council's direction regarding cost recovery through the fee(s) charged.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decide not to accept staff's recommendations for fee changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPERSEDING AND REPLACING COUNCIL RESOLUTION NO. 2014-099 AND ADOPTING UPDATED COST RECOVERY PERCENTAGES AND THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES, TO INCLUDE CITY RECREATIONAL SERVICES, PURSUANT TO TURLOCK MUNICIPAL CODE SECTION 3-3-301 ET SEQ.	}	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock has conducted an analysis of its services, the costs of providing those services, the beneficiaries of those services and the revenues produced by those paying fees and charges for those services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, pursuant to California State law, the specific fees to be charged for services must be adopted by the City Council after providing notice and holding a public hearing; and

WHEREAS, the augmentations in fees recommended meet the statutory exemptions set in Article XIII C of the California Constitution (as introduced through Proposition 26 – 2010).

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

1. **Fee Schedule for Each Process** – The following schedule of fees and charges for general City services (Attachment A) and City Parks and Recreation specific services (Attachment B) is hereby directed to be computed by and applied by the various City departments, and to be collected for the herein listed special services when provided by the City or its designated contractors.

2. **Separate Fee for Each Process** – All fees set by the Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due and where such charge or refund is ten dollars ($10.00) or less, a charge or refund need not be made.

3. **Fee Schedule** – The fees listed on Attachment A and Attachment B supersede all prior fees and shall be charged and collected for the designated services.

4. **Interpretation** – This Resolution may be interpreted by the several City department heads in consultation with the City Manager and should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.

5. **Effective Date** – This Resolution shall go into full force and effect immediately.

6. **Invalidation of Fee(s)** - In the event that a court of competent jurisdiction invalidates the fee(s) set forth herein, the superseded fee resolution shall be automatically reinstated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
ADMINISTRATIVE SERVICES			
AD-13600	100%	Document Certification Service	$10 per certification
AD-13700	100%	Agenda/Minute Mailing Service	City Council Subscribers: $36.00/year Planning Commission Subscribers: $20.00/year
BUILDING and INSPECTION SERVICES *All fees are adopted by separate resolution.			
NEIGHBORHOOD SERVICES			
N-05601	100%	Garage Sale Permit	Issued in Office: $15.00 Issued in Field: $20.00 Revenue allocated 75% to Recreation and 25% to Neighborhood Services
N-06900	100%	Lot Clearing Service	F.B.H.R.[6]
N-07000	100%	Removal of Abated Vehicles	$165.00 per vehicle
N-18200	100%	Noise Permit	$50
CITYWIDE SERVICES			
CW-02800	20%[2]	Appeal Processing	$125.00
CW-03100	100%	Copies of Public Records	Pages 1 – 15 : 8½ x 11 page $.00 (n/c) 8½ x 14 page $.00 (n/c) Pages over 15: 8½ x 11 page $.15 per page 8½ x 14 page $.15 per page FPPC documents (over 15 pages) $.10 per page Color copies: $1.50 per page Each 24" blueprint $3.00 per sheet Each 36" blueprint $4.00 per sheet Each 42" blueprint $6.00 per sheet Plus postage costs if request is to be mailed If the request is to be faxed the cost is as follows: In-State for 1-5 pages $1.50 In-State for 6-10 pages $2.50 Out-of-State for 1-5 pages $2.50 Out-of-State for 6-10 pages $3.50 Requests in excess of 10 pages will be mailed or available for pick up at City offices.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
CW-03100 Continued			See E-17900 for charges related to copies of Engineering maps. DVR copy of elected and/or appointed official meetings (when available) $15/DVD
CW-03101	100%	Copies Requested through a Subpoena	F.B.H.R.[6] for retrieval, duplication, and processing, plus per-page cost for copies
ENGINEERING SERVICES			
E-00207	100%	Engineering Fees for Building Permit Review	F.B.H.R.[6] 0.25 hour minimum
E-00208	100%	Municipal Services Tree, Friability & Damage Inspection	$75.00
E-02100	100%	Lot Line Adjustment	$1,350.00 Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-02101	100%	Tentative and Vesting Tentative Parcel Map Applications	Residential: $1,725.00 Nonresidential: $1,725.00
E-02102	100%	Time Extensions Tentative and Vesting Tentative Parcel Map	Residential: $975.00 Non-Residential: $975.00
E-03200	100%	Final Map Checking	Subdivision Maps: $2,675.00 Parcel Map (Res): $1,825.00 Parcel Map (Non-Res)$1,825.00 Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-03301	100%	Grading Plan Check Fee	0-10,000 cubic yards moved: $2,540 10,000-100,000 cubic yards moved: $2,540 plus $134.00/ea/10,000 cy 100,000-200,000 cubic yards moved: $3,880 plus $114.00/ea/10,000 cy Over 200,000 cubic yards moved: $5,020 plus $89.00/ea/10,000 cy
E-03302	100%	Grading Inspection Fee	Ten Units/Lots or Less $1,185.00 Subdivisions $3,000.00
E-03303	100%	Parking Lot/On-Site Plan Check & Inspection Fee (Non-Residential)	Improved Value/Cost $____ x 23% Minimum Amount $325.00 A deposit of $325.00 due at plan submittal (credited on Grading Permit) Charges include 2 reviews. Additional resubmittals are $250.00 each.
E-03400	100%	R.O.W. Street Abandonment/Easement Review Legal Description Provided by Applicant Legal Description Written by City	Charges include 2 reviews. Additional resubmittals are $250.00 each. $1,050.00 $2,175.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
E-17900	100%	Copies of Engineering Maps	Black & White Maps Zoning Map $5.00 Color Maps Assessment Districts $28.00 General Plan $28.00 Sewer $28.00 Storm Drain $28.00 Water $28.00 Zoning $28.00 School Districts $20.00 Charges for any other maps to be determined based on the nature of the request.
E-18000	100%	GIS Development Charges	~~$92.00 per new residential unit building permit~~ Residential $95.34/Unit Non residential $286.02 / less than 50,000 sf $476.70 / 50,000 sf and greater
E-18100	100%	An automation/record retention service charge shall be collected on all construction and land use development permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage and retrieval systems	~~5~~7% of the applicable permit fee
E-18200	100%	Residential Parking Permit Fee	$780.00
E-18300	100%	Assessment District Formation Charge	$345.00
FINANCE SERVICES			
FN-10700	100%	New Utility Account Processing	$5.00
FN-10901	67%	Utility Service Security Deposit (required if customer cannot provide a letter of credit from another utility with one-year good credit history OR does not have one-year good credit history with City of Turlock within past five years).	TMC 6-5-302 "The deposit will be equal to the charges for services likely to be incurred during a period of three (3) months or two (2) billing periods, whichever is greater."
FN-12300	100%	Refuse/Garbage Collection (Franchise Fee)	Rates Established Through Franchise Agreement Approved by City Council

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
FN-13300	100%	New/Moved Business License Application Review	Application: $50.00 Initial License Fee: $30.00 State Disability Access Fee: $1.00 (*SB 1186 §4465*) Any changes to business license application: No Charge Duplicate License: $20.00 Regular Occupancy Inspection Application: $50.00
FN-13500	100%	Returned Check Processing (NSF)	$25.00 (first returned check) $35.00 (second returned check)
FN-16800	100%	Utility Delinquency Fee (*Water, sewer, and garbage*)	Residential/Commercial: $25.00 per delinquency Industrial: 10% of the delinquent monthly billing
FN-16900	100%	Utility Bill Payment Plan	$20.00 plus 50% of outstanding charges due and payable at set-up time of payment plan
FIRE SERVICES			
F-04701	100%	Vehicle Repair Permit	$35.00
F-06800	100%	Fire False Alarm Response	No charge for the first three false alarms within one calendar year. $150 for each response after three within one calendar year.
F-07100	100%	Burn Regulation Enforcement	$35.00 per permit
F-07200	100%	Developer Fire Flow Information	$35.00 for information that can be answered over the phone or via the internet (e-mail) $135.00 for information that will require some sort of field or general investigation. For special requests the charge will be based on the actual time involved charged at the Fully Burdened Hourly Rate.
F-07300	100%	Fire Report Copying	See Fee CW-03100
F-07400	100%	Fire Code Enforcement Inspection	No Charge for Initial Inspection and First Reinspection. Second and Subsequent Reinspections are $135.00 each.
F-07500	100%	Fire Code Related Permit Review & Inspection	Based on the actual and estimated time involved at a rate of $100.00 per hour.
F-07600	100%	Hazardous Material Permit Review	Based on the actual time involved at a rate of $100.00 per hour.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
F-07700	100%	Target Hazard Inspection	$100.00
F-07800	100%[4]	State-Mandated Fire Inspection	$100.00 per hour No charge for public schools.
F-07900	100%	Water/Flood Pumping and Clean-up	$90.00
F-07901	100%	Fire Sprinkler Plan Check	Initial Plan Check - $100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-07902	100%	Fire Alarm System Plan Review/Test	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-08000	100%	Fire Suppression System Flow Test/Inspection	$165.00 per riser plus $1.25 per head If additional trips are required for testing due to a phased project or a site's unreadiness - $165.00 per trip
F-08100	100%	Private Hydrant System Testing	$50.00
F-08200	100%	Spilled Load Clean-up	F.B.H.R.[6]
F-08300	100%	Flammable Liquid Tank Plan Review	$100.00 per hour
F-08400	100%	Tank Installation Inspection	$100.00 per hour for plan check and inspection plus $35.00 for Fire (Tank) Permit
F-08401	100%	Tank Removal or Repair Inspection	$100.00 per hour for plan check and inspection plus $35.00 for Fire (Tank) Permit
F-08500	100%	Special Fire Service	F.B.H.R.[6]
F-08600	100%	Fireworks Stand Permit Review	$200.00
F-08700	100%	Hood and Duct System Plan Check and Inspection	$100.00 per hour for plan check and inspection
F-15400	100%	Fixed Medical Gas System Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-16200	100%	Vehicle Spray Paint Booth Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.
F-16300	100%	Residential Fire Sprinkler System Inspection	$100.00 per hour If the plan requires outside consultation - $25.00 administrative processing fee each time the plan is sent out.

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
F-16400	100%	An automation/record retention service charge shall be collected on all fire permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage, printing, and retrieval systems.	$50.00 per permit
F-17200	100%	Fire Building Plan Check (for fire requirements)	$100.00 per hour
F-18100	100%	General Fire Permits (not otherwise listed above)	$35.00
F-18300	100%	Fire Occupancy Inspection	$100.00 per hour
F-18900	100%	Apparatus Charge Out Rate	$71.00 per hour
F-19400	100%	Tent/Canopy Permit Application	Permit $35.00 Inspection Fee $100.00
MUNICIPAL SERVICES			
M-10800	100%	Utility Location Identification	No Charge
M-10900	100%	Water Service	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5.
M-11000	100%	Water Service Installation	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11100	100%	Water Service Reinstatement/Reconnection – New Service and Delinquent Accounts	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11101	100%	Water Service Reinstatement/Reconnection – Repair/Emergency Requests	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11200	100%	Water Meter Testing	$25.00 per test
M-11300	100%	Back-Flow Device Testing	$35.00 plus F.B.H.R.[6] and materials
M-11400	100%	Water Pressure Testing	$25.00 per test
M-11500	100%	Water Sample Testing/Lab Analysis	$95.00 for first test; additional concurrent tests at F.B.H.R.[6] plus materials
M-11600	100%	Well Abandonment Processing	No Charge
M-11700	100%	Sewer Service	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11800	100%	Sewer Installation	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11900	100%	Sewer Stoppage Investigation	F.B.H.R.[6]
M-12000	100%	Sewer Dye Testing	$180.00 per request
M-12100	[5]	Wastewater Monitoring/Surveillance/Inspection	Incorporated into M-11700 Industrial Rate Structure

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
M-12200	100%	T.V. Inspection of Development	$1.10/linear foot
M-12400	100%	General Utility Street Usage (Franchise Fee)	Rates Established through Franchise Agreement Approved by City Council
M-12500	100%	Street Light Maintenance Labor Materials Electricity	F.B.H.R.[6] Actual Cost Actual Cost per Utility Company
M-12600	100%	Median and Parkway Maintenance	F.B.H.R.[6] Materials per Actual Cost
M-12700	100%	Street Tree Maintenance	Rates Established through a Contract Agreement Approved by City Council
M-12800	100%	Street Sweeping	Rates Established through a Contract Agreement Approved by City Council
M-12900	100%	Alley Maintenance	F.B.H.R.[6]
M-13100	100%	Storm Drainage Maintenance	Established by Separate Resolution of the City Council in Conjunction with Sewer Rates
M-13200	100%	Special Traffic Marking Service	F.B.H.R.[6]
M-16400	100%	Septic Tank Closure Inspection	Deposit of $500.00 (refundable upon verification of closure of tank) Closure Inspection Fee: $50.00
M-17300	100%	Water Main Tap Fee (New and Existing Main)	2" or less $337.00 4" – 12" $550.00
M-17400	100%	Water Tee (New and Existing Main)	4" – 8" $1,200.00 10" – up $1,450.00
M-17401	100%	Water Tie-In	4" – 8" $ 500.00 10" and up $ 700.00
M-17490	100%	Reduced Pressure Backflow Device Installation (installed by contractor)	A $500 deposit is required when a backflow device is installed by a contractor at the City's request. The deposit will be collected as part of the Water/Sewer permit and is refundable only after the backflow device has passed inspection by the City of Turlock. A deposit is not required when the backflow device is installed as part of a grading permit.
M-17500	100%	Reduced Pressure Backflow Device Installation	1" or less ~~$2,000.00~~2,994.00 1.5" ~~$2,100.00~~2,616.00 2" ~~$2,165.00~~2,410.00
M-17501	100%	Double Check Installation	1" ~~$1,475.00~~1,830.00 Fee for greater than 1" to be estimated
M-17600	100%	Water Meter Drop In (Meter and Endpoint Only) (Meter box already in place)	1" or less ~~$440.00~~295.00 1.5" ~~$600.00~~476.00 2" ~~$725.00~~545.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
M-1800	100%	Fire Hydrant Meter (for off-site construction fee)	A deposit of $800.00 will be collected for the rental of a fire hydrant meter. The deposit shall be refunded, less the amount for water used and the meter rental fee, upon return of the meter in good condition.
M-19500	100%	Inspection Fee	Inspections include, but are not limited to backflow installation, water connections and/or sewer connections. Initial Inspection Fee: $150 Will be collected as part of the Water/Sewer permit. Additional inspections will be charged at F.B.H.R.[~~7~~6]
M-19600	100%	Construction Plan Review	FBHR[6] (minimum of .25 hours)
PLANNING SERVICES (fees include 15% Records Management Fee)			
P-00700	100%	Minor Administrative Approval (MAA)	Site Plan Review/ Large Family Day Care/ New Christmas Tree/Pumpkin Lots*: $~~345.00~~400.00 Renewal Christmas Tree/Pumpkin Lots*: $~~170.00~~195.00 **plus a $500 refundable cleaning deposit* Sign Permit (*except freestanding signs*): 1st Sign: $~~100.00~~115.00 Each additional sign: $ 35.00 MAA Time Extension, Sign Reface, and Temporary Sign Permit: $35.00
P-00800	100%	General Plan Amendment/ Specific Plan/ Master Plan Adoption or Amendment[7]	F.B.H.R.[6] applied to a deposit of $~~10,000.00~~11,600.00
P-00900	100%	Prezone[11]	0-10 Acres* $~~4,830.00~~5,610.00 11-20 Acres* $~~6,550.00~~7,610.00 >20 Acres* $~~8,000.00~~9,295.00 **excludes State Board of Equalization and LAFCO Fees*
P-00901	100%	Rezone[7]	F.B.H.R.[6] applied to a deposit of: Minor (<5 Acres) $~~5,800.00~~6,740.00 Major (>5 Acres) $~~7,100.00~~8,250.00
P-00902	100%	Turlock Municipal Code Zoning Ordinance Text Amendment[7]	F.B.H.R.[6] applied to a deposit of $~~6,800.00~~7,900.00
P-01000	100%	Variance Application	$~~2,400.00~~2,785.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
P-01200	100%	Development Agreement Review[7]	F.B.H.R.[6] applied to a deposit of ~~$11,650.00~~13,540.00
P-01300	100%	Planned Development Application[7]~~/~~	F.B.H.R.[6] applied to a deposit of: Application Review: Including Rezone Fee Minor ~~$8,500.00~~9,875.00 Major ~~$11,000.00~~12,785.00 Amendment: Minor ~~$4,250.00~~4,940.00 Major ~~$5,600.00~~6,505.00 Existing Development (*change in standard only*) ~~$5,600.00~~6505.00
P-01500	100%[1]	Conditional Use Permit Review (*includes CUP amendments*)	Minor: ~~$3,350.00~~3,890.00 Medium: ~~$5,600.00~~6,505.00 Major: ~~$8,200.00~~9,530.00
P-01900	100%	Time Extension Review (*no change in project description*)	Tentative/Vesting Tentative Subdivision Maps: ~~$2,070.00~~2,405.00 CUP Time Schedules: ~~$2,100.00~~2,440.00 MDP Time Schedules: ~~$1,740.00~~2,020.00 PD Development Schedules: ~~$2,760.00~~3,205.00
P-02000	100%	Application Continuance Hearings	~~$55.00~~390.00
P-02100	100%	Appeal to Planning Commission	~~$500.00~~550.00
P-02200	100%	Tentative and Vesting Tentative Subdivision Map Application[12]	0-10 Acres: ~~$6,190.00~~7,190.00 11-20 Acres: ~~$8,670.00~~10,075.00 21-50 Acres: ~~$11,070.00~~12,865.00 >50 Acres: ~~$13,225.00~~15,370.00
P-02300	100%	Street Name Changes after Tentative Map Approval	0-10 Acres: ~~$200.00~~220.00 11-20 Acres: ~~$270.00~~295.00 21-50 Acres: ~~$330.00~~365.00 >50 Acres: ~~$400.00~~440.00
P-02500	100%	Minor Discretionary Permits (General)	Minor: ~~$2,300.00~~2,670.00 Medium: ~~$4,100.00~~4,760.00 Major: ~~$6,540.00~~7,600.00 Amendments: ~~$1,475.00~~1,710.00
P-02501	100%	Minor Discretionary Permits (Other)	Historical Site Contracts ~~$810.00~~940.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
			Minor Exceptions ~~$870.00~~1,010.00 Outdoor Dining ~~$800.00~~930.00 --if police clearance is required for alcohol sales, add $110.00 Sign Program (includes freestanding signs): Minor $700.00 Major ~~$1,400.00~~1,625.00
P-02600	100%	Temporary Use of Land Permit (TULP)	No Circulation Required (base fee) ~~$125.00~~145.00 Add to base fee, if required: - Circulation to City Departments/Outside Agencies ~~$90.00~~100.00 - Circulation to Neighbors ~~$45.00~~50.00
P-02700	100%	CEQA Review: Negative Declaration / Mitigated Negative Declaration / EIR[10] *(Recording and Department of Fish and Game Fees not included)*	Notice of Exemption (*customer request*) ~~$170.00~~195.00 Addenda to a Negative Declaration or Mitigated Negative Declaration ~~$880.00~~1,020.00 Negative Declaration ~~$1,660.00~~1,925.00 Mitigated Negative Declaration ~~$3,400.00~~3,950.00 Mitigated Negative Declaration with special studies: ~~$5,175.00~~6,015.00 EIR Contract Management/Oversight: 17% of EIR cost
P-02900	100%	Zoning Verification Letter - Zoning Verification Only - Property Research Letter (*response to a specific list of questions*)[7]	~~$75.00~~85.00 F.B.H.R.[6] applied to a deposit of $100.00
P-03000	100%	Home Occupation Permit Review	~~$86.00~~90.00 $115.00 if police approval required
P-17100	100%	Zoning Certificate	~~$75.00~~85.00
P-17800	100%	Planning Review of Building Permits for Single – Family Homes:	

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
		Custom Home Plan Review Master Plan Review Lot Specific Plot Plan Review for a Master Plan Unit	F.B.H.R.[6] F.B.H.R.[6] ~~$75.00~~80.00 per residential unit
P-18600	100%	Planning Review of Building Permits for Multi-Family / Commercial / Industrial	F.B. H.R. [6] plus $325.00 for Landscape Review and Building Inspection
P-18700	100%	Encroachment Permit Review	~~$75.00~~83.00
P-18800	100%	Williamson Act	Cancellation Fee (*includes CEQA Negative Declaration*) ~~$7,070.00~~8,215.00 Notice of Nonrenewal: ~~$130.00~~150.00
P-19100	100%	Mobile Food Vendor	Initial Permit: ~~$765.00~~880.00 Annual Renewal: ~~$75.00~~85.00
P-19200	100%	Shopping Cart Containment/Retrieval Ordinance	Plan Review: ~~$135.00~~155.00
P-19300	100%	Landscape review Fee	$275.00
POLICE SERVICES			
PD-03600	100%	Immigration Clearance Letter	$25.00
PD-03700	100%	Subpoena Service	This service is currently provided by the Sheriff's office. Turlock Police Services does not provide this service.
PD-03800	100%	Bicycle Registration (limited by State law)	$4.00
PD-03900	50%	Special Traffic Request	To be determined by the Judicial Branch of the Government
PD-04000	100%	General Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04100	100%	Vehicle Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04200	100%	Parking Violation Enforcement	To be established from time to time by Ordinance or Resolution of the City Council
PD-04300	100%	Wide/Overweight/Overlong Load Permit Review	Individual: $15.00 Plus F.B.H.R.[6]
PD-04400	100%	Vehicle Citation Correction Inspection	$12.00 Collection of fee currently suspended
PD-04500	100%	Courtesy Accident Report Investigation and Compilation	F.B.H.R[6]
PD-04600	100%[3]	DUI Accident Cost Recovery	F.B.H.R.[6] Not to exceed statutory limitation

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-04700	100%	Removal of Abandoned Vehicles	$70.00
PD-04800	100%	Police Report Copying	See Fee CW-03100
PD-04900	100%	Fingerprint Processing	Pursuant to Penal Code Section 13300(e) – $10 for LiveScan fingerprinting required for City Services (i.e. licensing and permit applicants) plus other Agency pass-through charges All others – $25.00 per card (Live Scan or ink rolled) plus other Agency pass-through charges
PD-05000	100%	Crime Scene/Police Photo Reproduction/Video	$3.50 per photograph/video
PD-05100	50%	Statutory Registration	$30.00
PD-05200	100%	Police False Alarm Response	Deleted as the Police Department has adopted a Verified Response Policy related to alarms.
PD-05300	100%	Noise Disturbance Response	No charge for the initial response and warning. $92.00 each response for the second and subsequent responses within a 24-hour period.
PD-05400	100%	Special Police Service	F.B.H.R.[6] or per Special Agreement/ Contract
PD-05500	100%	Funeral Escort Service	F.B.H.R.[6]
PD-05700	50%	Animal Control Operations	**Dog Impound Fee:** 1st time $ 50.00 2nd time $100.00 3rd time $200.00 **Care/feeding** $5.00 per day (1st time fee waiver if dog properly licensed or owner requests that dog is spayed/neutered as a condition of reclaim.) ($18.00 rabies deposit required for any dog upon reclaim that is not currently vaccinated or current vaccine will expire within thirty (30) days.) **Cat Impound Fee:** 1st time $10.00 2nd time $20.00 3rd time $30.00 **Care/feeding:** $ 5.00 per day Altered:

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-05700 (continued)	50%		1 yr $10.00 2 yrs $20.00 3 yrs $30.00 Unaltered: 1 yr $100.00 2 yrs $200.00 3 yrs $300.00 With a veterinarian's letter of medical condition a $40 one year license is available for an unaltered dog. 50% discount for seniors (65 and older) for **altered** dog licenses only. $1 of the dog license fee will be reserved for the animal control building fund. **Late Fee:** $ 35.00 **Spay/Neuter Fee:** Customer will be charged the current cost of spay/neuter service as contracted by the City of Turlock with its outside vendors. **Rabies Vaccination Fee:** Customer will be charged the current cost of rabies vaccination fees as contracted by the City of Turlock with its outside vendors **Quarantine Fee** (Bite Animal): $35.00 first day and $9.00 each day thereafter for care/feeding

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-05700 (continued)	50%	Animal Control Operations (continued)	**Home Verification of Quarantine:** $25.00 **Surrender Fees** (owned pet) delivered to Animal Control Facility: Adult dog: $50.00 Adult cat: $20.00 Puppy (< 6 mos.): $20.00 Kitten (< 6 mos.): $ 10.00 Litter (4 or more with proof of spay or surrender of the mother only.) $ 25.00 **Owner-requested animal pick-up fee:** $25.00 **Disposal of Dead Animal brought to Animal Control Facility:** Small Animal (1-39 lbs) $10.00 Large Animal (>40 lbs) $20.00 **Animal Trap Rental:** $50.00 deposit plus $2.00 per day **Animal Services Inspection:** $25.00 **Potbellied Pig License Fee:** $20 per year **Microchip Fee:** $20.00 per animal **Barking Dog Collars** (pilot program) Rental Deposit - $50.00 **Vicious/Nuisance Dog Fee** (per State of CA Food & Agricultural Code Section 31641) - $100.00 **Breeder Certificate** $100/year (See TMC Section 6.1.601 for failure to obtain penalty) **Rescue Permit** (per TMC 6-1-117, requires annual inspection) - $100.00
PD-05800	100%	Background Check	$34.00 per investigation
PD-05900	100%	Vehicle Identification Number (VIN) Verification	$23.00 Service currently suspended as DMV only recognizes CHP verifications (not local agencies)
PD-06000	100%	Criminal Processing (Booking)	F.B.H.R.[6] plus pass-through of County Jail Booking Fees

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-06100	100%[3]	Concealed Weapon Permit	Original Filing: $100.00 Plus fingerprinting charges (See PD 4900) per California Penal Code §12054 Renewal: $25.00 (reprinting not required)
PD-06200	100%	Gun Safety Class	$162.00
PD-06400	100%	Firing Range Facility Rental (as authorized by City Council)	$250.00 deposit required $150.00 per day or partial day, subject to restrictions per Resolution 2002-064
PD-06500	100%	ABC One-Day Permit	$40.00
PD-06600	100%	Copy of Citation	$3.00 per request
PD-13400	100%	Business Regulation	Permit: $180.00
PD-13900	100%	Ambulance License Application	Initial: $305.00 Renewal: $100.00
PD-14000	100%	Bingo Games Application	Initial application fee $305.00 Plus Fingerprinting Charges (See PD-4900) Annual Renewal fee $100.00 (reprinting not required)
PD-14100	100%	Card Room Application	Original Filing: Owner/Operator $305.00 Employee $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $100.00 (reprinting not required)
PD-14200	100%	Enforcement/Signage for Cruising, Loitering, and Skateboarding	$40.00
PD-14300	100%	Dance Hall Application	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14400	100%	Fortune Telling Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal $100.00 (reprinting not required)
PD-14500	100%	Garbage Disposal (Individual's) Permit	Initial: $64.00 Renewal: $32.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-14600	100%	Introduction, Dating, Escort Service Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14700	100%	Massage Establishment Permit	Initial Application: Business $305.00 Employee: $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Business $100.00 Employee $100.00 (reprinting not required)
PD-14800	100%	Skating Rink Application	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $100.00 (reprinting not required)
PD-14900	100%	Taxicabs and Autos for Hire Includes limousine services	Initial Application: Owner/Operator $305.00 Employee $ 50.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $ 25.00 (reprinting not required)
PD-15000	100%	Tow Car or Tow Service Application	Initial Application: Owner/Operator $501.00 Employee $100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator $100.00 Employee $100.00 (reprinting not required)
PD-15200	100%	Pool Room Permit, Amusement Machine Permit, Marble Games Permit	Initial Application: $305.00 Plus fingerprinting charges (See PD 4900) Renewal: $172.00 (reprinting not required)
PD-15300	100%	Itinerant Vendor Police Clearance	$52.00 Plus Fingerprinting Charges (as required) (See PD-4900)
PD-15500	100%	Close-Out and Similar Sales	Filing Fee: $50.00
PD-15600	100%	Festival License	F.B.H.R.[6] Deposit of $1,000.00 with a per-day charge of $500.00. Non-profit organizations are exempt.
PD-15700	100%	Sidewalk Sales Permits	Filing Fee: $417.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-15800	100%	Stored/Impounded Vehicle Release	$160.00
PD-15900	100%	Retail Firearms Sales Permit	Original Permit: Owner - $55.00 Each Employee - $55.00 Plus Fingerprinting Charges (See PD-4900) Renewal Permit: Owner - $50.00 Each Employee - $50.00 (reprinting not required)
PD-16000	100%	Second/Pawn Dealers Permits	Owner - $100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees Each Employee - $100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees
PD-16100	100%	Vehicle Repossession Report	$15.00
PD-16600	100%	Adult Business/Entertainer Permit	Adult Business Permit: $305.00 Plus fingerprinting charges (See PD 4900) Adult Entertainer Permit: $305.00 Plus fingerprinting charges (See PD 4900) Renewal/Owner: $100.00 Renewal/Employee: $100.00 (reprinting not required for renewal)
PD-18400	100%	Firearms Storage Fee	$75.00 per year
PD-18500	100%	Parade Permits	$225 per parade (see Police Department for restrictions regarding streets which may be used for a parade)
PD-19000	100%	Public Convenience and Necessity	$750.00
PD-19300	100%	Failure to Display Placard (Veh Code 40226) Administration Charge for Citation Cancellation	$25.00
TRANSIT			
T-10600	100%	Transportation Operations	Maintain Current Fee Structure

Attachment A

Explanatory Notes to Recovery Percentages

1. Recovery 20% with a no refund policy.
2. Not to exceed statutory limitation.
3. 100% on private inspections, no cost to schools.
4. Incorporated into M-11700 Industrial Rate Section.
5. 100% recovery plus postage.
6. "Fully Burdened Hourly Rate" (F.B.H.R.) is defined as a City employee's hourly work rate, plus a fringe benefit rate, plus the sum of overhead rates. Fully Burdened Hourly Rate is mathematically expressed as follows:

   + Employee Hourly Work Rate
   + Fringe Benefit Rate
   + Sum of Overhead Rates
   = Fully Burdened Hourly Rate

7. "Deposit-based" permit fee: Charged at "actual cost" using the weighted labor rate or "Fully Burdened Hourly Rate" (FBHR)[6]. The minimum charge for the permit is equal to the deposit amount and is nonrefundable. All additional staff time and expenses to complete the application process, including costs accrued by other City divisions or departments, exceeding the initial deposit amount will be charged at actual cost. If the deposit reaches a balance less than 20% of the initial deposit, the Applicant will be notified by the Turlock Planning Division to make a subsequent deposit, as determined by the Manager of the Planning Division, based on the estimated work remaining. Applicants shall pay the subsequent deposit within 14 days of the invoice date. If the subsequent deposit is not received within 14 days of the invoice date, processing of the application will be suspended until such time that the subsequent deposit is received by the City of Turlock Planning Division. If a balance remains after reconciling the final invoice, a refund check will be mailed to the Applicant. Public hearings will not be scheduled until payment in full is received by the Turlock Planning Division.
8. Additional fees will be collected at the time of application and prior to filing the Notice of Determination as established by the State of California Department of Fish and Game and the Stanislaus County Clerk-Recorder's Office.
9. Permit fee is added to applicable entitlement fee (base fee) to cover staff and expenses associated with the LAFCO application review and hearing processes. If no other entitlement is required for the project, the base fee is the same as the applicable Rezone application fee to cover staff and expenses associated with application review and hearing processes for the City.
10. Permit fee is added to any other applicable application fees. If no other entitlement is required, no base fee is added.

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R-09000 & R-09001	90%	Pedretti Field – Adult/Youth	Adult Tournaments $150/field/day without gate fee $200/field/day with gate fee Youth Tournaments $140/field/day – without gate fee $190/field/day – with gate fee Hourly Rentals For All Uses: $32/hour/field – youth and seniors $37/hour/field – adults Lights - $12/hour Additional Field Preps - $25/field Partial Prep - $15
R-09004		Turlock Regional Sports Complex Baseball/Softball Field Usage	Fees associated with usage of the Baseball/Softball fields will be the same as listed for the fields at Pedretti
R-09002 & R-09003	90%	Turlock Regional Sports Complex Soccer Field Usage Adult & Youth (rates based on calendar 2006 percentages)	Adult Field Usage Per Field Usage: $37/hour (2 hour min) Tournament Rate: $350/field Youth Field Usage Per Field Usage: $32/field (2 hour min) Tournament Rate: $290/field Applies to All Soccer Uses Non-Refundable Rental Deposit: $150 Vendor Daily Rental: $50 Vendor Deposit: 0 Storage Building Rental: $100/month Additional Facility Requests: fee to be determined based on individual request

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE	
R09900	n/a	Picnic Facility Reservation Service		Rental Fee
R-09901	n/a	Donnelly Park	Area A	$37
			Area B	$37
			Area C	$62
			Area D	$32
			Area E	$32
			Area F	$77
			Area G	$37
			Area H	$37
			Area I	$37
			Area J	$37
			Area K	$32
			Area L	$32
			Area M	$62
			Area N	$32
			Meadow	$102
R-09902	n/a	Crane Park	Area A	$42
			Area B	$52
			Area C	$52
			Area D	$47
			Area E	$42
			Area F	$42
			Area G	$47
			Area H	$42
R-09903	n/a	Pedretti Park	Covered Area	$77
R09905	n/a	Broadway Park	Area A	$62
			Area B	$32
			Area C	$37
R-09906	100%	Bounce House Permits	$35 at designated locations	

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
		City Building Room Rentals*	
		Category A – No Fee – Uses and activities administered and /or sponsored by the City of Turlock. **Category B** – No Fee – Uses and activities administered and /or sponsored by the Turlock Unified School District. (fees for special equipment, setup or cleanup may apply) **Category C** – 75% of Fee plus insurance – Uses and activities including fund-raising events, sponsored by local community organizations that can establish tax- exempt status pursuant to IRS Code Section 501 (c) (3). **Category D** – 100% of Fee plus insurance –For uses and activities(such as wedding, reception, anniversary and birthday celebrations, etc.) for which no fee is charged for admission and attendance is by invitation only **Category E** – 125% of Fee plus insurance. Uses and activities are designed to raise funds (through an admission or requested donation).	
R-13801	See Above	War Memorial Building (minimum rental – 4 hours)	100% rental fee is $95.00/hour (see categories above for rental fee to be charged) Damage deposit $500.00
R-13802	See Above	Senior Center (minimum rental – 4 hours)	100% rental fee is $80.00/hour (see categories above for rental fee to be charged) Damage deposit $300.00
R-13804	See Above	Rube Boesch Center (minimum rental 2 hours)	100% rental fee is $40.00/hour (see categories above for rental fee to be charged) Damage deposit $150.00
R-13805	n/a	Other Building Rental Fees	
R-13806	n/a	Cancellation Fee – Building Rentals	$40
R-13808	n/a	Park Reservation Change Fee and Sports Facilities	$8.00 / transaction
	n/a	Park and Sports Facilities Reservation Cancellation Fee	$18.00 / transaction
R-13809	n/a	Building Rental contract Revision	$30.00 / revision
Building Fees will include: Facility Supervisor, facility setup & clean up.			
Exempt: Rube Boesch Center			
***Fees exempted for polling places**			

Attachment B

Program	Program Fee		Participant Fee
Rec on Wheels	Free		No fee
Babysitting Class	$22.00		See Additional participant fee in "other fees"
Basketball – Youth	Clinics vary depending on length	Clinic 1: $36.00 Clinic 2: $42.00 Clinic 3: $47.00 Clinic 4: $62.00	See Additional participant fee in "other fees"
Dance Etc.	I. 2-3yrs $48 II. 4+yrs $64 III. Ballet 1&2 $76 IV. Ballet 3&4 $96 Recital Fee $2 / per person		See Additional participant fee in "other fees"
Football Passing League	$22.00		See Additional participant fee in "other fees"
Fun Runs	1-Mile: $13.00 2-Mile: $18.00		0 0
Girls' Basketball Camp	$62.00		See Additional participant fee in "other fees"
Girls' softball Program	$87.00 per player		See Additional participant fee in "other fees"
Holiday Parade Entry fee	Non-Profit/General $50.00 Commercial $70.00 Late Fee $20.00 Entries over 50 feet total additional $25.00		No fee
Indoor Soccer (for tots)	4 weeks, 1 day/week - $35.00		See Additional participant fee in "other fees"
Instructional Classes/Clinics (not listed elsewhere)	This is for new "start-up" programs/classes. The fee will be calculated based on staff analysis of the total costs of providing the program/class. If the program/class is continued beyond the initial year, it will be individually added to this list		See Additional participant fee in "other fees"
Sticks for Kids Golf	$29		See Additional participant fee in "other fees"
Jr. Lifeguard	I. 11-15 years old beginner $70.00 II. 12-15 years old advanced $70.00		See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kidz Love Soccer	8-weeks, 1 day/week - $84.00 9-weeks, 1 day/week - $94.00 Soccer Skillz Class - $94.00;$104.00	See Additional participant fee in "other fees"
Line Dancing	$29.00	See Additional participant fee in "other fees"
National Youth Sports Coaching Association (NYSCA) Training	$23.00	n/a
Basketball Open Gym	$24.00	See Additional participant fee in "other fees"
School Break Camp	1 week camp – ½ day ~~$71.00~~50.00 (Additional children in same program $45.00 each) 1 week camp – full day $93.00 (Additional children in same program $83.00 each) Daily Fee $25.00 (No multi-child discount) 5-Day Punch Card $100 (~~2 or more~~ additional children in same program $90.00 each. Must be in same transaction.)	Annual Registration $12.00 (Summer)
Pedretti Park and Regional Sports Complex Baseball Softball Tournaments	Class 1: $250.00 Class 2: $275.00 Class 3: $300.00 $31.00/tournament will be retained in the Recreation Division to fund/reservation cost.	n/a
Pedretti Park Player Participation Fees	Youth: $2.00 per player/per league Adult: $1 per player/per game/per league	n/a
Pee Wee Baseball (7 – 8 year)	$50.00 Spring/Summer	See Additional participant fee in "other fees"
PLAY (Positive leisure Activities for Youth)	Weekly: ~~$36.00~~37.00 (~~2 or more~~ additional children in same program: ~~$31.00~~32.00/week) Punch Card (10 passes): $93.00 (~~2 or more~~ additional children in same program $83.00 each~~,~~; ~~m~~Must be in same transaction.) Morning Care Monthly $40.00 Morning Care Punch Card (5 Days) $15.00 Emergency 1 day fee $12.00 (no multi-child discount)	Annual Registration $53.00 (Full year) Late Registration (3/1 – End of School Year) $25.00

Attachment B

Program	Program Fee	Participant Fee
Recreational Swimming	Youth 0-17 yrs - $1.00 Adult 18+ yrs - $2.00 $.50 pre-sale swim passes to qualifying nonprofit agencies	None
Open Gym – Teens	$3.00	No fee
Tennis	Youth 5-17 years: $39.00 Adult/Child Class: $100.00	See Additional participant fee in "other fees"
Softball, Adult	Spring $290.00/team Summer: $545.00/team Fall: $415.00/team ASA Team Registration: $18/Adult & $13/Youth	$1.00 per player / per game player fee
Special Events	The fee will be calculated based on staff analysis of the total costs of providing the event. These activities/events are anticipated to be few and unique in nature.	See Additional participant fee in "other fees"
Swimming Lessons	Summer: $36.00	See Additional participant fee in "other fees"
T-Ball Baseball (5-6 years)	$50.00 Spring/Summer	See Additional participant fee in "other fees"
Teen Advisory Council	$64.00	See Additional participant fee in "other fees"
Youth Volleyball	Jr. High $44.00 High School $54.00 Open gym $30.00	See Additional participant fee in "other fees"
Tiny Tot Baseball	$48.00	See Additional participant fee in "other fees"
Track	$34.00 per session	See Additional participant fee in "other fees"
Turlock Night Out (Friday Night Out)	Free	No fee
Tai Chi Chuan	$40.00 per session ~~for 4 weeks~~ – 1 day per week	See Additional participant fee in "other fees"
Volleyball	$97.00 / team Summer/Grass: $55.00/team	$1.00 per player per game (for all non-grass leagues) $7.00/player fee (for grass league)
Water Polo	Intro to Youth Water Polo I $60.00 Intro to Youth Water Polo League II $70.00	See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kid Time Fitness Classes	6 Weeks: $36.00 8 Weeks: $48.00	See Additional participant fee in "other fees"
Other Fees		
Contract Programs Split	60% to Contractor 40% to City Kidz Love Soccer Only 70% to Contractor – 30% to City	
Program Late Registration Fee	Individual: $5.00 Team: $30.00 Special Event: $2.00	
Participant Fee Per Person / Per Program	Additional fee added to program fees to assist with administration overhead cost	$6.00 youth resident $8.00 adult resident
Program Transfer Fee	$8.00 per person	No fee
Program Cancellation Fee	$10.00	No fee

NOTE – Participant fee will be separate fee charged on an annual basis for the calendar year 2007. Beginning January 1, 2008 this fee will convert to a per program fee at a rate of $3/ program for youth and $4/program for adults and will be included as part of the program fees listed above. Beginning July 1, 2008 this fee will increase to $6/ program for youth and $8/ program for adults.

The following programs are free to the participants.
The funding mechanism is noted beside each program.

After School Education and Safety Grant	$75 Annual Registration Fee Fee can be waived by Turlock Unified School District
Marty Yerby Center After School Program	Funded Via Contract with Stanislaus Housing Authority

7E

Council Synopsis

June 23, 2015

From: Phaedra A. Norton, City Attorney

Prepared by: Phaedra A. Norton, City Attorney

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 4, regarding Officers and Employees, Article 2, Section 07, Paragraph (n) to recognize the authority of the Mayor to execute certain documents and to expand the authority of the City Manager to execute certain documents

2. DISCUSSION OF ISSUE:

Government Code §40602 provides as follows:

> "The mayor shall sign:
> (a) All warrants drawn on the city treasurer.
>
> (b) All written contracts and conveyances made or entered into by the city.
>
> (c) All instruments requiring the city seal.
> The legislative body may provide by ordinance that the instruments described in (a), (b) and (c) be signed by an officer other than the mayor."

Currently, Turlock Municipal Code §2-4-207(n) only grants the City Manager the power to execute contracts approved by the City Council, pursuant to Government Code §40602.

The attached ordinance recognizes the authority of the Mayor to execute certain documents pursuant to Government Code §40602 and expands the authority of the City Manager to execute all warrants drawn on the City treasurer, conveyances, and all instruments requiring the City seal, pursuant to Government Code §40602.

3. BASIS FOR RECOMMENDATION:

N/A

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Take no action.

B. Modify the proposed ordinance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 2, CHAPTER 4, REGARDING OFFICERS AND EMPLOYEES, ARTICLE 2, SECTION 07, PARAGRAPH (n) TO RECOGNIZE THE AUTHORITY OF THE MAYOR TO EXECUTE CERTAIN DOCUMENTS AND TO EXPAND THE AUTHORITY OF THE CITY MANAGER TO EXECUTE CERTAIN DOCUMENTS	}	**ORDINANCE NO. -CS**

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

SECTION 1. AMENDMENT: Title 2, Chapter 4, Article 2, Section 07, Paragraph (n) is hereby amended to read as follows:

2-4-207 Powers and duties.

(n) Authorization to execute ~~contracts~~ certain documents. Pursuant to Government Code §40602, the Mayor is specifically authorized to execute all warrants drawn on the City treasurer, all written contracts and conveyances made or entered into by the City and all instruments requiring the City seal. In addition to the Mayor, ~~P~~pursuant to Government Code §40602, the City Manager of the City of Turlock is hereby authorized to execute all warrants drawn on the City treasurer, all written contracts and conveyances made or entered into by the City, and all instruments requiring the City seal, once approved by the Turlock City Council.

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 14th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

8A

Council Synopsis

June 23, 2015

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of various street sections within the City of Turlock on Saturday, August 8, 2015, from 1:00 p.m. to 10:00 p.m., for the Turlock Criterium bicycle race and authorizing the City Manager to apply appropriate conditions and restrictions

2. DISCUSSION OF ISSUE:

Background

On April 15, 2015, the Recreation, Parks and Public Facilities Department received a Special Event Permit application (Exhibit A) from Mitch Boehs, who proposed holding a Turlock Criterium bicycle race on Saturday, August 8, 2015. The applicant, who would also serve as race director, requested to close portions of West Main Street, Market Street, South Broadway, "A" Street, "B" Street, "C" Street and South First Street as part of this USA Cycling event with road closures in effect from 1:00 p.m. to 10:00 p.m.

On April 28, 2015, the applicant met with City staff from various departments for a pre-event meeting where Staff was able to learn more about the proposed event, provide general information regarding City requirements, as well as better understand the steps the applicant has taken to prepare for an event of this nature. Due to the potential negative impact to downtown businesses on what is traditionally a busy night of the week, Staff suggested alternate dates and times that could be less impactful, as well as alternative route suggestions that could benefit local businesses and residents, but the applicant desired to maintain the proposed route, date and time.

Staff agreed to prepare a temporary traffic control plan to address traffic safety, verify insurance requirements, and prepare other required conditions over the coming weeks, while the applicant agreed to notify all affected property owners. Record of this notification was provided by the applicant (Exhibit B).

Public Notification
In addition to the personal notification by the applicant, City staff recognized the need to provide written notice of the event to all directly affected property owners (Exhibit C), as well as those within the surrounding area. On May 26, 2015, the City mailed notices to all properties within 1,000 ft. of the proposed route that advised of the event, potential impacts to adjacent properties, and information regarding the date and time of the city council meeting where the associated street closure would be considered. These efforts demonstrate the City's due diligence in ensuring all property owners in the general vicinity are aware of the event and have an opportunity for input.

Staff is also requiring, as a condition of permit approval, that the applicant provide written notice to all directly affected property owners, defined as those properties that have a property edge along a portion of the closed route. This written notice will provide more details of the event, including access restrictions, and will need to be mailed or hand-delivered within 10-15 calendar days prior to the event. This notification requirement has been made to serve as a reminder to residents and business owners of the upcoming closures.

Temporary Traffic Control (TTC) Plan
City staff developed a customized TTC Plan (Exhibit D1) and an alternate TTC Plan (Exhibit D2) for this event to provide for the safety of motorists, bicyclists and pedestrians in and around the event area. The Plans specify the types of TTC devices that must be used and their placement. No vehicles will be permitted to travel along, through or across the race route during the time of the street closure, nor will on-street parking be permitted anywhere along the race route. In regards to pedestrian access, signs, barriers and yellow tape shall be placed along the perimeter of the route, on both sides, and event personnel (marshals) shall be present at all designated crossing locations to ensure the safe crossing of pedestrians. These restrictions are necessary for the safety of the race entrants, spectators and the general public.

These Plans were developed in accordance with requirements and recommendations of the California Manual on Uniform Traffic Control Devices, with consideration of requirements held by other local agencies in the region that have hosted events similar in nature and venue, as well as the professional engineering judgment of the City Engineer. Staff believes these Plans strike an appropriate balance between providing the traffic control necessary to ensure public safety, while also not providing overly burdensome requirements on the applicant. The requirements provided in these plans are similar to those provided for other major events previously held in Turlock, though the specific impacts of this event are notably different than past events in that they don't follow a lineal route through the City and instead involve closing off blocks of adjacent streets, which requires some additional traffic control to properly accommodate.

Conditions of Permit Approval
On May 22, 2015, City staff provided the applicant with a list of conditions necessary for securing approval of a special event permit. These conditions included:

1. Obtaining approval from the City Council for the specified street closures, scheduled for consideration of the City Council on June 9, 2015; and
2. Providing proof of a $1,000,000 general liability insurance policy, an endorsement naming the City of Turlock as an additional insured and a Primary Non-Contributory Endorsement; and
3. Providing written, public notification to all directly affected property owners within10-15 days prior to the start of the event; and
4. Providing the traffic control devices required under the TTC Plan, or agreeing to pay for the rental of said devices; and
5. Paying the actual costs incurred by the City regarding the event, as provided in an estimate, which include:
   a. Traffic control rental costs, if devices are not otherwise provided,
   b. City staff (street crew) time for setting up, maintaining and removing all traffic control devices, and
   c. City staff (police officer) time for enforcement personnel assigned to the event for public safety.

Public Reaction
The Turlock Downtown Property Owners Association (TDPOA) received a presentation from the applicant regarding this event and the TDPOA, through representative John Jaureguy, has not expressed any opposition to the City regarding this event at this time.

Several downtown property owners have contacted the City with concerns regarding the event and have expressed their intent to file a formal petition opposing it (see Exhibit E). The primary concern seems to involve the date and time of the proposed closures, as it is the busiest and most lucrative time of the week for downtown businesses. To-date the City has not received any feedback from residents near the southern end of the closure area.

Staff Recommendation
Although Staff does have concerns related to the economic impact of this event within the downtown area, the safety of pedestrians around the perimeter of this high-speed bicycle route, as well as quality of life impacts to residents related to the lack of access to residential properties within the closure area, the conditions and restrictions provided by the City are intended to mitigate some of these concerns. Therefore, Staff is prepared to approve the Special Event Permit application provided for this event, contingent on the applicant agreeing to follow all specified conditions of approval, including the approval of the associated street closures.

The Council has previously delegated street closure authority to the City Manager and City Engineer for residential street closures, such as block parties, but no such delegation of authority exists for other areas. As such, closures within industrial and commercial areas require specific approval.

3. BASIS FOR RECOMMENDATION:

A. Only the City Council is empowered to approve the closure of public streets.

Strategic Plan Initiative:
Not specifically identified within the City Strategic Plan as this item pertains to a privately organized, community event.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct impact. All costs associated with these events shall be paid by the applicants through consolidated billing by the City after the event. The applicant will be required to pay the actual costs.

5. CITY MANAGER'S COMMENTS:

Does not recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject approval for closure of the specified streets.

B. Reject approval for closure of the specified streets at the specified date and time and instead approve the closure of alternate street sections and/or an alternate closure date or times. This alternative could provide the benefit of a positive event, but mitigate the economic and quality of life issues associated with the current route, date and times.

C. Approve the closure of the specified streets at the specified date and time, but increase the general liability insurance required of the applicant from $1,000,000 per occurrence to $5,000,000 per occurrence, in recognition of the potential for high-speed bicycle and pedestrian conflicts at various points along the race route and the increased potential for serious injuries associated with such collisions. Under the Turlock Municipal Code this increase is permitted when an activity "has a substantial or unusual risk to the public general welfare, health and safety…" (TMC 1-6-101).

D. Approve the closure of the specified streets at the specified date and time, but require increased traffic control, such as physical barriers (i.e. orange fencing or metal rails) between the race route and sidewalk along both sides of the street around the perimeter of the event. This modification would reduce the likelihood of pedestrians entering the race route at unauthorized locations, but would also result in a substantial increase in costs to the applicant.

EXHIBIT A

Hi, my name is Mitch Boehs. I have been racing bicycles in Nor Cal for the last 8 years. I have somewhere around 500 races under my belt and have raced in many downtowns up and down the state. I also have experienced race promoters on my team advising me on this project.

I am proposing a criterium bicycle race for downtown Turlock on August 8th. I am considering a few different routes but do have a preference on one. I have included a map on page 3. The race will be about 7/10s of a mile long with racers racing multiple laps. We will have multiple races all day long. Each race will be about an hour long. We are also proposing a beer festival to be ran along with this event. The beer fest will depend on us being able to land a non-profit partner to help us. The event will be a twilight race and we will need street closures from about 3pm to 9pm. This race will be an official USA Cycling sanctioned event so all insurance and liability for the race and racers will be covered by them. I have already secured a spot on our local USA Cycling association calendar and because the calendar is so full the date is nonnegotiable.

Now on to the numbers and economic benefits to you the downtown business owners. While it is hard to guarantee any kind of numbers or benefits, there are a couple races held here in Northern California that I would like to model this event after. These events attract roughly 5000 spectators. If we are able to do the beer fest I believe this number is easily attainable. I want this to be an event that will include the local community and not just out of town racers. I plan to market the race and event accordingly to reach my goals. I expect about 500 racers. It would be safe to say at least 2/3rds of the racers will stay around and eat in downtown after their race. One thing I would like to stress here is it might take a few years to build this event up. Great races are not always built overnight but I am committed to doing whatever it will take to build this into a premier event for Downtown Turlock.

144 S Broadway
Turlock, CA 95380

Application Number: 8-8-2015

Telephone: (209) 668-5594
Fax: (209) 668-5619

To Special Event Applicant,

Thank-you for choosing the City of Turlock for holding your special event. The City of Turlock is host to many sporting and community events throughout the year. These events are an important part of the community and add significantly to the quality of life for residents and visitors. Depending on the nature of the event they can enhance neighborhoods, create unity amongst residents, highlight services and products, provide opportunities for marketing and add to our cultural enrichment.

This packet is intended to help you understand the special event permitting process and provide helpful information to make your event more enjoyable.

The City of Turlock is committed to providing wholesome, quality events that are safe and enjoyable. If you have questions regarding the permit process please call the Recreation Division Office at 668-5594.

We look forward to working with you.

Packet must be completed 30 days prior to event.

Initials MS Date 4/15/15

Recreation Division Mission Statement:

Through leadership and creativity the City of Turlock's Recreation Division enriches quality of life and strengthens community partnerships by providing excellent recreational, educational and cultural opportunities.

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

EVENT PERMIT APPLICATION

For City Park, Sports Complex or Buildings

A. GENERAL INFORMATION

NAME/NATURE OF EVENT: Turlock Criterium / Bicycle Race
(A brief description and name of the event)

PROPOSED DATE OF EVENT: August 8 ESTIMATED ATTENDANCE: 300-400

STARTING TIME: 1 pm (Including set-up time) ENDING TIME: 10 pm (Including clean-up time)

ORGANIZATION (if applicable): _____ EMAIL: mitch@hotmail.com

MAIN CONTACT: Mitch Boehs Date of Birth 1/27/1972

HOME PHONE: 209-756-2140 DAY PHONE: 209-756-2140
(Must be at least 18 years of age)

MAILING ADDRESS: 6588 Dwight Way

CITY: Livingston STATE: CA ZIP: 95334

B. EVENT CONTACTS

Person in charge at event: Name: Mitch Boehs Phone: 209-756-2140
Address/City/State/Zip: _____
Sponsoring Organization: Name: _____ Phone: _____
Address/City/State/Zip: _____
Head of Organization: Name: _____ Phone: _____
Address/City/State/Zip: _____

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: _____

The following items must be submitted along with your application:

Detailed Map of the Special Event (see Supplemental Application) ☑ YES ☐ NO

A list of any street/course monitors that will be employed during the event ☑ YES ☐ NO

D. EVENT SECURITY

Security Information:

Have you made arrangements for Security? ☐ YES ☑ NO (I will if needed)

If yes, who will you be using?
Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____

Telephone: (209) 668-5594
Fax: (209) 668-5619

Indemnification:

Renter 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, resulting from or in any manner related to the use of the facility rented; provided that any such claim, damage, loss or expense is attributable to bodily injury ,sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require the Renter to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of City.

I hereby acknowledge that I have read and understand and agree to all of the herinabove reflected notice and hold harmless and assumption of responsibility clauses. By signing below, I verify that the information in this application, any Supplemental Application, or attached item is true and accurate to the best of my knowledge.

SIGNATURE: _____ DATE: 4/15/15

PRINT NAME: Mitch Beebs PHONE: 209-256-2140

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Item Checklist

Please circle each item that will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER".

ITEM	***YES or NO***		***PLEASE DESCRIBE ALL ITEMS CHECKED "YES"***
Animals	YES	NO	
Alcohol Beverages	YES	NO	
Automobiles/Trucks	YES	NO	
Bicycles/Foot Races	YES	NO	This is a USA Cycling Sanctioned Race Bicycle
Booths/Stands	YES	NO	I might have a few local vendors/teams set up
Concessions	YES	NO	
Dance/Party/Concert	YES	NO	
Emergency Vehicle Access	YES	NO	Emergency Vehicles Will have Access in case of a Crash
Food Supplies/Sales	YES	NO	
Medical/First Aid Stations	YES	NO	I am required by USA Cycling to supply first Aid
Music/Amplified Sound	YES	NO	I plan to have music at the start/finish but not Amplified as in Loud
Parking	YES	NO	I do expect the race to use a lot of Downtown Parking
Police/Security	YES	NO	? If required by city
Rides/Bounce House	YES	NO	
Tents/Canopies	YES	NO	At Start finish and a few teams will have tents just small popup
City Property/Equipment *(Used or rented)*	YES	NO	I want to know about using barriers
Sanitation	YES	NO	I will supply portable restrooms

(Portable restrooms & water) If yes, please complete:

Number of port-a-toilets 4 Number of ADA accessible rest rooms 1
Setup Time: 1 pm Pickup Time: 10 pm

OTHER	YES	NO	

Initials MB Date 4/15/15

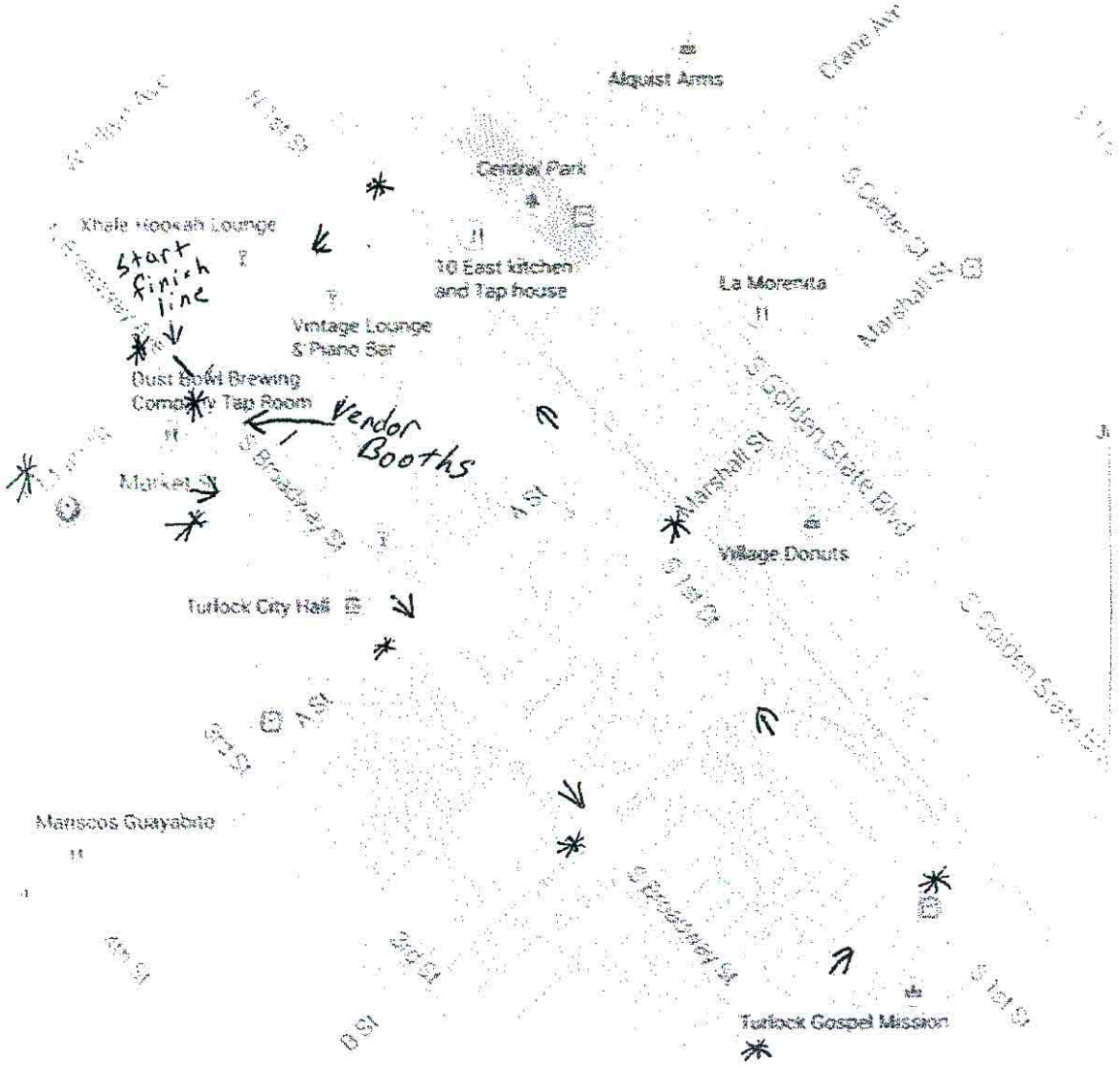
144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Map

Using the space below, please indicate the set-up/route anticipated for your event. Please be as clear as possible. Make sure to include all of the streets, road blocks, and any other significant structure on this map.

EVENT LOCATION: Event Start Broadway & Main. I need full road closures on main to market to Broadway to 6 st. to 1st. st back to main



Initials MB Date 4/15/15

* Course Corner Marshalls

144 S Broadway
Turlock, CA 95380

Application Number: _____

Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Form Authorization Certificate

Please Complete the Following Information

Event Name: Turlock Criterium

Event Location: _____

Event Contact Name:: Mitch Boehs Date of Birth: 1/27/1972

Contact Address: 6588 Dwight Way

City: Livingston CA Zip Code: 95334 Phone: 209-756-2140

To Be Completed By City Personnel Only

Authorization Date: _____

Department	***Description of Costs***	***Fee***
☐ *Police Services*		$
☐ *Recreation Services*		$
☐ *Engineering*		$
☐ *City Fire Services*		$
☐ *Municipal Services*		$
☐ *Business Licenses*		$

TOTAL EVENT COST: $

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature: _____ ***Position*** _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

PRE-EVENT CHECKLIST

To properly schedule the event the following "Required" items must be prior to the event.

Event Date: _____
Event Name: _____
Location: _____
Contact Person: _____ Phone: _____

REQUIRED	COMPLETED	
		Recreation Division
☑	☐	**INSURANCE REQUIREMENTS:** Renter must provide a $1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 days before the event and Renter's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)
☐	N/A	**ALCOHOL BEVERAGES SOLD:** All Alcohol must remain inside the facility. A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Recreation Division office to present to ABC prior to applying for liquor permit. There is a two- (2) week waiting period for the letter of permission. Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.
☐	☐	**Security Guard Requirement:** Security Guards are required when Alcohol is served. 1 guard is required for every 100 persons at the event. A Pre-approved list of Security Agencies is available at the Recreation Division office.
☐	☐ N/A	**Food Selling/Concessions Permit**

EXHIBIT B

To concerned parties within the City of Turlock,

This is to address a few issues of concern for the bike race I, Mitch Boehs am organizing for August 8th.

On Monday May 4th I walked through the neighborhood on the corner of Broadway & C St. and also First St. I knocked on all the doors and spoke with at least 90% of the neighborhood. I explained to them that I was putting on a bike race and was asking the city for road closures I also explained that they would not be able to park on the streets in front of their houses. Everyone was extremely receptive and actually quite excited for the event. A lot of them asked if it was okay for them to set up chairs in their front yards to watch. Furthermore on top of making a presentation to the Downtown Property owners Association. I should add here that Dustbowl was represented at that meeting. Earlier I had spoken to the property manager for Memo's. I also spoke to Jerry Powell from The Udder Place and I also spoke to Caroline from Two Guy's Catering. Jerry was supportive and said he thought it was a great idea. Caroline had some questions and took a lot of notes and thanked me for coming to them about this. I offered to her that I would meet with Ed & Steve if needed. I explained to everyone I have talked to that this will be going to city council and they were more than welcome to come the meeting. I have yet to get one negative comment about this event and far and away it has been positive.

This is to address the concerns of the city engineer. On our experience with street closures. This is a resume of all the permits that have been pulled by us in the last 4 years. We handled all the street closures ourselves at every event without a hitch! I should add here that Topsport is the licensed promoter of the Turlock Criterium.

Start Date	Permit	Event Name
04/11/2015	2015-629	Topsport Stage Race
02/15/2015	2015-275	Copper Town Square Circuit Race
02/07/2015	2015-266	Knights Ferry road race
04/27/2014	2014-927	Sonora Gran Fondo
04/05/2014	2014-317	Topsport Stage Race
02/16/2014	2014-314	Copper Town Square Circuit Race
02/01/2014	2014-315	Knights Ferry road race
10/20/2013	2013-3920	Pedal Merced
10/05/2013	2013-226	Copper Town Square Circuit Race
04/28/2013	2013-1049	Sonora Gran Fondo
04/06/2013	2013-228	Topsport Stage Race
03/02/2013	2013-908	Pee Wee Classic

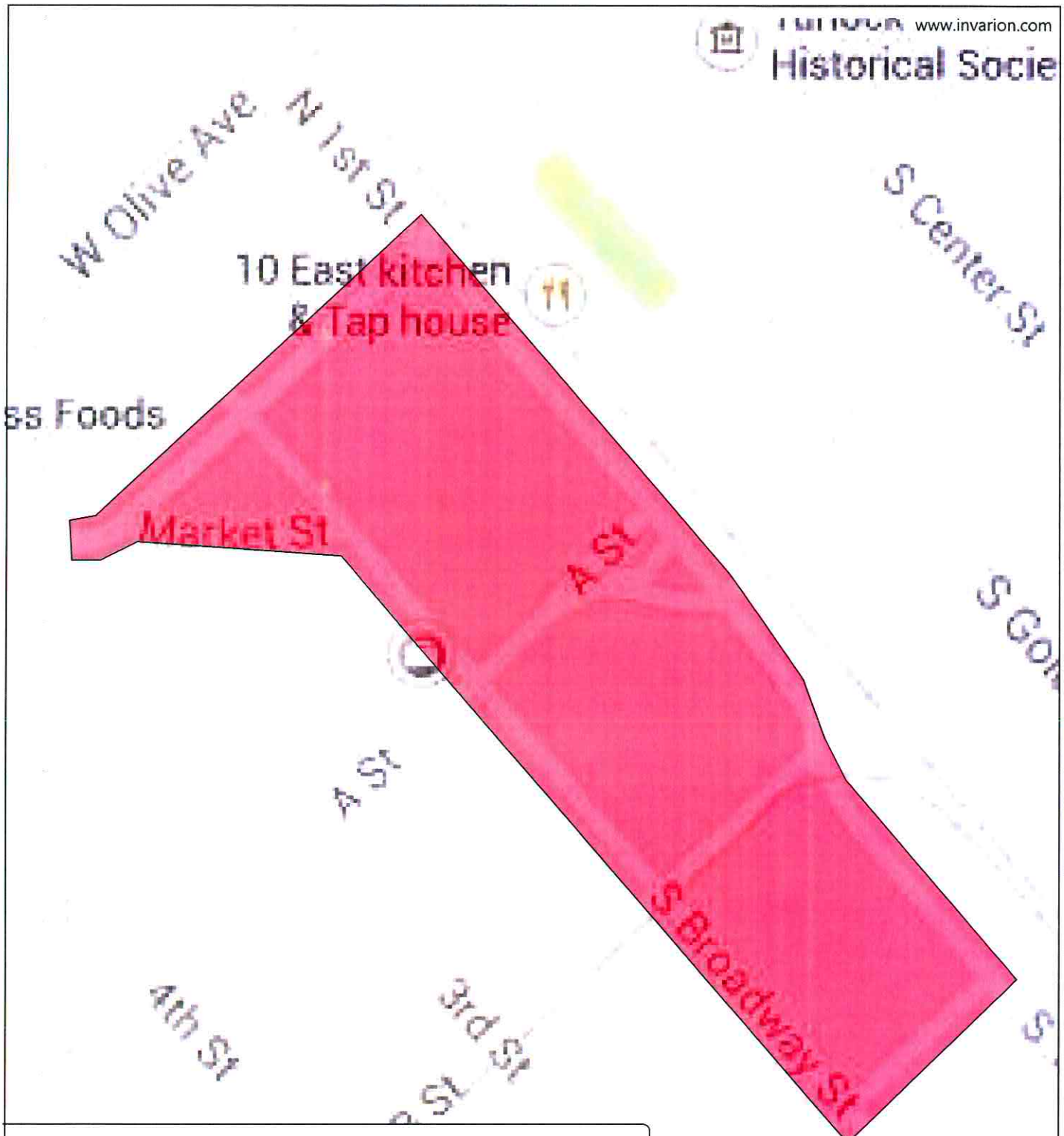
03/02/2013	2013-1065	United Way Tricycle Race
02/28/2013	2013-193	Merco Cycling Classic
02/17/2013	2013-225	Copper Town Square Circuit Race
02/02/2013	2013-227	Knights Ferry road race
10/14/2012	2012-3264	Pedal Merced
04/29/2012	2012-1717	Sonora Gran Fondo
03/31/2012	2012-1142	Topsport Stage Race
03/03/2012	2012-520	Pee Wee Classic
03/01/2012	2012-282	Merco Cycling Classic
02/19/2012	2012-266	Copper Town Square Circuit Race
02/04/2012	2012-284	Knights Ferry road race
09/10/2011	2011-2835	Canyons Century
06/04/2011	2011-1410	Topsport Stage Race
06/04/2011	2011-1411	Topsport Stage Race
04/02/2011	2011-797	Copper Town Square Circuit Race
03/05/2011	2011-1076	Pee Wee Classic
03/03/2011	2011-50	Merco Cycling Classic
10/02/2010	2010-3026	Canyons Century
07/31/2010	2010-2130	Copper Town Square Circuit Race
06/12/2010	2010-1431	Cal State Circuit Race
05/02/2010	2010-1011	Sonora Road Race
03/27/2010	2010-313	Topsport Stage Race
07/26/2009	2009-1598	Wenzel Coaching Cycling Clinics
05/03/2009	2009-1177	Sonora Road Race

Thank You,

Mitch Boehs

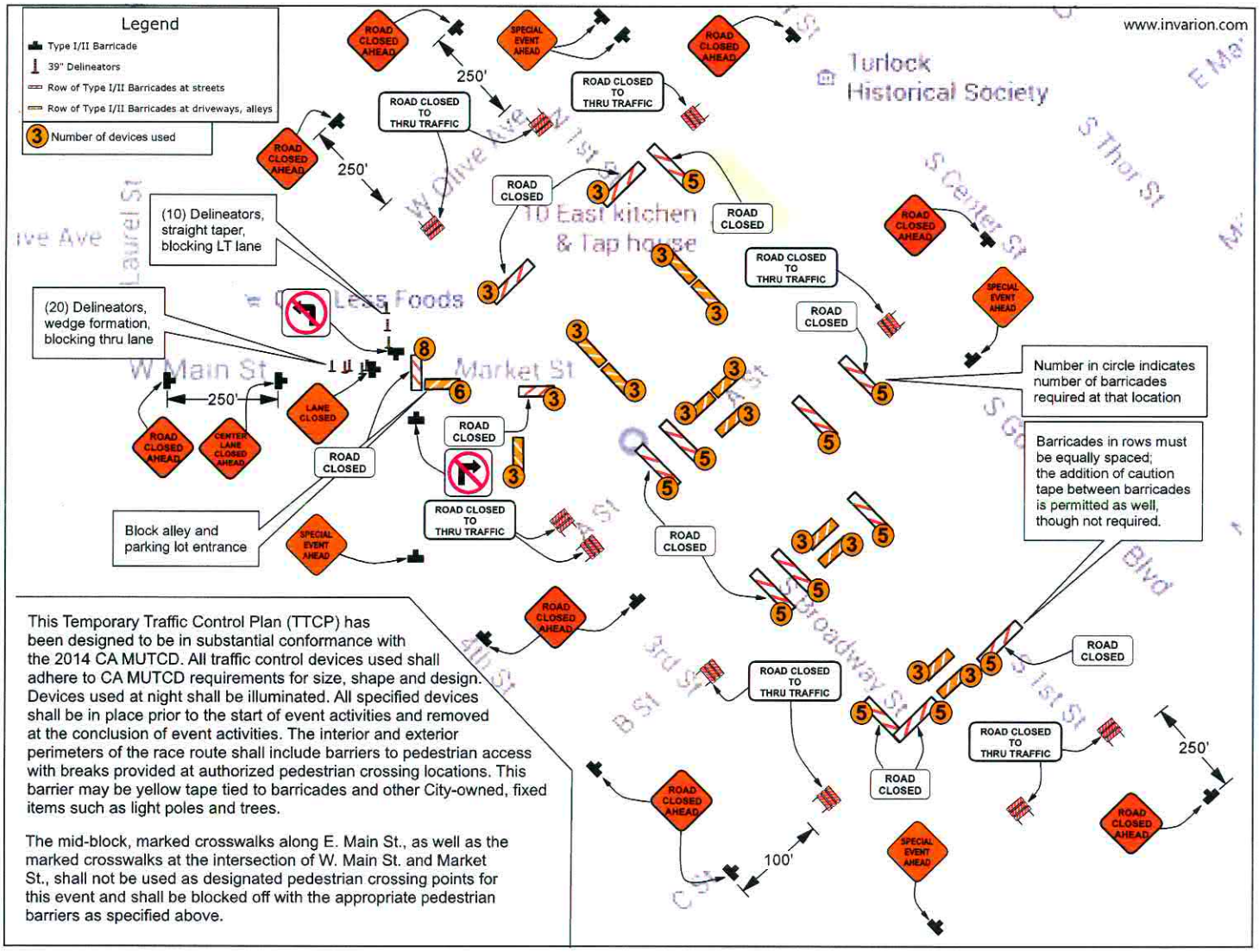
Race Director

EXHIBIT C



Turlock Criterium
Bicycle Race
Closure Area Diagram

EXHIBIT D1



This Temporary Traffic Control Plan (TTCP) has been designed to be in substantial conformance with the 2014 CA MUTCD. All traffic control devices used shall adhere to CA MUTCD requirements for size, shape and design. Devices used at night shall be illuminated. All specified devices shall be in place prior to the start of event activities and removed at the conclusion of event activities. The interior and exterior perimeters of the race route shall include barriers to pedestrian access with breaks provided at authorized pedestrian crossing locations. This barrier may be yellow tape tied to barricades and other City-owned, fixed items such as light poles and trees.

The mid-block, marked crosswalks along E. Main St., as well as the marked crosswalks at the intersection of W. Main St. and Market St., shall not be used as designated pedestrian crossing points for this event and shall be blocked off with the appropriate pedestrian barriers as specified above.

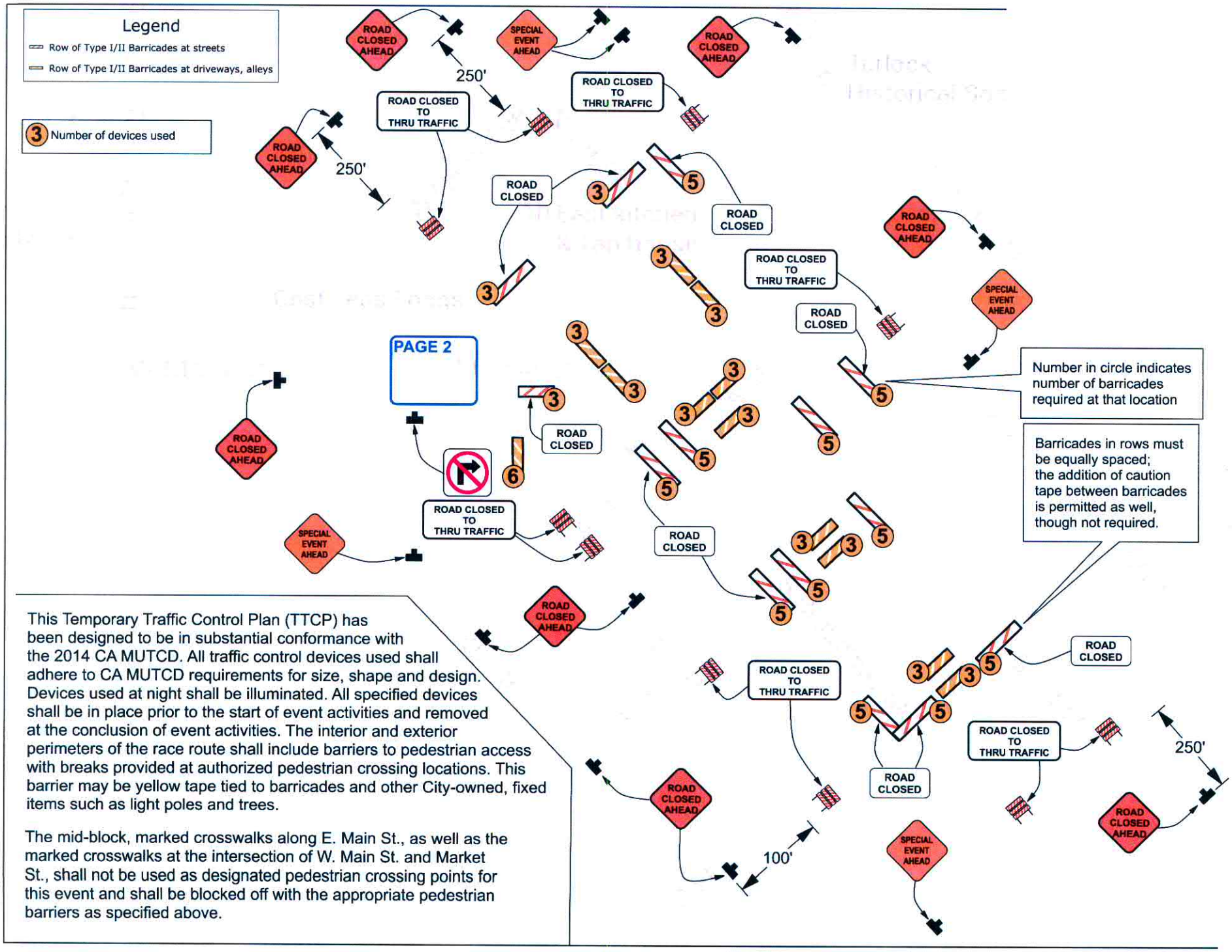


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EXHIBIT D2

Ju Ju Thai Cuisine
ROAD CLOSED
4
9
W Main St
Lander Ave
3
ROAD CLOSED TO THRU TRAFFIC

EXHIBIT E

To Turlock City Council, Turlock City Engineering, Downtown Association:

This letter and petition is in response to the proposed Bike Race tentatively scheduled for Saturday, August 8, 2015.

Although it was suggested for the promoter Mitch Boehs to speak to all businesses and residents in the area, it seems that hasn't happened.

This prospect of bringing new people to our downtown is a welcome one; however, the day, location and time of this proposed event is not desirable.

The event proposes to close down the main west area of Downtown Turlock, takeover the parking areas for staging races and shutdown roads from 1 p.m. to 10 p.m. It is also assumed that affected streets and parking lots would be closed off first thing in the morning. For many downtown businesses, Saturdays are the busiest day of the week, and the proposed nine hour span of this race would impede on parking slots for customers and access to businesses.

Mr. Boehs was contacted about other options, including: changing the date to Sunday, August 9th, change the hours on the proposed Saturday to span from the morning into the early afternoon or host the race in a different area near downtown.

All these suggestions were met with a no answer.

Below are downtown businesses that feel this event will not be something that will enhance their normal business.

Thank you,

	Business	Signature
1.	Vintage Lounge	[illegible]
2.	Joe Yorn	[illegible]
3.	Marsha Kingsbury T Flower Shop	
4.	Julie Lostorti - Bella Forte	
5.	Mary Duarte ~~My Thing~~ My Thing Beads	
6.	Ruben Hernandez "IT'LL GROW BACK"	
7.	Lisa Fernandez "Lisa Cooke Jr"	

To Turlock City Council, Turlock City Engineering, Downtown Association:

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Thank you,

	Business	Signature
	Vintage Lounge	Amais
8.	Dezigns	
9.	One Sixteen Bijou	
10.	Angel's Boutique	
11.		Marie Moreno
12.	Miriam's fresh flowers	
13.	Liz Andrew furniture	
14.	Photo Shoot	
15.		Vegas Professional Services

To Turlock City Council, Turlock City Engineering, Downtown Association:

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Thank you,

	Business	Signature
	Vintage Lounge	
16.	LOL Motorsports	
17.	Memo's Cocina	
18.	Barber Lounge	
19.	Red Brick Bar & Grill	
20.	Minerva's Furniture	
21.	Xhale	
22.	Minervas Sofa Co.	
23.	BRUTE Wheels	

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF VARIOUS STREET SECTIONS WITHIN THE CITY OF TURLOCK ON SATURDAY, AUGUST 8, 2015, FROM 1:00 P.M. TO 10:00 P.M., FOR THE TURLOCK CRITERIUM BICYCLE RACE AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS	**RESOLUTION NO. 2015-**

WHEREAS, Mitch Boehs (applicant), Race Director for the proposed event, and on behalf of TopSport, the licensed promoter for the proposed event, has requested to close portions of West Main Street, Market Street, South Broadway, "A" Street, "B" Street, "C" Street and South First Street as further specified in this resolution for the Turlock Criterium (event) bicycle race, a USA Cycling event, on August 8, 2015, from 1:00 p.m. to 10:00 p.m.; and

WHEREAS, on April 15, 2015, the applicant submitted an Event Permit Application to the Parks, Recreation and Public Facilities Department (Exhibit A) that outlined the details of the proposed event; and

WHEREAS, on April 28, 2015, the applicant met with City staff from various departments for a pre-event meeting where Staff was able to learn more about the proposed event, provide information regarding City requirements, as well as better understand the steps the applicant has taken to prepare for an event of this nature; and

WHEREAS, the applicant and City staff jointly recognize the importance of outreach to homes and businesses directly affected by the closure, which shall include, but not be limited to: a previously held meeting with representatives of the Downtown Property Owner's Association, as further described in an attached exhibit (Exhibit B); an informational letter that shall be printed and provided by the City to all affected residents and businesses that will provide general information regarding the event, as well as provide them with the date and location of the appropriate City Council meeting where they can express any relevant concerns; a detailed letter or flyer provided by the applicant to affected residents and businesses, either by mail or hand delivery, that shall be provided to residents 10-15 calendar days prior to the start of the event; and all necessary and appropriate traffic control the day of the event to clearly communicate to motorists how to navigate around the closure area; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the streets specified for closure (Exhibit C) shall be closed to all traffic, including emergency vehicles, unless an emergency has occurred within the closure area itself, in which case emergency vehicles will be permitted and provided access by event staff; and

WHEREAS, as a condition of approval, the applicant agrees to comply with a Temporary Traffic Control Plan (TTCP) approved by the City Engineer that specifies the type and location of all traffic control devices necessary for a safe and orderly closure of the event area, to include the provision of such devices at their own expense, as well as the set-up, maintenance, and removal of such traffic control devices, through the contracting of City services, the provision of a licensed traffic control contractor, or the final inspection and approval of the layout of the traffic control devices by an authorized City official prior to the start of event activities; and

WHEREAS, as a condition of approval, the applicant, through USA Cycling, agrees to provide proof of general liability insurance coverage acceptable to the City, which shall include a CGL policy of no less than $1 million per occurrence, an Endorsement naming the City of Turlock as an additional insured, and a Primary Non-Contributory Endorsement; and

WHEREAS, as a condition of approval, the applicant, shall require each event participant to sign a waiver of liability prior to their participation in the event; and

WHEREAS, as a condition of approval, the applicant agrees to follow all other related conditions and restrictions established by City permits, the City Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of various street sections as further specified on Saturday, August 8, 2015, from 1:00 p.m. to 10:00 p.m., for the Turlock Criterium bicycle race and authorizes the City Manager to apply appropriate conditions and restrictions.

BE IT FURTHER RESOLVED, the following street sections, inclusive of the intersections on either end of each street section, shall be authorized for closure:

1. West Main Street, between South First Street and Lander Avenue; and
2. Market Street, between West Main Street and South Broadway; and
3. South Broadway, between West Main Street and "C" Street; and
4. "C" Street, between South Broadway and South First Street; and
5. South First Street, between "C" Street and West Main Street; and
6. "A" Street, between South First Street and South Broadway; and
7. "B" Street, between South First Street and South Broadway.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8B

Council Synopsis

June 23, 2015

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

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Affirming or modifying the recommendation for Community Events and Activities Grants Funding from the Parks, Arts and Recreation Commission for the following events as set forth in Exhibit "A"

49th Assyrian State Convention up to $10,000
ACTRA California Chapter Team Roping Championships up to $6,000
Assyrian Festival up to $10,000
Bring the Ruckus Car Show 2016 up to $5,000
2016 Central Valley Brewfest up to $6,000
2016 Coors Monster Truck Spring Nationals up to $3,500
Fields of Ice up to $5,000
Turlock Pumpkin Patch and Corn Maze up to $1,000
Tournament of Champions up to $5,000

2. DISCUSSION OF ISSUE:

The proposed grant funding budget for fiscal year 2015/16 is $46,000. The grant funding is derived from the transient occupancy tax that hotel guests pay when they stay in Turlock. The City received 17 grant applications for the FY 1516 funding cycle, totaling over $100,000. Given the foregoing, the City has established two funding tiers for the grant requests submitted. The first funding tier is for grant requests where the event has a direct impact on the transient occupancy tax based upon the application submitted (Funding Tier 1 requests). The second funding tier is for grant requests where the event does not appear to have a direct impact on the transient occupancy tax based upon the application submitted (Funding Tier 2 requests).

There were nine (9) Tier 1 events invited to present their requests to the Parks, Arts and Recreation Commission at the June 10, 2015 commission meeting.

After hearing all of the presentations, the Commission made nine (9) individual motions regarding each funding request. A breakdown of the recommendations has been included in Exhibit "A".

All events were recommended for full funding with the exception of the Assyrian Festival which was recommended at $2,000. This resulted in a balance of $2,500 in the program fund.

As part of their recommendations, the Commissioners also completed scoring sheets for Council review and consideration. Copies of those score sheets and the funding applications are attached as "Exhibit B".

3. BASIS FOR RECOMMENDATION:

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.

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

Goal(s): 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:

Fiscal Impact: Up to $46,000

Funding for the events has been budgeted in 120-10-120.47315 "Community Grants Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to approve one or more of the individual funding requests.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

AFFIRMING OR MODIFYING THE RECOMMENDATION FOR COMMUNITY EVENTS AND ACTIVITIES GRANTS FUNDING FROM THE PARKS, ARTS AND RECREATION COMMISSION FOR THE FOLLOWING EVENTS AS SET FORTH IN EXHIBIT "A	}	**RESOLUTION NO. 2015-**

WHEREAS, at the June 10, 2015 Parks, Arts and Recreation Commission meeting, the Commission considered funding for nine (9) events. As part of the process, each organization was required to attend the meeting in order to present information regarding their event and the benefits it would bring to Turlock; and

WHEREAS, after hearing all of the presentations, the Commission made nine (9) individual motions regarding each funding request. The Commission moved to fully fund all of the events with the exception of the Assyrian Festival which was recommended at a funding level of $2,000; and

WHEREAS, after all funding recommendations were made by the Commission a balance of $2,500 remains in the program fund; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby affirm or modify the recommendation for Community Events and Activities Grants Funding from the Parks, Arts and Recreation Commission for the following events as set forth in Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

"EXHIBIT A"

Parks, Arts and Recreation Commission

Community Events and Activities Grants Funding Recommendations

Program Year 15/16

Event	Funding Request	Commission Full Funding Recommendation		Commission Modified Funding Recommendation
		Yes	No	
49th Assyrian State Convention	$10,000	X		
ACTRA California Chapter Team Roping Championships	$6,000	X		
Assyrian Festival	$10,000		X	$2,000
Bring the Ruckus Car Show 2016	$5,000	X		
2016 Central Valley Brewfest	$6,000	X		
2016 Coors Monster Truck Spring Nationals	$3,500	X		
Fields of Ice	$5,000	X		
Turlock Pumpkin Patch and Corn Maze	$1,000	X		
Tournament of Champions	$5,000	X		
Total Funding Requests	$51,500			
Full Funding Recommendations Total	$41,500			
Modified Funding Recommendations Total	$2,000			
Total Recommended Funding	$43,500			
Unassigned Program Funding	$2,500			

Exhibit B

Office Use only
Date Application Received
06 01 2015

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: 49TH ASSYRIAN STATE Convention

Sponsoring Organization: ASSYRIAN AMERICAN Civic Club

Funds Requested: $ 10,000.00

How Funds Will Be Used: RESERVE PARKS, PAY for TRANSPORTATION, PAY FOR GYMNASIUMS FOR BASKETBALL & VOLLEY BALL TOURNAMENTS

Date(s) of Event: MAY 27TH THROUGH MAY 30TH, 2016

Location of Event: ASSYRIAN AMERICAN CIVIC Club, TURLOCK High or PITMAN High

Description of Event (please attach additional pages if necessary): Lectures, Cultural Programs, Athletic tournaments, Social GATHERINGS, PICNIC

Contact Person: SAM DAVID

Mailing Address: P.O. BOX 2721, TURLOCK, CA 95381

Telephone: (209) 678-0101 Fax: (888) 777-4351

Email: SAM-DAVID@ATT.Net Event Website:

How long has the event been held in Turlock?: APPROX. 48 YRS.

How has the event grown since its inception?: Greatly

Estimated Economic Impact

Expected Total Attendance:	3000 TO 5000 people
Admission/Gate fee?	$ Varies
Number of Out-of-Town Attendees: *(50 miles away or farther)*	1500 TO 2000 people
Number of Rooms Booked:	50 TO 100
Number of Nights Booked:	3
Has your organization received funding Previously for this event?	☐ Yes ☒ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 105,000 TO $210,000 –
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 225,000 TO $300,000 –
Total Event Budget: (Please attach copy)	$ 330,000 TO $510,000 –
Total Amount of Funding Requested:	$ 10,000 –

How do you measure the above estimated statistics?

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 2000 TO $3000. –

What is your marketing plan (When and where will you advertise?) TV, Radio & Social Media

Does your event have a dedicated web site? ☐ Yes ☒ No URL www.

How do you market your web site to drive traffic? N/A

What type of marketing material will you produce for this event/activity? (Check all that apply)

- ☒ Posters
- ☒ Flyers/Brochures
- ☐ Invitations
- ☐ T-Shirts
- ☒ Facebook Page
- ☐ Website
- ☒ Other: TV ADV.
- ☒ Other: RADIO ADV.

Please describe how your event/activity benefits the community? THE EVENT BRINGS benefits to BARS, Restaurants, HOTELS

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☑ Logo with link to the City of Turlock web site on event web site (required)
- ☑ Logo with promotional material (required)
- ☑ City of Turlock Banner displayed at event
- ☐ Recognition at reception or banquet – please describe:_____
- ☐ Speaking opportunity for City representative
- ☑ Recognition in event newsletter
- ☐ Recognition in press release(s)
- ☐ Other_____

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

_____ 5/28/15

Signature of Organization Representative Date

ASSYRIAN AMERICAN CIVIC CLUB OF TURLOCK
CONVENTION BUDGET
MAY, 2016

Estimated Attendance		4000
Estimated Revenue	$	40,000.00
Estimated Expenses:		
Hall Rental	$	6,000.00
Entertainment	$	7,500.00
Decorations	$	5,000.00
Insurance	$	128.00
Printing	$	836.00
Park Rental for Picnic	$	2,500.00
Security	$	7,200.00
Food	$	24,000.00
Utilities	$	650.00
Total Estimated Expenses	$	53,814.00
Grant from the City of Turlock	$	10,000.00
Additional Funds needed	$	(3,814.00)

Mike David

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **49th Assyrian State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	(8)	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	(9)	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	(9)	10	9

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	(5)	6	7	8	9	10	5
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	5

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	(7)	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	(5)	6	7	8	9	10	5
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	(7)	8	9	10	7

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	(5)	6	7	8	9	10	5
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	8

Total Points (Maximum 140): 103

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $ 9,500

(1) Brant Bohlender

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **~~49th Assyrian~~ State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	28

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	15

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	20

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	16

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	30
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	15
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 124

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Mainly fact no support before and now requesting after almost 50 yrs? Explained with fact getting harder to break even

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Perhaps modified

Larry Yeakel

Application Number: 11

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **49th Assyrian State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	7
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	7

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	8

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	9
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	9

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	8

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	9
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Full funding

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: Assyrian American Civic Club
Project: 49th Assyrian State Convention
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140) 140

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Lakneshia DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **49th Assyrian State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 138

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ___ 10,000
Modified Amount: $_____

Sergio Alvarez

Application Number

1

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **49th Assyrian State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 139

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ___ or No ✓
Modified Amount: $ 8500

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian American Civic Club**
Project: **49th Assyrian State Convention**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	8

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

48 years

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

yes

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	9
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140): 131

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
5 \22 \15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: ACTRA CALIFORNIA Chapter Team Roping Championships

Sponsoring Organization: CALIFORNIA Chapter of ACTRA

Funds Requested: $ 10,000.00

How Funds Will Be Used: MARKETING, Advertizing, Event setup, AWARDS

Date(s) of Event: September 17th Thru 20th 2015

Location of Event: STANISLAUS County Fairgrounds

Description of Event (please attach additional pages if necessary):
Team Ropers with vary skill Levels compete for Chapter YEAR END Championships.

Contact Person: Mike Sweeney

Mailing Address: 21098 AVE 328 Woodlake, CA. 93286

Telephone: 559-816-9932 Fax: 559-564-3657

Email: ~~ACTRA~~ ACTRA BUSMAN@sbcglobal.NET Event Website: ACTRA.ORG CALIFORNIA Chapter

How long has the event been held in Turlock?: 5 YEARS

How has the event grown since its inception?: Yes

Estimated Economic Impact

Expected Total Attendance:	1125 members.
Admission/Gate fee?	$ NONE
Number of Out-of-Town Attendees: *(50 miles away or farther)*	700
Number of Rooms Booked:	100
Number of Nights Booked:	3.
Has your organization received funding Previously for this event?	☒ Yes ☐ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 29,750.00
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 105,000.00
Total Event Budget: (Please attach copy)	$
Total Amount of Funding Requested:	$ 6,800.00

How do you measure the above estimated statistics?

We have Entries that verify the 1125 members that participate.

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 12,000.00.

What is your marketing plan (When and where will you advertise?) Monthly Magazine that covers California and National Magazine

Does your event have a dedicated web site? ☒ Yes ☐ No URL www._____

How do you market your web site to drive traffic? Members use website to gain info on monthly events and point standings

What type of marketing material will you produce for this event/activity? (Check all that apply)

- ☐ Posters
- ☒ Flyers/Brochures
- ☒ Invitations
- ☐ T-Shirts
- ☒ Facebook Page
- ☒ Website
- ☐ Other: Qualification letter
- ☐ Other: _____

Please describe how your event/activity benefits the community? Attendees will be staying at fairgrounds or close by, motels, They will need places to eat, buy fuel. and various other items during their stay

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☒ Logo with link to the City of Turlock web site on event web site (required)
- ☒ Logo with promotional material (required)
- ☒ City of Turlock Banner displayed at event
- ☒ Recognition at reception or banquet – please describe:_____
- ☒ Speaking opportunity for City representative
- ☒ Recognition in event newsletter
- ☒ Recognition in press release(s)
- ☐ Other_____

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Mike Sweeney — 5-20-15

Signature of Organization Representative — Date

ACTRA California Chapter
Income Statement
For the Twelve Months Ending October 31, 2015

	Budget YTD
Membership Income	
Regular Membership	$ 144,085.00
Affiliate Member	350.00
New Double Numbers	2,755.00
Dual Member Income	455.00
Membership Income	147,645.00
Cost Of Memberships	
National New Double Num.	1,450.00
National Dual Member Expense	130.00
National Membership Expense	88,360.00
Affilliate Member	175.00
Cost Of Memberships	90,115.00
Net Membership Income	57,530.00
Other Income	
Arena Membership Fees	7,022.00
Team Contribution	67,226.00
Sponsorship Income General	27,505.32
Nationals Income	260.00
Portable Stall Rental	1,500.00
Total Other Income	103,513.32
Other Expenses	
National Arena Memberships	5,600.00
Arena Insurance Add Insured	519.50
Year End Awards	54,880.00

ACTRA California Chapter
Income Statement
For the Twelve Months Ending October 31, 2015

	Budget YTD
Total Finals Expense	149,362.87
Net Finals Income	(36,458.87)
Added Money Income	
Added Money From Arena	67,019.00
Total Added Money Income	67,019.00
Added Money Expense	
National Added Money Expense	32,821.00
Added Money Payout	32,500.00
Total Added Expense	65,321.00
Net Added Money	1,698.00
General & Administrative	
State Secretary Member Expense	30,000.00
Bank Service Charges	10.00
Office Expense	3,448.53
Phone Expense	1,569.35
Directors Expense	625.54
Contributions	250.00
Depreciation Expense	4,169.40
Miscellaneous Expense	527.11
Meals and Entertainment	142.78
Legal & Accounting	1,100.00
Advertising	7,747.80
Postage Expense	1,639.94

ACTRA California Chapter
Income Statement
For the Twelve Months Ending October 31, 2015

	Budget YTD
Taxes / License Other	80.00
Printing Expense	1,450.56
Total G & A	52,761.01
Net Income	$ 10,351.94

Mike Dowd

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**
Project: **ACTRA California ChapterTeam Roping Championships**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	7
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	5
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	4

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	4
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	7
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	7
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	4

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	8
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140): 103

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 4,5

Brent Bohlender

2

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**
Project: **ACTRA California ChapterTeam Roping Championships**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	27

2. Clear Description of Project	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	18

3. Clear and Measurable Accomplishments	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	16

4. Leveraging of Funds	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	16

5. Management Capability of Organization	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	29

6. Costs	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	17
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 123

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

X

Awards mentioned in request but chapter show for this?

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Larry Opodal

Application Number

2

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**

Project: **ACTRA California ChapterTeam Roping Championships**

Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question:	Do Not Agree										Strongly Agree	
Does the organization provide services?	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

full funds

Recommend for Full Funding? Yes ____ or No ____

Modified Amount: $_____

Michelle Morza

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**
Project: **ACTRA California ChapterTeam Roping Championships**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree		Points
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree									Strongly Agree		Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree									Strongly Agree		Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree		Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree									Strongly Agree		Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree									Strongly Agree		Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree									Strongly Agree		Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 126

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Full — Laskeshia Diaz

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**
Project: **ACTRA California ChapterTeam Roping Championships**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $ 6,000

Sergio Alvarado

Application Number

2

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**

Project: **ACTRA California ChapterTeam Roping Championships**

Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	Points
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	6
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	8

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	7
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	9

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 125

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ___

Modified Amount: $_____

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **California Chapter of ACTRA**
Project: **ACTRA California ChapterTeam Roping Championships**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10 5 years
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	9

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	9
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140): 130

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
5 \ 22 \ 15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Assyrian Festival

Sponsoring Organization: Assyrian Catholic Church of the East

Funds Requested: $ $10,000

How Funds Will Be Used: To promote and educate the public about the Assyrian culture with Food; exhibits; vendors; carnival; and kids zone.

Date(s) of Event: August 29-30, 2015

Location of Event: Stanislaus County Fairgrounds

Description of Event (please attach additional pages if necessary): _____

Contact Person: Adrenna Alkhas

Mailing Address: 830 E. Canal, Turlock, CA 95380

Telephone: 209-484-2683 Fax: _____

Email: adrenna.alkhas@sbcglobal.net Event Website: _____

How long has the event been held in Turlock?: First year will be 2015

How has the event grown since its inception?: N/A

Estimated Economic Impact

Expected Total Attendance:	10,000
Admission/Gate fee?	$ 0
Number of Out-of-Town Attendees: *(50 miles away or farther)*	3,000
Number of Rooms Booked:	30
Number of Nights Booked:	60
Has your organization received funding Previously for this event?	☐ Yes ☒ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 700,000
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 9,000
Total Event Budget: (Please attach copy)	$ 50,000
Total Amount of Funding Requested:	$ 10,000

How do you measure the above estimated statistics?
The number of potential attendees for a first time event is based on the demographics and psychographics of the Central Valley.

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 15,000

What is your marketing plan (When and where will you advertise?)
Will start promos on July 20th with radio, print and online media.

Does your event have a dedicated web site? ☐ Yes ☒ No URL www.

How do you market your web site to drive traffic? We will have a Facebook Account

What type of marketing material will you produce for this event/activity? (Check all that apply)

☒ Posters	☒ T-Shirts	☐ Other: Twitter
☒ Flyers/Brochures	☒ Facebook Page	☐ Other: National and International TV Broadcasting
☒ Invitations	☐ Website	

Please describe how your event/activity benefits the community?
5% of the Turlock population is Assyrian with a heavy population in the Central Valley. This ~~festival will be promoted for all to join as we strive to promote the Assyrian culture. We will~~ be promoting this event through our Satellite KBSV channel that is telecasted internationally and Nationally.

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☒ Logo with link to the City of Turlock web site on event web site (required)
- ☒ Logo with promotional material (required)
- ☒ City of Turlock Banner displayed at event
- ☒ Recognition at reception or banquet – please describe:_____
- ☒ Speaking opportunity for City representative
- ☐ Recognition in event newsletter
- ☒ Recognition in press release(s)
- ☒ Other Promotion on our Satellite TV

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Adrenna Alkhas 05/19/2015

Signature of Organization Representative Date

Assyrian Festival		
	Item	Proposed Costs
PRINT ADVERTISING:		
Modesto Bee	•100,000 Banner ads modbee.com/mobile •94.50 inches Modesto Bee •(1) B1 strip 6 columns by 2 inches (limit space) •63 inches TMC advertiser choice of zone.	4,000.00
Morris Newspapers	two weeks of ads twice a week (paper only runs Wed. and Saturday. Online ads for all papers ($624 for three weeks)	1,804.00
SOCIAL MEDIA:		0.00
Facebook and Twitter ads		
Facebook - daily status updates - 3x day		0.00
Twitter - Daily "tweets"		0.00
Twitter - KHOP, KAT, HAWK "tweets"		0.00
MOBILE MARKETING:		
KAT, KHOP, HAWK Eblasts (5,000 members for a total of	Daily during the 10-day (except closing day) (Funded on	0.00
RADIO PROMOTIONS		
KAT		3,800.00
KHOP		2,200.00
Sunny 102		3,200.00
RADIO ADVERTISING:		

	See radio contract commercials	
PUBLICITY:		0.00
Press release - weekly publications	July 20- August 28th	0.00
Press release - daily publications, radio, TV, online news sites	July 20- August 28th	0.00
Food		20,000.00
Entertainment	Singer, dancers, workshops	10,000.00
Kids Zone		5,000.00
		0.00
Total		50,004.00

Mike Dowd

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian Catholic Church of the East**
Project: **Assyrian Festival**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	7

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	3
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	5
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 91

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 9,000

Brent Bohlender

3

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian Catholic Church of the East**
Project: **Assyrian Festival**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

21

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

15

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock? NEW	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

0

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

13

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people? Unknown	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants? NO	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event? unknown	0	1	2	3	4	5	6	7	8	9	10	

?

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses? Unknown	0	1	2	3	4	5	6	7	8	9	10	

?

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $_____

Too many (?)

Seems like a duplicate
How'd you differentiate
New
3,000 yet ads focus local
Assyrian TV

Application Number

4

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian Catholic Church of the East**
Project: **Assyrian Festival**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

	Do Not Agree									Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program											
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project	Do Not Agree									Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds	Do Not Agree									Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization	Do Not Agree									Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs	Do Not Agree									Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Moisa

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: Assyrian Catholic Church of the East
Project: Assyrian Festival
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree	Points
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree									Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree									Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree									Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree									Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree									Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140) 140

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Assyrian Catholic Church of the East**
Project: **Assyrian Festival**
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $ 2,000

Lower

Sergio Alvarado

Application Number

3

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: Assyrian Catholic Church of the East
Project: Assyrian Festival
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	6
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	2
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	2

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	2
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	7
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	8

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 103

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $ 6,000

2 days Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: Assyrian Catholic Church of the East
Project: Assyrian Festival
Requested $: 10,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	5
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	6

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	4
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	0
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	0

2015 1st year
0 years

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	9

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	5
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	8
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	7

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	1
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	5

Total Points (Maximum 140): 77

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $ 5000

Office Use only
Date Application Received
5/22/15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Bring The Ruckus-Car Show 2016

Sponsoring Organization: Illicit Car and Truck Club

Funds Requested: $ 5,000

How Funds Will Be Used: Paying for venue, entertainment,and shirts and advertisement

Date(s) of Event: April 9th 2016

Location of Event: Stanislaus County fairgrounds (if grant approved)

Description of Event (please attach additional pages if necessary): Car, truck, and bike show. All proceeds being donated to Make A Wish

Contact Person: Yeshi Wisniewski

Mailing Address: 139 W. Minnesota Ave #J203 Turlock Ca. 95382

Telephone: 209-818-3295 Fax: 209-667-5384

Email: cherrytree@buckinghampm.com Event Website: illicitcarandtruckclub.net

How long has the event been held in Turlock?: This will be 2nd year

How has the event grown since its inception?: This will be 2nd year

Estimated Economic Impact

Expected Total Attendance:	500 plus
Admission/Gate fee?	$Will depend on entertainment
Number of Out-of-Town Attendees: *(50 miles away or farther)*	200 plus
Number of Rooms Booked:	10 +
Number of Nights Booked:	1
Has your organization received funding Previously for this event?	☐ Yes ☒ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 14,000
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 1500
Total Event Budget: (Please attach copy)	$
Total Amount of Funding Requested:	$ 5,000

How do you measure the above estimated statistics?

Last Years Attendance, Pre Reg received already this year

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ We do all advertising ourselves

What is your marketing plan (When and where will you advertise?) If grant approved would like to advertise in Turlock Journal as well as fairgrounds Digital Sign

Does your event have a dedicated web site? ☐ Yes ☐ No URL www. illicitcarandtruckclub.com

How do you market your web site to drive traffic? all social media, flyers

What type of marketing material will you produce for this event/activity? (Check all that apply)

☒ Posters	☐ T-Shirts	☐ Other:
☒ Flyers/Brochures	☒ Facebook Page	☐ Other:
☒ Invitations	☒ Website	

Please describe how your event/activity benefits the community? 2015 event brought participants from all over. We had 6 come from Idaho, 2 from vegas, and 3 from oregon to enter the car show. Had particiapants from all over California that had to stay in hotels, eat at resturants and check out various stores.

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☒ Logo with link to the City of Turlock web site on event web site (required)
- ☒ Logo with promotional material (required)
- ☒ City of Turlock Banner displayed at event if provided
- ☐ Recognition at reception or banquet – please describe:_____
- ☐ Speaking opportunity for City representative
- ☒ Recognition in event newsletter
- ☒ Recognition in press release(s)
- ☒ Other Ridin Low Magazine; Built To Ride Magazine Cookie Cutter Mag, Common Trend Mag will provide coverage

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Signature of Organization Representative

5-20-15

Date

BRING THE RUCKUS 2016 EVENT BUDGET

Event location: $1500

Event Shirts: $1500

Entertainment: $3000

Trophies: $500

Security: $500

Window Sticker: $200

Total estimated cost $ 7,000

Mike Dowd

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Illicit Car and Truck Club**
Project: **Bring the Ruckus Car Show 2016**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	8
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	7

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	5
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	5

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	3
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	5

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	7
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	4

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	5
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	6
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	6

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	8
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 88

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 3,500

Bohlender

4

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Illicit Car and Truck Club**
Project: **Bring the Ruckus Car Show 2016**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments? X	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock? 2 yr	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception? Find out this year	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 81

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Shirts? Are you selling them?
No funding before
5K for Journal & sign board?
One day event

Recommend for Full Funding? Yes ✓ or No
Modified Amount: $_____

Larry Cpahel

Application Number

3

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **Illicit Car and Truck Club**
Project: **Bring the Ruckus Car Show 2016**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

full fund
or what was
voted on

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: Illicit Car and Truck Club
Project: Bring the Ruckus Car Show 2016
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree										Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 57

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Illicit Car and Truck Club**
Project: **Bring the Ruckus Car Show 2016**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $ 8,000

+ More

Sergo
Alwarad

Application Number: 4

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: Illicit Car and Truck Club
Project: Bring the Ruckus Car Show 2016
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	5
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	6
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	9

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	7

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	4
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	4
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	7

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	5
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	6

Total Points (Maximum 140): 97

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No 9
Modified Amount: $ 1,500

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **Illicit Car and Truck Club**
Project: **Bring the Ruckus Car Show 2016**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10 1 year
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	8

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	6

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	9
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	8

Total Points (Maximum 140) 128

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
5/26/15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Central Valley Brewfest

Sponsoring Organization: MD Event Productions

Funds Requested: $ 6,000

How Funds Will Be Used: Radio and Social Media Advertising, Rate Increase for Facility Rental, Additional Security and Additional Restrooms.

Date(s) of Event: May 14, 2016

Location of Event: Stanislaus County Fairgrounds

Description of Event (please attach additional pages if necessary): Named one of the top 5 events to attend in 2015 by the Modesto Bee, the fourth annual Central Valley Brewfest will take place May 14th at the Stanislaus County Fairgrounds. The event promises to be an amazing experience in taste, art, and music with over 150 brews to sample. Get there early! Doors open promptly at 1:00 pm with the sampling ending at 5:00pm.

Contact Person: Veronica Camp

Mailing Address: 1233 Spyglass Ct., Ripon CA 95366

Telephone number: 209-614-8148 Email address: cvbrewfest@gmail.com

Fax: n/a

Event Website: www.cvbrewfest.com

How long has the event been held in Turlock?: Three years, this will be the fourth

How has the event grown since its inception?: The 2015 Central Valley Brewfest once again exceeded all expectations. Projected overall attendance was 1,500. Estimated total attendance in 2015 was 2,000. Stats include Brewfest attendees, volunteers, brewery reps, and charity (Art Expressions of San Joaquin) staff.

Estimated Economic Impact

Expected Total Attendance:	2,000
Admission/Gate fee?	$ 30 in advance/35 at the door
Number of Out-of-Town Attendees:	2 out of 5
(50 miles away or farther)	
Number of Rooms Booked:	15
Number of Nights Booked:	1
Has your organization previously received funding for this event?	X Yes ☐ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ Estimated $30,000 - $40,000
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ Estimated $8,000 - $12,000
Total Event Budget:(Please attach copy)	$ 25,000
Total Amount of Funding Requested:	$ 6,000

How do you measure the above actual or estimated statistics? Please see the attached document showing impressions and number of samples poured.

(Please provide any available documentation to support these statistics.

Marketing (Print, Radio, TV, Internet, Special Promotion)

What is your marketing budget? $5,000

What is your marketing plan (When and where will you advertise?)

- Print materials (posters, flyers, and banners) to be distributed to Stanislaus County and San Joaquin County organizations and CV Brewfest event partners.
- Current radio partner is Cumulus Radio – Modesto/Stockton/Turlock/Lodi/Merced. Radio promotion includes on-air ticket giveaways, promotional spots, PSA's and onsite presences.
- Social media promotion consists of Instagram, CV Brewfest Facebook site, the Hawk 104.1 Facebook site, and Twitter.
- The Stanislaus County Fairgrounds will promote event on LED billboard and Facebook site
- Print advertising includes: The Modesto View, The Modesto Bee, and various local magazines.

Does your event have a dedicated web site? X Yes ☐No URL www.cvbrewfest.com

How do you market your web site to drive traffic? The number one driver is social media. 76% of our website views come from a mobile device.

What type of marketing material will you produce for this event/activity? (Check all that apply)

Posters X	T-Shirts X	Other: Instagram
Flyers/Brochures X	Facebook Page X	Other: Twitter
Invitations	Website X	

Please describe how your event/activity benefits the community? Please see the attached presentation.

2015 CVBF Preliminary Budget

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

Logo with link to the City of Turlock web site on event web site **(required)**
Logo with promotional material **(required)**
City of Turlock Banner displayed at event X
Recognition at reception or banquet – please describe:_____
Speaking opportunity for City representative
Recognition in event newsletter
Recognition in press release(s) X
Other X_____

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Signature of Organization Representative

5.21.2015
Date

2015 CVBF Preliminary Budget

ITEM	COST
Advertising	1,000
Insurance	$1,300
Radio Spot	$3,000
Location	$4,000
Radio Rental	$200
Charity	$750
License	$50
Security	$2,300
Police Dept.	$40
DJ	$650
Ice	$1,470
T-shirts	$2,000
Props	$500
Table Cloths	$75
Staffing	$250
Sound	$650
Band	$3,000
Mugs	$3,250
Misc.	$500
Printing	$1,400
Total	$26,385

CENTRAL VALLEY BREWFEST

MAY 9, 2015

STANISLAUS COUNTY FAIRGROUNDS

Presentation Prepared By: Veronica A. Ca

2015 Central Valley Brewfest Highlights

Event Description

The 2015 Central Valley Brewfest was an amazing experience in taste and art with the addition of hot music to complement the cool brews. The Stanislaus County Fairgrounds provided the perfect atmosphere for attendees to have a fun, safe, and unforgettable experience.

2015 Number of Impressions

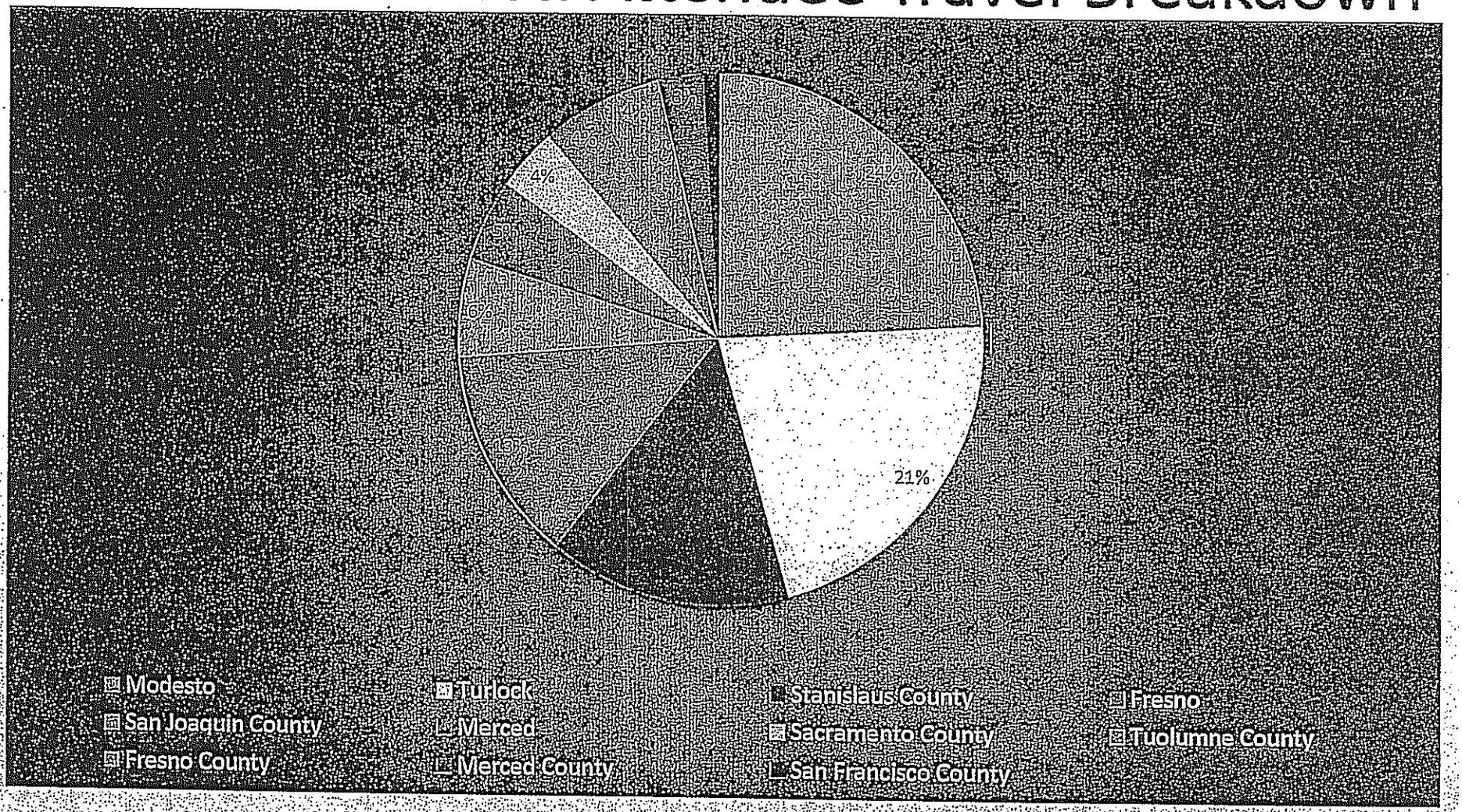
Estimated impressions including but not limited to: radio promotions, social media (Facebook, Instagram, Twitter), posters, flyers, eve website, television (KCRA My 58), magazines, billboard signs, craft beer event calendar sites, online magazine segment (Studio 209), online newspaper article, and print newspaper articles garnering close to 1 million impressions an increase of over 500,000 in reach potential from 2014. In the week leading up to the CVBF Facebook alone had a total reach of 28,759 impressions with over 3,000 pec engaged on a daily bases.

2015 Event and Attendee Statistics

- **Number of Attendees:** Close to 2,000 total event attendees including festival goers, charity members, volunteers, and Central Valle Brewfest staff
  - Demographics**
    - Attendee Median Age Range: 25 – 60 years
    - Male: 54%
    - Female: 46%
    - 87% daily social media users
      - 76% of CVBF website views coming from a mobile device
    - Average yearly income $49,000 (plus)
- **Beer Sample Breakdown:** over 50,000 (3 oz.) samples poured, an average of 25 samples per person, average of 6.5 (12 oz.) beers p attendee

** Demographic data sourced from Central Valley Brewfest Facebook Business Dashboard and Central Valley Brewfest Ticket Tomato Business Dashboard

2015 CV Brewfest: Attendee Travel Breakdown



2015 CVBF Highlights Continued ...

2015 Key Successes

- In three years the Central Valley Brewfest has tripled in size. The elevated level of breweries and beer being showcased helped improve the overall perception of the event. This along with a heightened level of PR/Media coverage help bring a staggering 2,000 attendees t the event.
- Several brands were featured in online and print articles discussing the CV Brewfest. Turlock City News, the Turlock Journal, the Modes Bee, The Modesto View, SF Gate, The Manteca Bulletin, Studio 209 Magazine, and Studio 209's YouTube channel.
- The festival was highlighted on KCRA's My58 the evening before the event. Showcasing the festivals activities with a special focus on th events interactive activites.
- In 2015 The Central Valley Brewfest made a change in radio advertising moving to 104.1 the Hawk and Cumulus Radio. Making the cha has allowed the CVBF additional creative freedom, an elevated listener experience, and a stronger focus on the events demographic audience.
- Positive feedback from a participating brewery, press member, and two attendees:
  - "The most organized event we have ever attended hands down. We will come back year after year." ~ Paul Torres Working Man Brewery Founder
  - "I had a lot of fun at the Brewfest. I'm glad I was able to enjoy a bit of it after work unlike last year! I thought everything ran perfe In fact, the only complaints I heard from people is that they wanted it to last longer!"~ Frankie Tovar/Turlock Journal
  - "We won our tickets at a charity silent auction to raise funds for a local 8 year old who was recently diagnosed with cancer. We ha great time! Thank you for your donation." ~ Nicole Grimm from Manteca, CA
  - "I attended the event yesterday with a friend and had a BLAST. I loved that it was both indoor and outdoor. The band was fabulou You guys really pulled it altogether. I attended last year and it was so much fun I had to return." ~ Frank Madden from San Jose, C

Key Opportunities for 2016

- Increase activities and sampling opportunities for designated drivers.
- Have a separate VIP area for guests who want to sample rare brews from participating vendors.

Sacramento Stockton Modesto

Events Home / Central Valley Brewfest

Central Valley Brewfest

Saturday
May 9, 2015 – 1:00 PM

TurlockCityNews.com

Beer drinkers rejoice! For the third consecutive year, one of the state's premiere celebrations of craft beer will be hosted in Turlock.

The third annual Central Valley Brewfest will be bigger and hoppier than ever when it returns to the Stanislaus County Fairgrounds from 1 to 5 p.m. on May 9.

"We are excited to build on the success of our first two festivals and introduce many more people to craft beer," said Veronica Camp, founder of Central Valley Brewfest. "Focusing on the

MODESTO VIEW

Ad Here

ewView: Central Valley Brewfest Review

The Modesto Bee

MEGASTAR

Saturday's Central Valley Brewfes
craft beer

STUDIO 209 ONLINE
SEGMENT AVAILABLE FOR
THE COMMISSION MEETING

entral Valley Brewfest caters to beer lovers' drea

SFGATE NEWS SPORTS BUSINESS A&E FOOD LIVING TRAVEL REAL ESTATE

Central Valley hops: Sample more than 125 beers at the Stanislaus County Fairgrounds for the annual Central Valley Brewfest. The festival's new partner, Lockeford Meat and Sausage, will lead the lineup of food trucks, and artwork from the Art Expressions of San Joaquin charity will be available for sale. 1-5 p.m. May 9. $30 advance, $35 at gate, $15 designated

2016 Central Valley Brewfest: Projected Stats

- **Number of Attendees:** 1,800 – 2,000 attendees
- **Number of Out of Town Vendors:** 30 plus (2-3 staff members per out of town vendor booth)
- **Number of Out of Town Attendees:** 4 out of 10
- **Direct Economic Impact:**
  - Based on $70/person/day visitor: $40,000 - $60,000
  - Based on $150/person/overnight visitor: $52,500 - $64,500
- **2016 CV Brewfest Budget:** $25,000 including but not limited to
  - Venue Rental
  - Security
  - Ice
  - ABC Permit
  - City of Turlock Police Department Permit
  - Additional staff needed to accommodate event growth
  - Advertising
    - Radio
    - Print
  - Liability and Event Insurance
  - Porta Potties
- **Requested Funding From CVB:** $6,000. Funding will aid with:
  - Radio advertising with Cumulus Radio. Goal is to increase promotions from 1 station for 4 weeks to 2 stations for 5 weeks. Each commercial ad being 30 seconds in duration. We would like to work with the Hawk 104.1 and ESPN radio.
  - Print advertising. Goal to print (6) 4ftx6ft banners to be placed in high traffic areas ....Such as Monte Vista Crossings in Turlock, perimeter of the Stanisla County Fairgrounds, high traffic intersections in Modesto, Merced, Fresno, and Tracy.
  - Increase poster and flier quantities from 200 in 2015 to 400 (+) in 2016.
  - Purchase and rent supplies needed to produce event. Higher number of attendees require more wristbands, sampling mugs, restrooms, water, ice, eve radios, and security.
  - Increase social media advertising. Ad purchase on Facebook, online beer focused publications, and local publications.

2015 CV Brewfest Event Photos

Mike Doud

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **MD Event Productions**
Project: **Central Valley Brewfest**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	8
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	7

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	6
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	9

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	7
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 113

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 5,000

5 Bohlender

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **MD Event Productions**
Project: **Central Valley Brewfest**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree									Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	26

2. Clear Description of Project	Do Not Agree									Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	20

3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	18

4. Leveraging of Funds	Do Not Agree									Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	17

5. Management Capability of Organization	Do Not Agree									Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	30

6. Costs	Do Not Agree									Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	19

Total Points (Maximum 140): 130

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Excellent breakdown from this years event

Direct impact figures a bit misleading

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Very Opposed

Application Number

5

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **MD Event Productions**
Project: **Central Valley Brewfest**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree									Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree									Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree									Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree									Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree									Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

What was voted on

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: MD Event Productions
Project: Central Valley Brewfest
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree		
	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree									Strongly Agree		Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 4

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **MD Event Productions**
Project: **Central Valley Brewfest**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
								(7)				7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the application meet goals of the Community Activities Grant program?											(10)	
b. Does the event demonstrate a return on investment that supports economic development & tourism?											(10)	
c. Does the program increase the visibility for the City of Turlock?										(9)		

2. Clear Description of Project	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the event show clear measurable accomplishments?										(9)		
b. Does the organization have a clear marketing plan?										(9)		

3. Clear and Measurable Accomplishments	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. How many years has the event been held in Turlock?									(8)			
b. How has the event grown since its inception?									(8)			

4. Leveraging of Funds	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Are there additional funding sources allocated to this event?											(10)	
b. Is the budget clear and detailed?										(9)		

5. Management Capability of Organization	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Is the event serving a reasonable number of people?											(10)	
b. Is there a clearly defined process for counting event participants?											(10)	
d. Does the organization appear capable of managing the proposed event?											(10)	

6. Costs	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Do the budget line item expenses appear reasonable to perform this event?											(10)	
c. Are funds primarily used for direct service expenses?											(10)	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

lower 5,000

Sergio Alvarado

Application Number: 5

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **MD Event Productions**
Project: **Central Valley Brewfest**
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	9

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	8
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 135

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $ ____

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: MD Event Productions
Project: Central Valley Brewfest
Requested $: 6,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	7
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	9

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 131

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
6 / 1 / 15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Coors Monster Truck Spring Nationals

Sponsoring Organization: WGAS Motorsport Entertainment, LLC.

Funds Requested: $3,500

How Funds Will Be Used: To off-set production costs, book hotel rooms, and purchase media

Date(s) of Event: May 21-22, 2016

Location of Event: Stanislaus County Fairgrounds (Main Arena), Turlock, CA

Description of Event (please attach additional pages if necessary): WGAS plans to return to the Stanislaus County Fairgrounds with 2 days of Extreme Motorsports featuring Monster Truck Racing and freestyle competition, freestyle moto cross, and much more.

Contact Person: John Borba, CEO, WGAS Motorsports

Mailing Address: PO Box 216, Cool, CA 95614

Telephone: 530-745-0100 Fax: 530-887-1964

Email: info@wgasmotorsports.com Event Website: wgasmotorsports.com

How long has the event been held in Turlock?: This event started in 1975 as part of my Super Pull May Series. The date was later changed to October. In 2012 the May date was also added to our schedule again. We have been continuing to successfully produce and promote this event since May, 2013.

How has the event grown since its inception?: This event has morphed in both attendance and from a local Truck and Tractor Pulls to a nationally recognized event with world class performers competing in a variety of extreme sports.

Estimated Economic Impact

Expected Total Attendance:	5,000
Admission/Gate fee?	$15.00 ATP
Number of Out-of-Town Attendees: *(50 miles away or farther)*	500
Number of Rooms Booked:	30
Number of Nights Booked:	3-6
Has your organization received funding Previously for this event?	☑ Yes ☐ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$196,000
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$10,500
Total Event Budget: (Please attach copy)	$75,740
Total Amount of Funding Requested:	$3,500

How do you measure the above estimated statistics?
We have compared actual figures obtained from our previous events, national exposure through our electronic media (TV, Radio, and Internet), and customer/spectator surveys and comments (online, phone, e-mail).

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $19,350.00 - Hard Costs ($35,000 - Soft Cost with all media trades, tags, and conversions

What is your marketing plan (When and where will you advertise?)

Beginning in April 2016, we plan to have TV, Internet, Radio, Posters, Flyers, and Onsite Monster Truck Displays

Does your event have a dedicated web site? ☑ Yes ☐No URL www.www.wgasmotorsports.com

How do you market your web site to drive traffic? We promote our website through all our direct event promotions: media campaigns (radio, posters, flyers, displays, tv); live PA announcements at our events; and on the Internet through search engines

What type of marketing material will you produce for this event/activity? (Check all that apply)

☑ Posters	☑ T-Shirts	☑ Other: Monster Truck Displays
☑ Flyers/Brochures	☑ Facebook Page	☑ Other: Electronic (TV, Radio)
☐ Invitations	☑ Website	

Please describe how your event/activity benefits the community? This event helps promote Turlock as a nationally recognized area for World Class Motorsports by providing quality, affordable motorsport entertainment suitable for the entire family. Each year local businesses have been excited with the community involvement with our shows, which includes the Lions Club Fundraiser. Not only have we brought local paying customers through their doors, WGAS has encouraged the influx of many new our-of-town visitors. This tradition is reinforced by Pre-Show cross-state promotions and Post Event TV exposure.

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☑ Logo with link to the City of Turlock web site on event web site (required)
- ☑ Logo with promotional material (required)
- ☑ City of Turlock Banner displayed at event
- ☑ Recognition at reception or banquet – please describe: Pre-Show Pit Party
- ☑ Speaking opportunity for City representative
- ☑ Recognition in event newsletter
- ☑ Recognition in press release(s)
- ☑ Other Recognition & representation at all WGAS Events (total of 120 shows annually)

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Lloyd Massey

Signature of Organization Representative

5/28/2015

Date

WGAS Motorsports – Turlock – May 2016 – Predicted Budget/Expense Report (Based on 2015 figures)

Description	Amount
Airlines	
Airlines	$ 684.00
Crew	$ 5,000.00
Crush Cars	$ -
EMT (Mark Hogan)	$ 300.00
Flags	$ 300.00
FMX	$ 1,200.00
Food	$ 888.00
Fuel	$ 320.00
Globe of Death	$ 2,000.00
Hotels	$ 237.60
Jet Dragster	$ 1,800.00
Liability Insurance(had to order Cert.)	$ -
Media	$ 19,226.95
Monster Trucks	$ 22,500.00
Plaques	$ 85.52
Portable Restrooms & Fencing (A & A Rentals)	$ 601.06
Rental Equipment	$ -
Security (Liberty)	$ 2,340.00
Signs	$ 150.00
Sound (Mark Carpenter)	$ 1,500.00
Stanislaus County Fairgrounds-Rent & Deposit	$ 7,045.00
Printing-Tickets, Flyers & Posters	$

(Advantage)	1,557.40
Printing-Box Seat Tickets (Ticket Master)	$ 182.30
Toy Monster Trucks	$ -
Tuff Truck Prize Money	$ 2,000.00
Total Expenses:	$ 69,917.83

-WGAS Motorsports will also be returning to Turlock two more times in 2015. We'll be handling the motorsports portion of the 2015 Stanislaus County Fair, where we will spend an estimated $40,000 on show expenses. In October we'll be bringing the Monster Truck Fall Nationals to the Stanislaus County Fairgrounds, where our estimated budget and expenses will be %80 ($56,000) of the total expressed above.

Mike Dowd

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **WGAS Motorsport Entertainment, LLC.**
Project: **Coors Monster Truck Spring Nationals**
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	7

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	6
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	8

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	7
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 108

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 3,500

Bohlender

6

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **WGAS Motorsport Entertainment, LLC.**
Project: **Coors Monster Truck Spring Nationals**
Requested $: 3,500.00

Points: Circle the appropriate number of points

	Do Not Agree										Strongly Agree	
Example Question: Does the organization provide services?	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree										Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 136

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Carry Forward

Application Number

6

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **WGAS Motorsport Entertainment, LLC.**
Project: **Coors Monster Truck Spring Nationals**
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

What was voted on

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: WGAS Motorsport Entertainment, LLC.
Project: Coors Monster Truck Spring Nationals
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree									Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree									Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree									Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree									Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree									Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree									Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree									Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 42

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **WGAS Motorsport Entertainment, LLC.**
Project: **Coors Monster Truck Spring Nationals**
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 124

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

MORE + 4,000

Sergio
Alvarado

Application Number: 6

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **WGAS Motorsport Entertainment, LLC.**
Project: **Coors Monster Truck Spring Nationals**
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	6
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140): 129

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ___
Modified Amount: $_____

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: WGAS Motorsport Entertainment, LLC.
Project: Coors Monster Truck Spring Nationals
Requested $: 3,500.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree							Strongly Agree				
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree							Strongly Agree				Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	9

2. Clear Description of Project	Do Not Agree							Strongly Agree				Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree							Strongly Agree				Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

many

4. Leveraging of Funds	Do Not Agree							Strongly Agree				Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree							Strongly Agree				Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree							Strongly Agree				Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 135

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
6/1/15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. **All applications must be completed as described. Incomplete applications will not be considered for funding.**

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Fields of Ice

Sponsoring Organization: R.A.M. Farms, Inc.

Funds Requested: $ 5,000

How Funds Will Be Used: Advertising

Date(s) of Event: Nov. 25, 2015 to Jan. 18, 2015

Location of Event: 716 N. Daubenberger, Turlock, CA 95380

Description of Event (please attach additional pages if necessary): Seasonal outdoor Ice Skating Rink, Premier Christmas Trees, and Pictures with Santa

Contact Person: Karen Macedo

Mailing Address: 4424 Silva Road, Turlock, CA 95380

Telephone: (209) 649-7078 Fax: (209) 668-2425

Email: karen@ramfarms.com Event Website: www.fieldsofice.com

How long has the event been held in Turlock?: Two Seasons. 2015/2016 will be our 3rd Season

How has the event grown since its inception?: Yes!! We increased by 20% and sold out of several sessions.

Estimated Economic Impact

Expected Total Attendance:	35,000	(32,000 actual skaters in 2014/15)
Admission/Gate fee?	$ 11.00	
Number of Out-of-Town Attendees: *(50 miles away or farther)*	3500	
Number of Rooms Booked:	30	
Number of Nights Booked:	30	
Has your organization received funding Previously for this event?	☐ Yes ☒ No	
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 243,600	(3500 / 58 days = 60 out of town guests per day 60 x $70 = $4200 per day)
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 9,000	60 x $150
Total Event Budget: (Please attach copy)	$ 400,000	
Total Amount of Funding Requested:	$ 5,000	

How do you measure the above estimated statistics?

All skaters must have a wristband. We count the wristbands for each session. There are usually one to two spectators for each skater.

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 3,000

What is your marketing plan (When and where will you advertise?) Modesto Bee, Turlock Journal and local radio. Our online webpage, Facebook (5400+) Instagram and Twitter. We use signage, flyers, t-shirts, will use rack cards this year. We are listed on several seasonal "things to do" sites.

Does your event have a dedicated web site? ☒ Yes ☐ No URL www. fieldsofice.com

How do you market your web site to drive traffic? We use several core SEO foundations: specific and trageted headlines, market driven keywords, integration with social media, and frequent submissions to our site map.

What type of marketing material will you produce for this event/activity? (Check all that apply)

☒ Posters	☒ T-Shirts	☒ Other: Rack Cards
☒ Flyers/Brochures	☒ Facebook Page	☒ Other: Special events
☒ Invitations	☒ Website	

Please describe how your event/activity benefits the community? The Ice Rink improves the quality of life for the community by adding an outdoor, family-oriented, healthy activity. We hear over and over from families about how thankful they are for this activity that is both safe and fun, and offers something to do during the holiday season. It keeps locals in the community, it offers a place for families to bring their out of town visitors, and it is now drawing visitors from throughout out the valley as well as the East Bay area and beyond. These visitors are staying to shop, and eat, before heading back home. It also draws travelers on Hwy 99 during the holiday travel season.

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- [x] Logo with link to the City of Turlock web site on event web site (required)
- [x] Logo with promotional material (required)
- [x] City of Turlock Banner displayed at event
- [x] Recognition at reception or banquet – please describe: Opening night
- [x] Speaking opportunity for City representative
- [ ] Recognition in event newsletter
- [ ] Recognition in press release(s)
- [x] Other Logo on Zamboni -

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Kam Macedo — 6/1/15

Signature of Organization Representative — Date

Fields of Ice

PRESENTED BY RAM FARMS INC.

FIELDSOFICE.COM TURLOCK, CA CONTACT@RAMFARMS.COM 209-668-2425

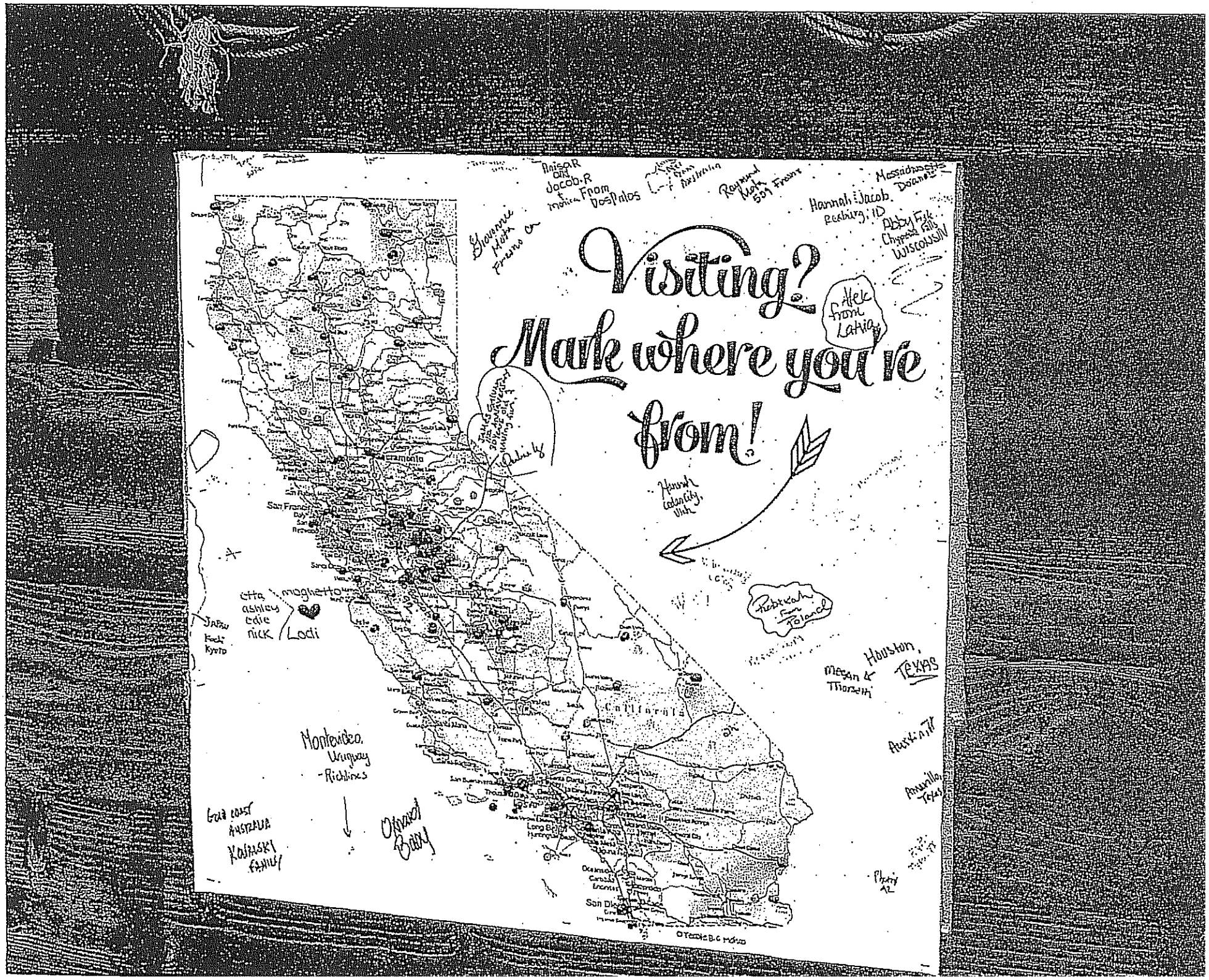
In 2013 we became the talk of the town when we opened Turlock's first and only seasonal and temporary Ice Skating Rink with complimenting premier Christmas Tree lot. The overwhelming success of our first year allowed us to double the size of the rink in order to meet demand. Last year we saw over 32,000 skaters along with 60,000 spectators between Thanksgiving and Mid-January. This year, will be our 3rd year. We will be installing a new tent to partially cover the ice rink, so we will be able to provide a healthful winter activity that brings families and friends together, regardless of the weather.

The last two years, we hosted youth groups, church groups, school groups, and over 35 birthday parties. We offered fund raising opportunities to local groups with our premier Christmas Trees. Our pictures with Santa has become a popular activity.

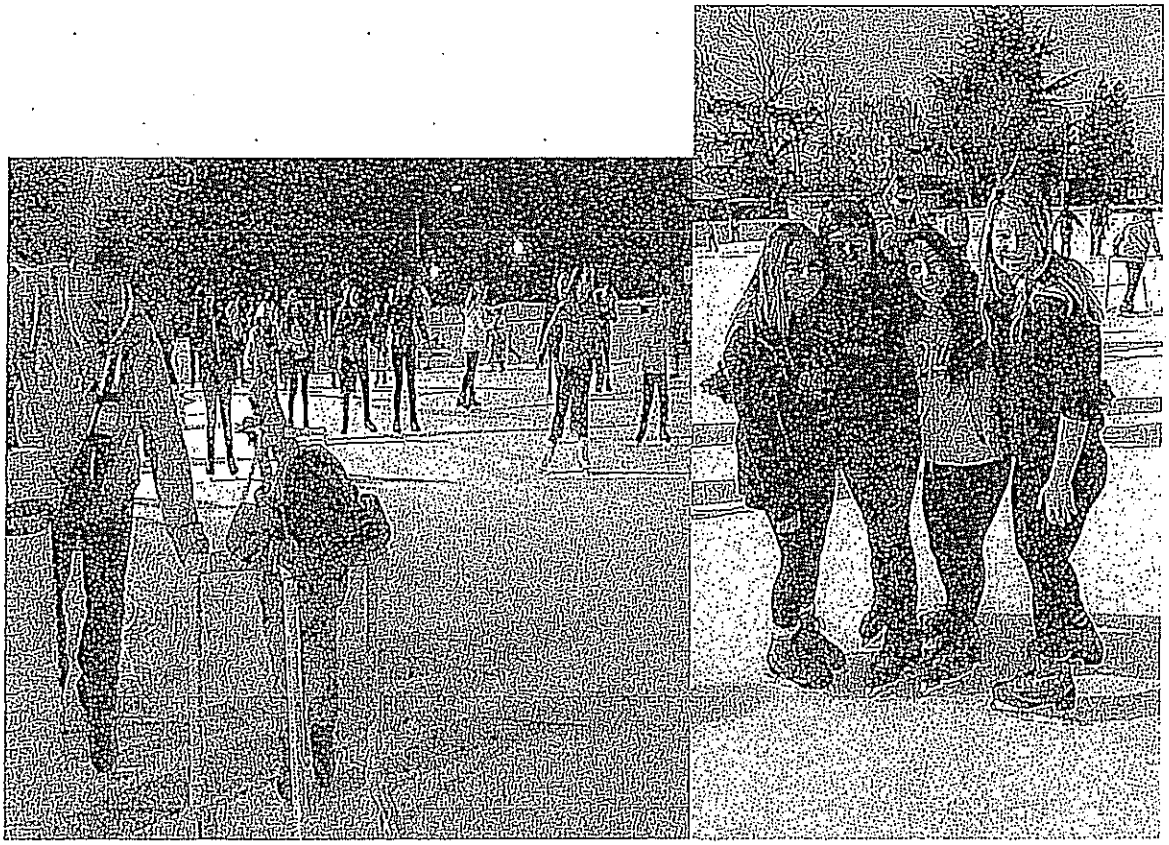
Also, we became popular on social media, and the ice rink has become the most popular "selfie spot" in Turlock. We were also voted Turlock Journals' Best Family Fun.

Fields of Ice will be open dialy from Nov. 25th through mid-January. Skating sessions begin on even-numbered hours: 10 am, 12 noon, 2 pm, 4 pm, 6 pm, and 8 pm. We can host 250 skaters per sessions, and we "sold out" of several sessions on weekends and during winter break last year. Special activity nights are being planned this year, as well as ice skating lessons and hockey "stick and puck" skills sessions.

Fields of Ice keeps Turlockers from driving to the bay area or mountains to have an ice skating experience. It is a place for local residents to bring their guests during the holidays. It draws tourists from a seven county region, as well as people traveling Hwy 99. We are starting new family traditions in Turlock, as well as improving the quality of life in Turlock.


Visiting?
Mark where you're from!
Alex from Latvia
Hannah Jacob
Reebkah from Poland
Houston, TEXAS
Austin, TX
Amarillo, Texas
Phoenix AZ
Montevideo, Uruguay
-Richlines
Gold Coast Australia
Kowalski Family
Oxnard Baby
Lodi
San Francisco
Sacramento
California
San Diego
Long Beach
Hannah Jacob
Reebkah from Poland
Hannah Cedar City, Utah
Jacob R and Jacob R from Dos Palos
Raymond Mata 509 Fresno
Massachusetts Doanes
Abby Fisk Chippewa Falls WISCONSIN
Giovanni Mata Fresno CA
Anisa R and Jacob R from Dos Palos
Tecole B.C. Mexico

Your name here!
ZAMBONI



Fields of Ice Budget 2015/16

Income

Item	Amount
Advertizers/Sponsors	$24,000.00
Birthday Parties/Stamp Cards	$4,000.00
Ice Skaters	$360,000.00
Snack Bar	$6,000.00
Christmas Tree Sales	$25,000.00
	$419,000.00

Expenses

Item	Amount
Rent	$5,000.00
Utilities	$35,000.00
License/Permits	$800.00
Adverising	$3,000.00
Loan Repayments	$100,000.00
Office Rent	$4,000.00
Supplies	$2,000.00
Payroll/Taxes	$100,000.00
Insurance	$25,000.00
Equipment Rental	$40,000.00
Repairs & Maint	$10,000.00
Skate/Skate Repairs	$10,000.00
Propane	$2,000.00
Miscellaneous	$2,000.00
Tent Covering Set Up	$15,000.00
Christmas Tree Lot	$17,500.00
Security	$2,000.00
Total	$373,300.00

Advertising Packages

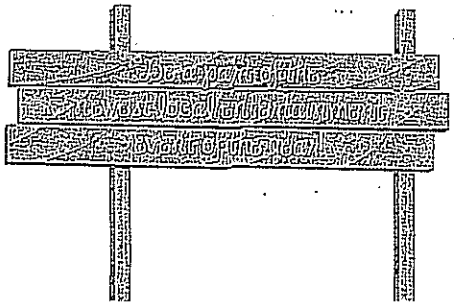
$2500 - Iceland
- Signage at Ice Rink
- One free party night with staff, family, and friends (M-Th, 250 people max, food not included.)
- Logo on website, flyers and any other promotional print advertising material
- 25 ice skating passes for your staff or customers
- Signage at Pumpkin Patch/Corn Maze (If purchased before September 15th)
- 25 Corn Maze passes
- $100 pumpkin voucher

$1000 - Glacier
- Signage at Ice Rink
- Logo on website, flyers and any other promotional print advertising material
- 15 ice skating passes for your staff or customers
- Signage at Pumpkin Patch/Corn Maze (If purchased before September 15th)
- 15 Corn Maze passes
- $50 pumpkin voucher

$500 - Iceberg
- Signage at Ice Rink
- Logo on website
- 10 ice skating passes for your staff or customers
- Signage at Pumpkin Patch/Corn Maze (If purchased before September 15th)
- 4 Corn Maze Passes OR $20 pumpkin Voucher

$250 - Community Ice Cube (must be purchased before September 15th)
- Name on Community Supporter Board
- 4 Ice Skating Passes
- 4 Corn Maze Passes
- $25 pumpkin voucher

$500 - $1000 Block of Ice Party
- One exclusive party night with your staff, family and friends (M-Th, 250 people max, food not included)



R.A.M.Farms
inc

TURLOCK, CA 95380
209.668.2425 RAMFARMS.COM

2018

Fields of Ice

PRESENTED BY R.A.M. FARMS INC.

Advertising Packet

Fields of Ice

PRESENTED BY R.A.M. FARMS INC.

From the group who has brought family fun to Turlock every fall for the last 5 years... we have something new in store!

A visit to our Pumpkin Patch & Corn Maze on the east edge of Turlock is a tradition for locals and visitors! We provide the absolute best selection of pumpkins, gourds and squash, and Turlock's first and only 20 acre corn maze! The Patch provides an exciting perspective of Stanislaus county agriculture and countless hours of family fun!

This year we're excited to extend this family fun into the winter months with the addition of a temporary Ice Skating Rink and premier Christmas tree lot!

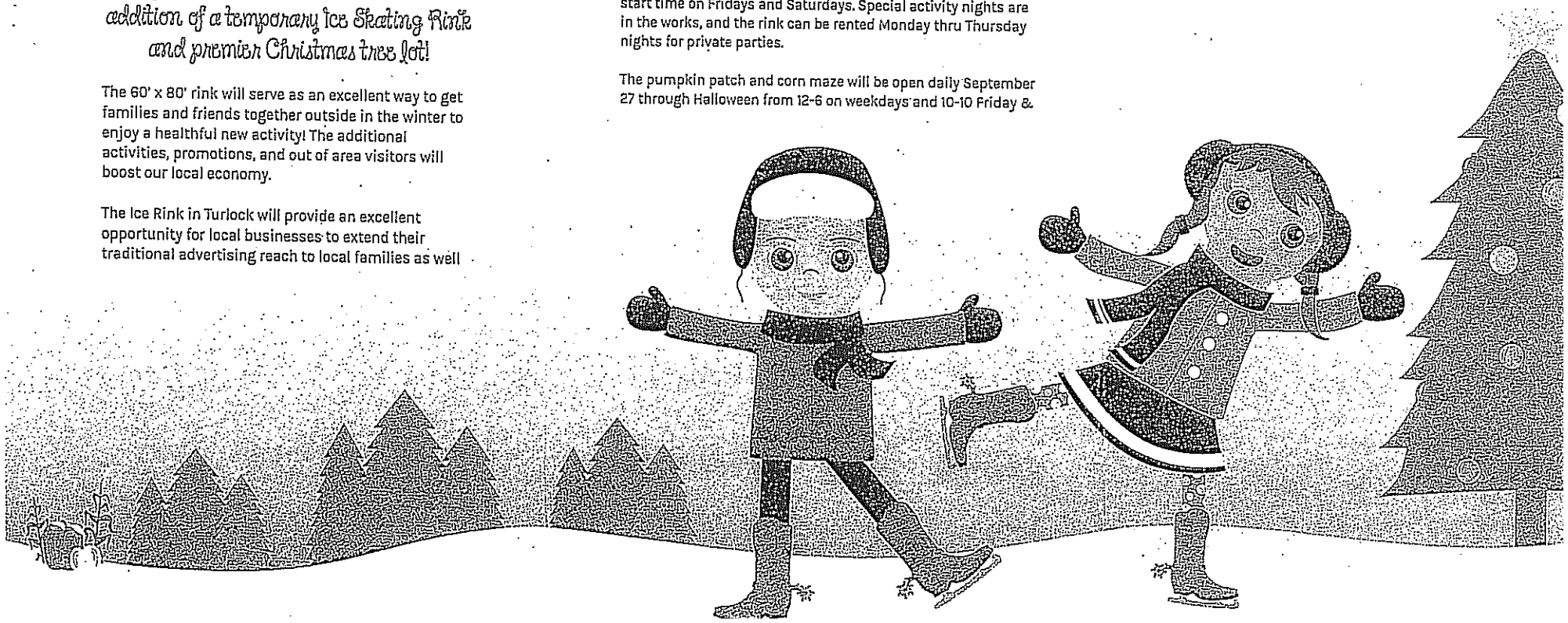
The 60' x 80' rink will serve as an excellent way to get families and friends together outside in the winter to enjoy a healthful new activity! The additional activities, promotions, and out of area visitors will boost our local economy.

The Ice Rink in Turlock will provide an excellent opportunity for local businesses to extend their traditional advertising reach to local families as well as visitors to the community. The rink is scheduled to run every day for 7 weeks and projected to attract approximately 25,000 skaters and spectators! We're excited to provide advertising platforms such as signage, private parties, complimentary tickets, and more! Advertisers who choose to participate prior to September 15 will also enjoy extra privileges at the Pumpkin Patch and Corn Maze!

The Ice Rink will be open daily beginning November 27 (Black Friday) through January 12. Skating sessions will begin on even-numbered hours; starting at noon, 2, 4, 6, and an 8pm start time on Fridays and Saturdays. Special activity nights are in the works, and the rink can be rented Monday thru Thursday nights for private parties.

The pumpkin patch and corn maze will be open daily September 27 through Halloween from 12-6 on weekdays and 10-10 Friday & Saturday's. Freaky Flashlight nights are every Friday & Saturday evening in October.

This will be the first outdoor ice rink in Turlock! We look forward to working with you as we promote this new, healthy, and family-fun activity we're able to bring to the community! It promises to be a fun and exciting event for kids of all ages!



Fields of Ice

PRESENTED BY R.A.M. FARMS INC.

- ☐ $2500 - Iceland
- ☐ $1000 - Glacier
- ☐ $500 - Iceberg
- ☐ $250 - Community Ice Cube
- ☐ $500 - $1000 Block of Ice Party

* * * * * * * * * *

Name: _____

Business: _____

Phone: _____

Email: _____

Address: _____

_____

☐ check enclosed ☐ cash enclosed ☐ card info below

Please make checks payable to Fields of Ice, LLC

Name on Card: _____

Card#: _____

Exp. Date: _____ SVC#: _____

Signature: _____

R.A.M.Farms
inc
TURLOCK, CA 95380

Mike Dood

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Fields of Ice
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	8
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	9

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	4
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	7

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	8
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 110

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 4,500

Bob Lenden

7

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **R.A.M. Farms, Inc.**
Project: **Fields of Ice**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock? 3	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140) 136

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Impact - overestimate / weekends ok but everyday?

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Larry Updated

Application Number

1

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **R.A.M. Farms, Inc.**
Project: **Fields of Ice**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

fall out.

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Fields of Ice
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140) 0

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **R.A.M. Farms, Inc.**
Project: **Fields of Ice**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Sergio
Alvarado

Application Number

7

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Fields of Ice
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree				Neutral					Strongly Agree		
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree				Neutral					Strongly Agree		Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	(10)	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	(10)	10

2. Clear Description of Project	Do Not Agree				Neutral					Strongly Agree		Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	(10)	10

3. Clear and Measurable Accomplishments	Do Not Agree				Neutral					Strongly Agree		Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	(8)	9	10	8
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	(10)	10

4. Leveraging of Funds	Do Not Agree				Neutral					Strongly Agree		Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	(10)	10

5. Management Capability of Organization	Do Not Agree				Neutral					Strongly Agree		Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	(10)	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	(10)	10

6. Costs	Do Not Agree				Neutral					Strongly Agree		Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	(10)	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	(10)	10

Total Points (Maximum 140): 138

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Fields of Ice
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

2

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	6

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 128

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ___ or No X
Modified Amount: $ 3000

Office Use only
Date Application Received
6 11 15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. **All applications must be completed as described. Incomplete applications will not be considered for funding.**

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Turlock Pumpkin Patch and Corn Maze

Sponsoring Organization: R.A.M. Farms, Inc

Funds Requested: $ $1000

How Funds Will Be Used: Advertising- Facebook, Print, Signs, & Radio

Date(s) of Event: Sept. 25 to Nov. 1, 2015

Location of Event: 716 N. Daubengerger, Turlock, CA 95380

Description of Event (please attach additional pages if necessary): Agritourism event in Turlock. Pumpkin Patch with over 40 varieties of pumpkins hay maze, tractor corral, scary shed, pumpkin bowling, and sand box. 20 Acres Corn maze. Host of local study trips for over 1300 school age children. Adding movies Under the Stars.

Contact Person: Karen Macedo

Mailing Address: 4424 Silva Road

Telephone: (209) 649-7078 Fax: Home office (209) 668-2425

Email: Karen@ramfarms.com Event Website: www.ramfarms.com

How long has the event been held in Turlock?: 8 Years - (Corn Maze 5th year)

How has the event grown since its inception?: Yes!! Approx. 10-20% increase each year!

Estimated Economic Impact

Expected Total Attendance:	15,000
Admission/Gate fee?	$ $8.00 (avg.)
Number of Out-of-Town Attendees: *(50 miles away or farther)*	1000
Number of Rooms Booked:	10
Number of Nights Booked:	10
Has your organization received funding Previously for this event?	☒ Yes ☐ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 71,400 (1000 / 34 days = 30 out of town x $70 = $2100 day)) *Less on weekdays- more on weekends
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 3,000 20 people x $150
Total Event Budget: (Please attach copy)	$ 100,000.00
Total Amount of Funding Requested:	$ 1000.00

How do you measure the above estimated statistics? Pumpkin Patch attendance is estimated by number of pumpkins sold. Corn Maze attendance is counted by number of wristbands sold. Study trips are counted by number of students.

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 2000

What is your marketing plan (When and where will you advertise?) Online with our webpage, Facebook (3400+) Instagram, and Twitter. We advertise in Turlock Journal, Modesto Bee, aqnd Hilmar Times. We also use signage, flyers, t-shirts, and radio. Also listed on Corn Maze America, Ag Connect, Farm Bureau, and we are a member of Cal Ag Tourism.

Does your event have a dedicated web site? ☒ Yes ☐ No URL www. ramfarms.com

How do you market your web site to drive traffic? We use several core SEO foundations: specific and targeted headlines, market driven keywords, integration with social media, and frequent submissions to our site map.

What type of marketing material will you produce for this event/activity? (Check all that apply)

☒ Posters	☒ T-Shirts	☒ Other: Agritourism websites
☒ Flyers/Brochures	☒ Facebook Page	☒ Other: Rack Cards for Hotels
☐ Invitations	☒ Website	

Please describe how your event/activity benefits the community? We offer the community a place to enjoy local produce and fun fall activities with their families. We offer a safe place for teenagers to meet and "hangout" on weekends ~~and after school. We teach local children (and adults) about Stanislaus County Agriculture. We welcome visitors~~ from far and near to Turlock, and we have become a Fall Tradition for many locals and visitors. We improve the quality of life for ~~Turlockers, as they don't have to leave town to enjoy beautiful Fall days and evenings outside in a healthful, safe~~ and enjoyable environment. Also, locals now have a place to bring their out of town family and friends.

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☒ Logo with link to the City of Turlock web site on event web site (required)
- ☒ Logo with promotional material (required)
- ☒ City of Turlock Banner displayed at event
- ☐ Recognition at reception or banquet – please describe:_____
- ☐ Speaking opportunity for City representative
- ☐ Recognition in event newsletter
- ☐ Recognition in press release(s)
- ☒ Other Maze map, Facebook, Instagram.

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

Ken Macedo 6/1/15

Signature of Organization Representative Date

R.A.M. Farms Inc.
4424 Silva Road Turlock, California 95380 • 209-668-2425 • contact@ramfarms.com

Turlock Pumpkin Patch & Corn Maze

Turlock Pumpkin Patch & Corn Maze is an Agritourism venture of R.A.M. Farms, Inc.

In 2014, Turlock Pumpkin Patch & Corn Maze enjoyed a successful season with over 13,000 locals and visitors from far and near coming out to enjoy Turlock's beautiful fall weather and experience local agriculture and fun in a reasonably priced, and family friendly setting. During fall 2015, we will be celebrating our 8th year of the pumpkin patch and 5th year of the corn maze.

Our activities include:

*Over 1200 children on study trips to lean about local agriculture and where their food comes from. This year, we will be working with Turlock School District to host all of Turlock's Kindergartens.

* Over 40 varieties of pumpkins/gourds/winter squash from ¼ lb to over 200 lbs. We have all colors, sizes and shapes. We now have a loyal following for fall decorators, and families finding the perfect jack-o-lantern. Visitors come from near and far.

*20 acre corn maze – Season passes are popular with local teens. Freaky flashlight nights are a perfect fall "date night". This keeps locals in Turlock. The Corn Maze also attracts many visitors from Merced County, San Joaquin County, and Tuolumne County. It also brings in others who go on "corn maze adventures" spending their weekends going to corn mazes in Lathrop, Patterson and then Turlock.

*Pumpkin Patch Activities include: Our popular Scary shed, a variety of tractors to explore, hay bale maze, sand box, pedal tractor corral, and pumpkin bowling. We were able to offer Movies Under the Stars this past fall. We now have our permit to offer our food truck on site.

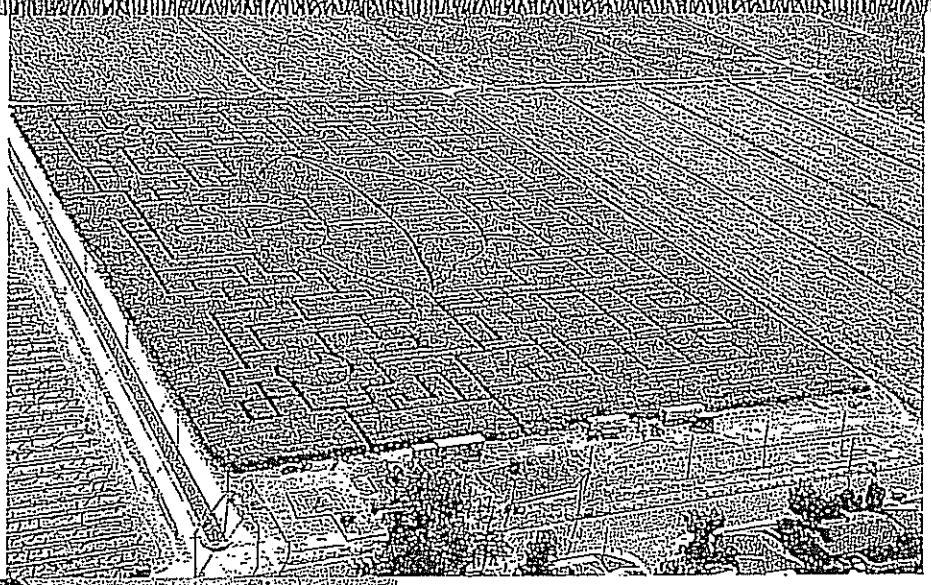
*We hosted numerous youth groups, church groups, FFA, 4-H, community groups, birthday parties, and family groups. We have improved our parking, lighting and have hired extra security for Friday and Saturday nights.

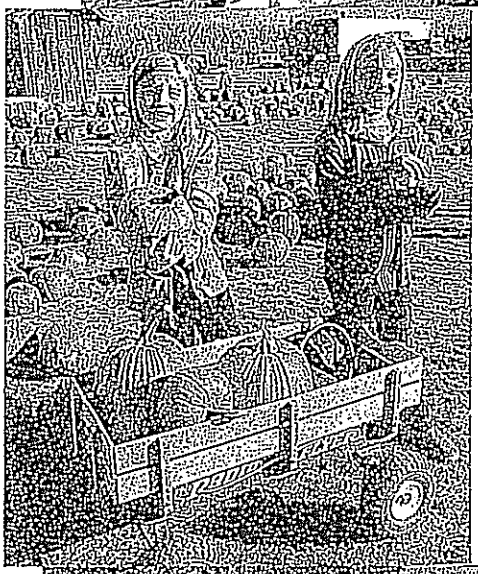
The Pumpkin Patch and Corn Maze keeps locals in Turlock during the Fall, as well as bringing visitors to Turlock. It is a safe and fun activity. It improves Turlock's quality of life!

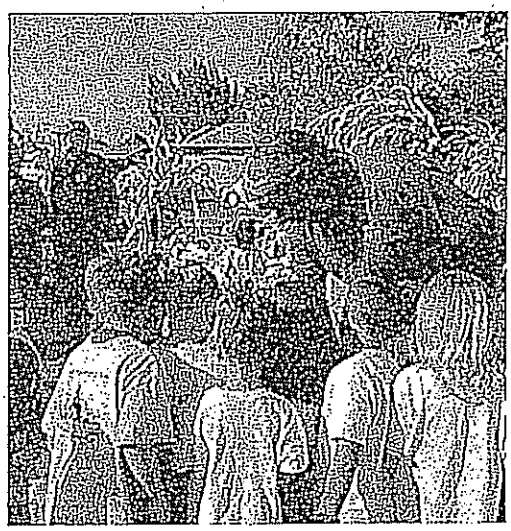
The Pumpkin Patch and Corn Maze is open daily in October, with Freaky Flashlight night on Friday and Saturday nights. Pumpkins are sold at the stand until Thanksgiving.

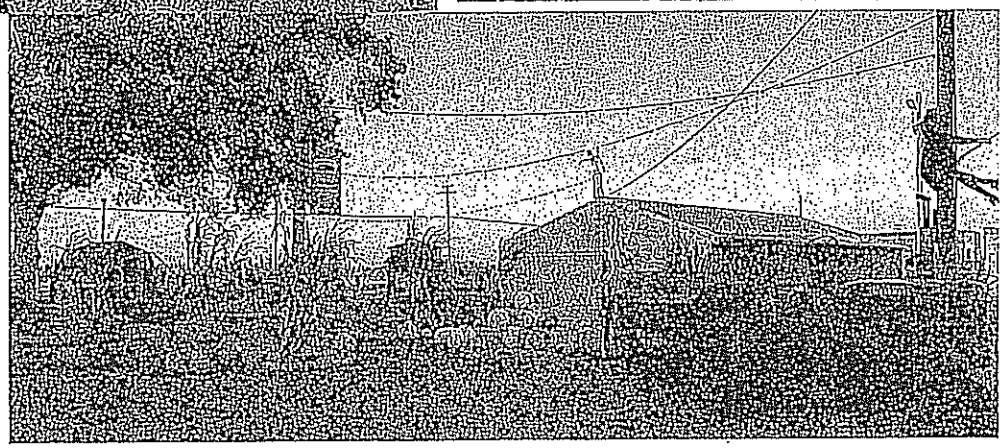
R.A.M. Farms Inc.

4424 Silva Road Turlock, California 95380 • 209-668-2425 • contact@ramfarms.com









Welcome
Where are you from?
Turlock
Los Angeles
Modesto
Hilmar
Denair
Newman
Delhi
Ceres
Elk Grove
Rock City
Miller Oakdale
Keyes
Grass Valley
Temecula
Antuno
Gustine
Ripon
Chowchilla
Yucaipa
Los Banos
Monrovia
Waterford
Cowcord
Galt
Santa Cruz
Livermore
Long Beach
Santa Rosa
Pismo Beach
Walnut Creek
Lafayette
Vancouver B.C.
Seattle
Lake Tahoe
Pedro
Manteca
Hughson
Riverbank
Corona
Kansas City
Patterson
Columbia
Ventura
Tijuana
New Hampshire
Denair

Turlock Pumpkin Patch & Corn Maze 2015/16

Income

Item	Amount
Advertizers/Sponsors	$5,000.00
Birthday Parties/Stamp Cards	$1,000.00
Corn Maze Visitors	$60,000.00
Pumpkin Patch	$65,000.00
Study Trips	$6,000.00
Snack Bar	$2,000.00
	$139,000.00

Expenses

Item	Amount
20 Acres Corn @ $700 Per Acre	$14,000.00
10 Acres Speciality Pumpkins @ $3100 Per acre	$32,000.00
License/Permits	$400.00
Adverising	$2,000.00
Office Rent	$2,000.00
Supplies/Misc	$2,000.00
Payroll/Taxes	$35,000.00
Insurance	$5,000.00
Corn Maze Design/Cutting/ Maint	$5,500.00
Security	$1,000.00
	$98,900.00

RAMFARMS.COM

2015

PUMPKIN PATCH & CORN MAZE

LAST WEEK OF SEPT – HALLOWEEN

DAILY NOON-DUSK · 10-10 (FRI & SAT) · 10-8 (SUN)

PERFECT PUMPKINS

OVER 40 VARIETIES OF LOCALLY-GROWN JACK-O-LANTERNS, HEIRLOOMS, INTERESTING GOURDS AND DELICIOUS WINTER SQUASH – OUR SELECTION IS UNBEATABLE!

THE A-MAZING 20 ACRE CORN MAZE

REG. ADMISSION: $8 | CHILDREN 6 – 12: $6

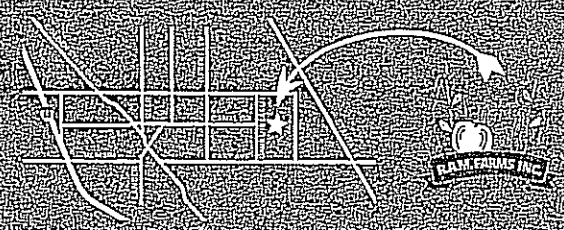
FREAKY FLASHLIGHT NIGHTS!

FRIDAY AND SATURDAY EVENINGS (6-10PM)

REG. ADMISSION: $10 | CHILDREN 6 – 12: $8

VISIT & ALSO ENJOY...

HAY MAZE · PUMPKIN BOWLING · CORNHOLE · SCARY SHED · FIELD TRIPS · TRACTOR CORRAL · GROUP EVENTS · SAND BOX · SNACK BAR



716 N. DAUBENBERGER · TURLOCK | 209.658.2125

Mike Dood

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Turlock Pumpkin Patch & Corn Maze
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	8
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	9

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	9

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	4
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	7

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	7

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	8
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 110

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 500

Bohlender

8

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Turlock Pumpkin Patch & Corn Maze
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question:	Do Not Agree										Strongly Agree	
Does the organization provide services?	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140) 138

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Reasonable fee

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Gary Gabriel

Application Number: 8

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **R.A.M. Farms, Inc.**
Project: **Turlock Pumpkin Patch & Corn Maze**
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question:	Do Not Agree										Strongly Agree	
Does the organization provide services?	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

fallout or what was voted

Michelle Morse

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Turlock Pumpkin Patch & Corn Maze
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree										Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): 0

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No X
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: **R.A.M. Farms, Inc.**
Project: **Turlock Pumpkin Patch & Corn Maze**
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	Points
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140): ~~130~~ 140

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Sergio
Alvarado

Application Number

8

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Turlock Pumpkin Patch & Corn Maze
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	(10)	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	(10)	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	(10)	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	(10)	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	(10)	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	(9)	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	10

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	10
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 135

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: R.A.M. Farms, Inc.
Project: Turlock Pumpkin Patch & Corn Maze
Requested $: 1,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
								(7)				7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8

2. Clear Description of Project	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	6

5. Management Capability of Organization	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	10
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree 0	1	2	3	4	5	6	7	8	9	Strongly Agree 10	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 125

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

Office Use only
Date Application Received
5 / 28 / 15

Community Events and Activities Grant Application

The City of Turlock is pleased to award grant funds to organizations that can demonstrate a return on investment that supports economic development and visibility for the City of Turlock. All applications must be completed as described. Incomplete applications will not be considered for funding.

Please submit a copy of your completed application. (Typed or printed neatly)

Name of Event: Tournament of Champions

Sponsoring Organization: Cal State Stanislaus

Funds Requested: $ 5,000

How Funds Will Be Used: Cover cost of event

Date(s) of Event: April 1-3, 2016

Location of Event: Pedretti Park

Description of Event (please attach additional pages if necessary): One of the largest college softball tournaments on the West Coast.

Contact Person: Mike Matoso

Mailing Address: Cal State Stanislaus, University Circle, Turlock CA 95382

Telephone: 209-921-7596 Fax:

Email: mmatoso@csustan.edu Event Website: www.warriorathletics.com

How long has the event been held in Turlock?: 16 Years

How has the event grown since its inception?: 18-26 teams

Estimated Economic Impact

Expected Total Attendance:	1,200 +
Admission/Gate fee?	$ 6000
Number of Out-of-Town Attendees: *(50 miles away or farther)*	1000 +
Number of Rooms Booked:	300
Number of Nights Booked:	900
Has your organization received funding Previously for this event?	☐ Yes ☑ No
Direct Economic Impact: *(Based on $70/person/day visitor)*	$ 14,000
Direct Economic Impact: *(Based on $150/person/overnight visitor)*	$ 150,000
Total Event Budget: (Please attach copy)	$ 23,360
Total Amount of Funding Requested:	$ 5,000

How do you measure the above estimated statistics?

Previous Years Financials

(Please provide any available documentation to support these statistics).

Marketing (Print, Radio, TV, Social Media, Website, Special Promotion)

What is your marketing budget? $ 250

What is your marketing plan (When and where will you advertise?) Splash page on Website, Ad in Modbee

Does your event have a dedicated web site? ☑ Yes ☐ No URL www. warrierathletics.com

How do you market your web site to drive traffic? on Various Websites

What type of marketing material will you produce for this event/activity? (Check all that apply)

- ☑ Posters
- ☐ Flyers/Brochures
- ☐ Invitations
- ☑ T-Shirts
- ☑ Facebook Page
- ☑ Website
- ☐ Other: _____
- ☐ Other: _____

Please describe how your event/activity benefits the community? Event brings over 1000 visitors to town. Fills hotels & restaurants. Promotes TV/local in region & beyond

Promotional Opportunities

Please describe the promotional opportunities that your organization will provide to the City of Turlock Community Event & Activities Program. (Check all that apply)

- ☑ Logo with link to the City of Turlock web site on event web site (required)
- ☑ Logo with promotional material (required)
- ☑ City of Turlock Banner displayed at event
- ☐ Recognition at reception or banquet – please describe:_____
- ☐ Speaking opportunity for City representative
- ☑ Recognition in event newsletter
- ☐ Recognition in press release(s)
- ☐ Other_____

Please note: All promotional materials containing the City of Turlock's logo MUST be preapproved by the Director of Parks, Recreation and Public Facilities prior to distribution.

_____ 5/27/15

Signature of Organization Representative Date

Expected Attendance					
Locatio	Pedretti Park			Proposed	Actual
Revenue					
	Fri Gate			$ 7,000.00	
	Sat Gate			$ 4,048.00	
	Sun Gate			$ 1,945.00	
				$ -	
				$ -	
				$ -	
				$ -	
	Entry fees	650	$ 23.00	$ 14,950.00	
	Programs	200	$ 1.00	$ 367.00	
			Total Revenue:	$ 28,310.00	$
Expenses					
Advertising		Tourney Director		$ 300.00	
		Posters		$ 100.00	$ -
		Programs		$ 350.00	
		Umpires		$ 16,000.00	
		Umpire in Chief		$ 100.00	
		Tickets		$ 200.00	
			Subtotal:	$ 16,750.00	$
Services					
	Location	facilities charges		$ 6,653.00	
	Bank Fees			$ 500.00	
	Rental Vehicle			$ 500.00	
	Misc			$ 1,000.00	
			Subtotal:	$ 8,653.00	$
Supplies					
	trophies			$ 600.00	
	Balls			$ 1,246.00	
	Food			$ 500.00	
			Subtotal:	$ 2,346.00	$
			Total Expenses:	$ 27,749.00	$
Expected Attendance					
Locatio	Pedretti Park			Proposed	Actual

Mike Dowd

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **CSU Stanislaus**
Project: **Tournament of Champions (Softball)**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	7
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	7

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	8
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	8

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	7

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	10

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	7
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	7

Total Points (Maximum 140): 116

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $ 5,000

Bohlender

9

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **CSU Stanislaus**
Project: **Tournament of Champions (Softball)**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

53
80

Total Points (Maximum 140): 133

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Do team pay entry fee

Recommend for Full Funding? Yes ✓ or No ____
Modified Amount: $_____

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Application Number 9

Organization: **CSU Stanislaus**
Project: **Tournament of Champions (Softball)**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree										Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ____
Modified Amount: $_____

Michelle Maze

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: CSU Stanislaus
Project: Tournament of Champions (Softball)
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

	Do Not Agree										Strongly Agree	Points
1. Meeting the Goals of the Community Activities Grant Program												
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	8
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	8
2. Clear Description of Project												
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	8
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	8
3. Clear and Measurable Accomplishments												
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	8
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	8
4. Leveraging of Funds												
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	8
5. Management Capability of Organization												
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	8
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	8
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	8
6. Costs												
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	8
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	8

Total Points (Maximum 140): 112

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

DIAZ

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: **CSU Stanislaus**
Project: **Tournament of Champions (Softball)**
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	

Total Points (Maximum 140)

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $ 7,000

Sergio Alvarez

Application Number: 9

City of Turlock Community Acitivties Grant Application Scoring Sheet - FY 2015-2016

Organization: CSU Stanislaus
Project: Tournament of Champions (Softball)
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	7	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	10
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	10
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	6

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	10

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	6
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	8

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	7
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	7
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	8

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	10

Total Points (Maximum 140): 122

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes ____ or No ✓
Modified Amount: $ 4,000

Hannah Walker

Application Number

City of Turlock Community Acitivties Grant
Application Scoring Sheet - FY 2015-2016

Organization: CSU Stanislaus
Project: Tournament of Champions (Softball)
Requested $: 5,000.00

Points: Circle the appropriate number of points

Example Question: Does the organization provide services?	Do Not Agree										Strongly Agree	
	0	1	2	3	4	5	6	(7)	8	9	10	7

1. Meeting the Goals of the Community Activities Grant Program	Do Not Agree										Strongly Agree	Points
a. Does the application meet goals of the Community Activities Grant program?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the event demonstrate a return on investment that supports economic development & tourism?	0	1	2	3	4	5	6	7	8	9	10	9
c. Does the program increase the visibility for the City of Turlock?	0	1	2	3	4	5	6	7	8	9	10	10

2. Clear Description of Project	Do Not Agree										Strongly Agree	Points
a. Does the event show clear measurable accomplishments?	0	1	2	3	4	5	6	7	8	9	10	9
b. Does the organization have a clear marketing plan?	0	1	2	3	4	5	6	7	8	9	10	10

3. Clear and Measurable Accomplishments	Do Not Agree										Strongly Agree	Points
a. How many years has the event been held in Turlock?	0	1	2	3	4	5	6	7	8	9	10	10
b. How has the event grown since its inception?	0	1	2	3	4	5	6	7	8	9	10	9

4. Leveraging of Funds	Do Not Agree										Strongly Agree	Points
a. Are there additional funding sources allocated to this event?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is the budget clear and detailed?	0	1	2	3	4	5	6	7	8	9	10	9

5. Management Capability of Organization	Do Not Agree										Strongly Agree	Points
a. Is the event serving a reasonable number of people?	0	1	2	3	4	5	6	7	8	9	10	9
b. Is there a clearly defined process for counting event participants?	0	1	2	3	4	5	6	7	8	9	10	9
d. Does the organization appear capable of managing the proposed event?	0	1	2	3	4	5	6	7	8	9	10	9

6. Costs	Do Not Agree										Strongly Agree	Points
a. Do the budget line item expenses appear reasonable to perform this event?	0	1	2	3	4	5	6	7	8	9	10	10
c. Are funds primarily used for direct service expenses?	0	1	2	3	4	5	6	7	8	9	10	9

Total Points (Maximum 140): 130

140-125	*Event aligns well with the goals of the Community Grants Program and supporting information is measurable and complete.*
124-100	*Event has the potential to positively impact the community but may be lacking in some areas.*
Below 99	*Event does not align with the goals of the Community Grants Program.*

Recommend for Full Funding? Yes X or No ____
Modified Amount: $_____

8C

Council Synopsis

June 23, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a residential fee deferral program for deferral of all Turlock Unified School District, County of Stanislaus (once approved by their respective legislative bodies), and City of Turlock City-wide and Master/Specific Plan Impact Fees to Occupancy or Close of Escrow; approving a standard agreement for deferral of residential development impact fees; and authorizing the City Manager to execute said agreements

2. DISCUSSION OF ISSUE:

On October 22, 2013, City Council continued the fee deferral program for commercial and industrial development for an additional 24 months in an effort to provide financial flexibility to the development community. The program was envisioned to help stimulate the economy through job creation which in turn would enhance City revenue through fee collection as well as increase the city's tax base. Since that time, a handful of developers/owners have taken advantage of the program.

While the commercial and industrial developers have been afforded the opportunity to defer their fees, the residential developers have not had the same or similar opportunity. California Government Code 66007 (g) specifically allows a local agency to defer the collection of one of more fees to close of escrow. Staff has been working with several residential developers in preparing an agreement that would allow for the deferral of certain fees yet guarantee payment of fees to the city by the developer and not further obligate the new home owner at close of escrow. The attached deferral agreement for residential fees (Attachment "A") and its supporting assignment agreement (Attachment "B") meet the needs of the residential development community and City.

Staff is recommending that the deferral of all City-wide and Master/Specific Plan fees be permitted to occupancy or close escrow following the execution of the deferral agreement. Deferral of fees is the best way to promote development within the city without jeopardizing the health and viability of the fee program. The residential deferral will postpone the payment of fees to the time that the new development impact will be felt but will not cause a fee program to be underfunded.

The attached resolution includes the deferral of Turlock Unified School District and County of Stanislaus impact fees. However, the resolution requires that their respective boards must take an action permitting the City to do so. Until those approvals are received, the deferrals will be for City-wide and Master/Specific Plan fees only.

3. BASIS FOR RECOMMENDATION:

A. Development impact fee programs must be adopted and amended by the City Council

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

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

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

Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The fiscal impact of the deferment of development impact fees will to occupancy or close of escrow will be negligible.

No General Fund money will be used.

Budget Amendment: None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

No reduction in fee will occur. The various fee programs will see a slight delay of funding but will be fully funded at the conclusion of build out. Therefore no environmental determination is necessary.

7. ALTERNATIVES:

The City Council may choose not to adopt the residential City-wide and Master/Specific Plan fee deferral program and continue to collect fees at building permit issuance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESIDENTIAL FEE DEFERRAL PROGRAM FOR DEFERRAL OF ALL TURLOCK UNIFIED SCHOOL DISTRICT, COUNTY OF STANISLAUS (ONCE APPROVED BY THEIR RESPECTIVE LEGISLATIVE BODIES), AND CITY OF TURLOCK CITY-WIDE AND MASTER/SPECIFIC PLAN IMPACT FEES TO OCCUPANCY OR CLOSE OF ESCROW; APPROVING A STANDARD AGREEMENT FOR DEFERRAL OF RESIDENTIAL DEVELOPMENT IMPACT FEES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS	}	RESOLUTION NO. 2015-

WHEREAS, on October 13, 2013, the City Council continued the fee deferral program for commercial and industrial development for an additional 24 months; and

WHEREAS, currently there is no adopted residential impact fee deferral program; and

WHEREAS, the state of the economy has shown improvement but continues to impact the development communities ability to build and improve the city; and

WHEREAS, stimulating the economy through job creation is in the best interest of the city to enhance revenue through fee collection as well as increasing the city's tax base; and

WHEREAS, the deferral of impact fees would enhance the residential developers cash flow through postponing fee payments to occupancy or close of escrow; and

WHEREAS, forgiving fees to stimulate the economy would be detrimental to health and financial viability of the city's various City-wide and Master/Specific Plan fee programs. However, fee deferrals to stimulate the economy could be given without risking the health and financial viability of the city's various City-wide and Master/Specific Plan fee programs; and

WHEREAS, the developer shall enter into a lien agreement with the city detailing the fee deferral amount and schedule of payment; and

WHEREAS, the deferral of Turlock Unified School District and Stanislaus County impact fees will only occur following their respective boards approval; and

WHEREAS, the Council authorizes the City Manager to execute the standard agreement for deferral of residential development impact fees (Attachment "A") and the standard assignment agreement (Attachment "B") at his/her discretion.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock adopts a residential fee deferral program for deferral of all Turlock Unified School District, County of Stanislaus (once approved by their respective legislative bodies), and City of Turlock City-wide and Master/Specific Plan Impact Fees (Attachment "C") to Occupancy or Close of Escrow; approving a standard agreement for deferral of residential development impact fees; and authorizing the City manager to execute said agreements.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT A

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

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

AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND

_____
FOR THE PAYMENT OF
RESIDENTIAL DEVELOPMENT IMPACT FEES
PURSUANT TO GOVERNMENT CODE §66007

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between the **CITY OF TURLOCK** (hereinafter referred to as "City") and _____, (hereinafter referred to as "Property Owner"), who is the owner of the real property described in Exhibit A attached hereto and made a part of this Agreement (hereinafter referred to as "Property").

RECITALS

A. The PROPERTY OWNER is constructing a residential dwelling at _____, Turlock, California 9538_.

B. The PROPERTY OWNER, as a condition of development, is required to pay City Impact Fees, County of Stanislaus Impact Fees, Turlock Unified School District Impact Fees, and other City fees for Building Permit ___-_____ totaling $_____ at building permit issuance.

C. Pursuant to Government Code §66007, Resolution 2015-__, and as a condition of issuance of the building permit, the City is willing to defer the collection of certain fees as set forth herein up to close of escrow, pursuant to Government Code §66007(g).

D. The PROPERTY OWNER has agreed to pay $_____ of the total fees at building permit issuance and has requested that all City Impact Fees, as set forth on Exhibit B, in the amount of $_____ be deferred for each parcel/dwelling to close of escrow in accordance with Resolution No. 2015-_____ of the City Council of the City of Turlock, adopted on _____, 2015 and Government Code §66007(g).

OK for Agenda

E. The deferred fees are as follows:

City of Turlock Impact Fees ..... $_____

Total Deferral Amount ..... $_____

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROPERTY AFFECTED

The PROPERTY OWNER holds fee title to the Property Affected and legally described on Exhibit A. The Property consists of one parcel/dwelling for which development impact fees have been deferred and which parcel/dwelling is encumbered by the outstanding fee balance indicated above until the parcel is released upon payment to the City (the "Property Affected").

2. RECORDATION

This Agreement shall be recorded in the office of the Stanislaus County Recorder and, from the date of recordation, pursuant to Government Code §66007(c)(2), shall constitute a lien for payment of the fees or charges set forth herein which shall be enforceable against successors in interest to the PROPERTY OWNER or lessee at the time of issuance of the building permit. This contract shall be recorded in the Grantor-Grantee Index in the name of the City of Turlock as Grantee and in the name of the PROPERTY OWNER as Grantor.

3. LIEN CREATED

In addition to the statutory lien created by paragraph 2, the PROPERTY OWNER hereby expressly grants to City a lien against the Property Affected. Said lien is intended to guarantee the payment in full, plus accrued interest, processing fees, and the cost of collection, if applicable, of the deferred development impact fees. Cost for recording said lien shall be paid for by PROPERTY OWNER.

4. TERM OF PAYMENT

The outstanding fee/lien balance, allocated to each parcel/dwelling listed above, shall be due and payable to City at close of escrow of each parcel/dwelling listed above, notwithstanding Turlock Municipal Code §§8-11-07 and 8-11-08 and pursuant to Government Code §66007(g).

5. OPENING OF ESCROW

The PROPERTY OWNER and any and all assignees or transferees as set forth in Paragraph 11, shall provide written escrow instructions to the escrow holder that the escrow holder shall provide 10 days' written notification to the City of Turlock, Development Services Building and Safety Division, subsequent to the opening of any escrow for the sale of the property for which a building permit was issued for the Property Affected and to provide in the escrow instructions that the fee or charge to be paid to the City imposing the same from the sale proceeds in escrow prior to disbursing proceeds to the seller.

6. INTEREST AND FEES

No interest or processing fee shall apply if the deferred impact fees are paid in full when they become due. However, should the deferred fees not be paid when due and payable, or should the PROPERTY OWNER be in breach of any provision of this Agreement: (a) interest shall accrue on all unpaid fees from the date of issuance of the initial building permit until the deferred fees and all accrued interest is paid; and (b) an additional One Thousand Dollars ($1,000.00) shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application. If assessed, interest shall be at the annual rate of interest which the City earns on its investment of pooled funds.

7. PRIORITY

The lien created hereunder shall have the same priority as property taxes.

8. RELEASE OF LIEN

Upon full payment of all deferred impact fees and accrued interest pursuant to paragraph 7, if applicable, to City and complete satisfaction of all terms and conditions of this Agreement by the PROPERTY OWNER, the City shall promptly release the lien created hereunder by executing a lien release in substantial form as shown in Exhibit C. Cost for recording said lien release shall be paid for by PROPERTY OWNER. This Agreement shall remain in full force and effect and continue as a lien on the Property Affected until the City of Turlock receives the full amount of the fees, which are the subject of this Agreement.

9. RELEASE OF CLAIMS

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

10. COLLECTION

The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Property Affected and/or civil judgment against the PROPERTY OWNER for breach of this Agreement. As part of the obligation secured hereby and in addition to the amount of the deferred fees stated above, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

11. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. City's written consent will not be unreasonably withheld. Any person or entity seeking assignment or transfer of this Agreement shall execute a written assignment/transfer agreement agreeing to be legally responsible for meeting all of the terms and conditions under this Agreement, and the Resolutions of the City Council adopting standards for fee deferrals. Assignment shall not be effective until the proposed assignee/transferee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the PROPERTY OWNER under this Agreement. Any assignment or transfer not in strict compliance with this provision shall: (a) be null and void; (b) constitute a material breach of this Agreement; (c) cause all impact fees deferred under this Agreement to become due and immediately payable at the time of the attempted assignment or transfer; and (d) cause any and all building permits issued related to the Property to automatically terminate and become null and void.

12. BUILDING PERMIT

PROPERTY OWNER shall ensure that any person or entity, of any kind, applying for a building permit for the Property is advised of this Agreement. The person or firm applying for a building permit for the property shall agree that the building permit is subject to the terms and conditions of this Agreement including, but not limited to, paragraph 12.

13. CONTRACT ADMINISTRATOR

City of Turlock Chief Building Official
156 S. Broadway, Suite 150
Turlock, California 95380-5456
(209) 668-5560

14. GOVERNING LAW

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Stanislaus.

15. WAIVER

In the event that either City or PROPERTY OWNER shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INTEGRATION

This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

17. MODIFICATION AND AMENDMENT

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

20. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

CITY OF TURLOCK, a municipal corporation

By _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM AND LEGALITY:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

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

ATTEST:

By _____
Kellie E. Weaver, City Clerk

PROPERTY OWNER

By _____

Print Name:_____

By _____

Print Name:_____

[the signature(s) above must be notarized below]

Name and Address

_____

_____

_____

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

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT A

All that certain parcel(s) of land situated in the City of Turlock, County of Stanislaus, State of California, being known and designated as follows:

Parcel One:

Parcel Two:

Parcel Three:

Etc:

EXHIBIT B

IMPACT FEES

City of Turlock

County of Stanislaus

Turlock Unified School District

EXHIBIT C

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 RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

WHEREAS, on _____, _____ ("Grantor") and the City of Turlock ("Grantee"), entered into an agreement Affecting Real Property and Creating a Lien to Secure Payment of Deferred Residential Development Impact Fees (the "Agreement"), which Agreement was recorded as Document No. _____ in the Official Records of Stanislaus County on _____; and,

WHEREAS, Grantor has satisfied the conditions for a release of lien encumbering certain parcels under said Agreement.

NOW, THEREFORE, the Grantee hereby releases all of its right, title, and interest to the lien in the real property described in Exhibit "A" attached hereto.

CITY OF TURLOCK, a municipal corporation

_____
MICHAEL G. PITCOCK, P.E.
CITY ENGINEER

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT A
to
NOTICE OF RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

LEGAL DESCRIPTION

NOTE TO STAFF: NOT ALL PARCELS MAY BE SUBJECT TO RELEASE.
RELEASE ONLY PARCELS THAT HAVE PAID THE DEFERRED IMPACT FEES.
PLEASE SPECIFY WHICH PARCEL IS TO BE RELEASED

ATTACHMENT B

ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____

_____

_____

Attn:_____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT RELATIVE TO THE AGREEMENT FOR THE PAYMENT OF RESIDENTIAL DEVELOPMENT IMPACT FEES PURSUANT TO GOVERNMENT CODE 66007 PARCEL NO. _____

THIS ASSIGNMENT, TRANSFER AND ASSUMPTION AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 20__, by and between _____, a _____ (hereinafter "Property Owner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2015, the City of Turlock and Property Owner entered into that certain agreement entitled "Agreement between the City of Turlock and _____ for the Payment of Residential Development Impact Fees Pursuant to Government Code §66007 for Parcel No. _____" (hereinafter the "Fee Deferral Agreement"). Pursuant to the Fee Deferral Agreement, Property Owner agreed to defer certain fees more particularly described in the Fee Deferral Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Fee Deferral Agreement. The Fee Deferral Agreement was recorded against the Subject Property in the Official Records of Stanislaus County on _____, 2015 [Instrument No. _____].

B. Property Owner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel __, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Fee Deferral Agreement.

C. Property Owner desires to assign and Assignee desires to assume all of Property Owner's right, title, interest, burdens and obligations under the Fee Deferral Agreement with respect to and as related to the Assigned Parcel.

NOW, THERFORE, Developer and Assignee hereby agree as follows:

OK for Agenda

1. Property Owner hereby assigns, effective as of Property Owner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Property Owner under the Fee Deferral Agreement with respect to the Assigned Parcel. Property Owner retains all the rights, title, interest, burdens and obligations under the Fee Deferral Agreement with respect to all other property within the Subject Property owned by Property Owner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Property Owner under the Fee Deferral Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Property Owner under the Fee Deferral Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Property Owner as the "Property Owner" under the Fee Deferral Agreement with respect to the Assigned Parcel. Assignee acknowledges and agrees that the assumption of Property Owner's rights and obligations under the Fee Deferral Agreement includes, without limitation, the waiver by Assignee under Section 9 of the Fee Deferral Agreement of all claims against the City.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3. Notification to the City of Turlock is required by the Fee Deferral Agreement. Property Owner shall provide notice, prior to the transfer, to:

City of Turlock
_____ Division
156 South Broadway
Turlock, California 95380

4. No assignment shall be permitted if there are any outstanding payment obligations to the City by the Property Owner until such delinquency is satisfied.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	**ASSIGNEE:**
_____	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

CITY OF TURLOCK

FEES TO BE DEFERRED

1. Street Light Fee
2. Sewer Trunk Line Construction Fee
3. Sewer Capital Expansion Fee
4. Sewer Frontage Fee
5. Water Grid Fee
6. Water Frontage Fee
7. Water Meter
8. Master Storm Drainage Fee
9. Cap. Fac. Fee Road
10. Cap. Fac. Fee P.D.
11. Cap. Fac. Fee General Government
12. Cap. Fac. Fee Fire
13. Cap. Fac. Fee Administration
14. N.W.T.S.P. Fee Sewer
15. N.W.T.S.P. Fee Water
16. N.W.T.S.P. Fee Admin
17. North Area Master Plan Transp. Fee
18. North Area Master Plan Sewer Fee
19. North Area Master Plan Drainage Fee
20. North Area Master Plan Admin Fee
21. NE Trlk Master Plan Transportation Fee
22. NE Trlk Master Plan Sewer Fee

23. NE Trlk Master Plan Drainage Fee
24. NE Trlk Master Plan Water Fee
25. NE Trlk Master Plan Admin Fee
26. E. Tuolumne Master Plan Transp. Fee
27. E. Tuolumne Master Plan Sewer Fee
28. E. Tuolumne Master Plan Drainage Fee
29. E. Tuolumne Master Plan Water Fee
30. E. Tuolumne Master Plan Admin. Fee
31. W.I.S.P. Sewer Fee
32. W.I.S.P. Potable Water Fee
33. W.I.S.P. Administration Fee
34. Park Improvement Fee (Neighborhood)
35. Park Improvement Fee (Community)
36. GIS Development Charges

8D

Council Synopsis

June 23, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing renewal of the agreement with SEITY, LLC (herein referred to as SEITY) effective July 1, 2015 through June 30, 2016 to provide a Wellness Program for regular City of Turlock employees and their spouses/domestic partners at a cost not to exceed $67,000

Resolution: Appropriating $2,200 in FYE 2015-16 to account number 511-10-151.47073 "Wellness Program" from Fund 511 "Health Care" reserve balance for a Wellness Program for regular City of Turlock employees and their spouses/domestic partners

2. DISCUSSION OF ISSUE:

The City provides very generous health care benefits to City employees and their dependents. In an effort to continue promoting quality living and healthy lifestyles for employees, in January 2015 the City of Turlock established a wellness program in collaboration with SEITY. Both the medical community and the City of Turlock recognize the positive effects in assisting employees in becoming more cognizant and proactive regarding improving their health and wellness, and how this will have positive long-term health benefit effects for employees, as well as mitigating rising health care costs. The goal of SEITY was to enhance the health, productivity, and life satisfaction of participants and their families and to reduce the economic costs of preventable disease and disability.

The City launched the SEITY Wellness Program in January 2015 for all regular City employees. At that time it was decided the program would be re-evaluated at the end of FY 2014-15, to determine if employees' spouses/domestic partners would be eligible to participate in the program. The 2015 City of Turlock, SEITY Executive Summary for the period January 1, 2015 through June 5, 2015 is a summary of information and participation of our employees during the last six months (see Attachment A).

Our goal beginning July 1, 2015 will be to work in collaboration with the SEITY Team to begin an outreach campaign to reach employees and their spouses/domestic partners.

The wellness program contains the following components for employees and spouses/domestic partners:

1. Bi-Annual Online Whole Health Assessments
2. Annual Biometric Screening
3. Quarterly SEITY Health Challenges
4. Monthly SEITY Articles
5. Weekly SEITY Sync

After completing the online wellness assessment, participants will have personal access to a confidential, Whole Health Assessment report. The employer will not receive, or have access to, individual employee health data to protect the confidentiality of the participating employee.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Appropriate an additional $2,200 in FYE 2015-16 to account number 511-10-151.47073 (Wellness Program) from Fund 511 "Health Care" reserve balance for the proposed Wellness Program. It is anticipated the total for 2015-16 will not exceed $67,000 and $64, 800 is already included in the 2015-16 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. **ENVIRONMENTAL DETERMINATION:** N/A

7. ALTERNATIVES:

A. The alternative is to not approve a wellness program.

SEITY EARLY ADOPTER/BETA TEST BUSINESS AGREEMENT

GOALS OF PROGRAM

CITY OF TURLOCK would like to retain SEITY, LLC to employ its SEITY program to promote healthy living in the workplace and at home. The goal is to enhance the health, productivity, and life satisfaction of participants and their families and to reduce the economic costs of preventable disease and disability.

This AGREEMENT is made effective as of July 1, 2015 - July 1, 2016, by and between **SEITY, LLC,** a California Limited Liability Company with a principal mailing address of 1801 Colorado Ave., Suite 120, Turlock, CA 95382 and **CITY OF TURLOCK** with a principle address of 156 S. Broadway, Turlock, Ca 95380 In this Agreement, the party who is contracting to receive services will be referred to as "CLIENT", and the party who will be providing the services will be referred to as "SEITY".

Whereas, SEITY is engaged in the business of assessing health risks for individuals and populations, providing tools and services for a healthy lifestyle, and providing consultation to corporations and individuals to reduce health care costs; and

Whereas, in providing such services SEITY utilizes confidential and proprietary information and materials owned by SEITY including, without limitation, tools, techniques, instructional materials, methodologies, and processes; and

Whereas, SEITY is willing to and desires to perform certain health promotions and consultation services for CLIENT and CLIENT desires to obtain the services of SEITY on the terms and conditions hereinafter provided;

Now, therefore, in consideration of the above, and the mutual covenants, conditions, agreements herein contained, SEITY and CLIENT agree as follows:

1. DESCRIPTION OF SERVICES

CLIENT hereby engages SEITY under the terms and conditions herein contained, and SEITY accepts such engagement, to perform the services set forth and described on the Statement of Work (hereinafter referred to as a "SOW") which is attached hereto as Exhibit "A" and incorporated herein. The parties may agree that SEITY will perform additional services in the future. All such additional services shall be pursuant to a written SOW, which shall be subject to the terms and conditions of the within Agreement and incorporated herein by reference. In the event of any inconsistency between the terms and conditions hereof and the terms of any SOW, the terms and conditions of the SOW shall prevail.

SEITY shall determine in its sole discretion which of its employees and/or subcontractors will provide the services to be provided by SEITY hereunder. CLIENT shall provide SEITY and its employees, agents, and contractors, with access to the facilities, personnel, resources, information and materials of CLIENT, and shall cooperate with SEITY as is necessary to enable SEITY to provide the service to be provided hereunder. SEITY shall not be liable for delays in the delivery of its services due to the failure of CLIENT to provide such access or cooperation.

All additional requests for services issued by CLIENT to SEITY following the date hereof shall be governed by and shall be deemed to include the terms and conditions hereof. In the event of any inconsistency between the terms and conditions hereof and the terms of any purchase order, change order, or other document issued by CLIENT to SEITY the terms and conditions hereof shall prevail. Any deviating terms shall only become binding if accepted expressly and in writing by SEITY.

2. COMPENSATION

CLIENT shall pay to SEITY and SEITY shall accept from CLIENT, as compensation for the services to be provided by SEITY hereunder, such compensation as is set forth on Exhibit "B" attached hereto and incorporated herein. The compensation to be paid by CLIENT to SEITY for any additional services to be provided by SEITY to CLIENT shall be as provided in the SOW therefore. All compensation and other amounts due and payable hereunder, shall be paid to SEITY at its offices in United States currency. All payments are nonrefundable. All compensation, and other amounts due and payable hereunder, not paid when due and payable shall bear interest at the rate of one and one-half percent (1 ½ %) per month.

3. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement acknowledge and agree that CLIENT'S relationship created hereby is that of independent contractor. Neither party is, and shall not be deemed for any reason to be, an agent or employee of the other party. CLIENT is only interested in the results obtained by SEITY hereunder. The manner and means of the services to be provided by SEITY hereunder are under the sole control of SEITY. It is expressly acknowledged and understood that SEITY and its employees and sub-contractors may provide similar services for others.

4. OWNERSHIP

It is understood and acknowledged that SEITY has developed and is the owner of certain intellectual and proprietary property. As used herein, the term "SEITY's intellectual and proprietary property" shall mean the proprietary tools, techniques, methodologies, processes, trade secrets, trademarks, trade names, copyrights and software used by SEITY in connection with its provision of services hereunder, and all enhancements, improvements, derivations, modifications, and other products utilizing or incorporating SEITY's intellectual and proprietary property in whole or in part. All right, title, and interest in and to SEITY's intellectual and proprietary property, and all copies of all or any part thereof, are and remain with SEITY. CLIENT shall make no attempt to obtain any right, title and interest in and to the SEITY's intellectual and proprietary property. SEITY reserves the right to apply in its own name for the registration of any patents, trademarks, and/or copyrights in and to SEITY's intellectual and proprietary property, or its component parts, and shall retain full right, title, and interest in and to any such patents, trademarks, or copyrights. All right, title and interest in and to the trade name, SEITY, remain with SEITY.

CLIENT shall not copy, reproduce, remanufacture, re-engineer, modify, improve or disassemble SEITY's intellectual and proprietary property in whole or in part or incorporate SEITY's intellectual and proprietary property, in whole or in part, into any other product or service.

It is understood and acknowledged that except as otherwise specifically provided herein all forms, videos, lectures, challenges and other content created by SEITY in connection with the services to be provided by SEITY hereunder shall belong to and be owned by SEITY and CLIENT shall acquire no right, interest, and title in and to such forms and other content. In no event shall CLIENT use data collected and other content for any other purpose including, without limitation, the sale or distribution of such data and other content to third parties or to provide services to third parties except to the extent otherwise specifically provided in the within Agreement or a Statement of Work. SEITY may terminate this Agreement at any time upon written notice if CLIENT fails to comply with any of the terms and conditions of this Agreement. Notwithstanding the foregoing, CLIENT may use the data described in this paragraph for the purpose of dealing with its collective bargaining units.

THE USE OF THE CONTENT CREATED BY SEITY IN CONNECTION WITH THE SERVICES TO BE PROVIDED BY SEITY HEREUNDER EXCEPT AS EXPRESSLY PERMITTED HEREUNDER IS STRICTLY PROHIBITED AND SHALL CONSTITUTE AN INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS OF SEITY AND MAY SUBJECT THE INFRINGER TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

5. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of this Agreement and shall continue until the completion of SEITY services as provided in Exhibit "A" attached hereto and in any additional SOW unless sooner terminated as herein provided. In the event of any material breach of, or default under, this Agreement by either party, the other party may terminate this Agreement upon written notice, which notice shall specify the nature of such breach and/or default. If such party does not cure the breach and/or default within thirty (30) business days of the date of its receipt of such written notice, this Agreement shall terminate as of the date of the written notice. Either party may terminate this Agreement for any reason upon thirty (30) days notice to the other party. Upon termination, SEITY shall be entitled to compensation for all services rendered and expenses incurred as of the effective date of termination. Upon the expiration of the initial Agreement Period, the term of this Agreement will automatically renew for a period of 12 months and each successive 12-month period thereafter unless terminated pursuant to the following sentence: "Either party hereto may terminate this Agreement by giving the other party written notice at least 90 days prior to the date of expiration of the initial Agreement Period, or extension thereof."

6. CONFIDENTIALITY

A. As used herein, the term "Disclosing Party" shall mean a party whose Information is disclosed to the other party, the term "Recipient" shall mean a party to whom Information has been disclosed and the term "Information" shall mean any information whether oral, written, or contained on any other media, that is not already lawfully available to the public, including, but not limited to, information relating to a Disclosing Party's and/or Customer's products, programs, designs, inventions, developments, specifications, technical data, engineering data, processes, methods, research, business operations, marketing plans, customer lists, potential customer lists, contacts lists, pricing methods, personnel data, employee lists, consultants lists, independent contractors lists, sales representative lists, and organizational data. It shall not include information known publicly or to a Recipient, information rightfully disclosed to a Recipient by a third-party who is lawfully in possession of such information and is not in violation of any contractual obligation, and information developed by a Recipient without breach of this Agreement.

B. A Recipient shall hold all Information in the utmost confidence and shall not communicate or divulge Individual participant data in any manner whatsoever to any person, firm, corporation, or other entity, or use for its own benefit or the benefit of any person, firm, corporation, or other entity any of such Information except to the extent specifically authorized herein. A Recipient shall take all steps whatsoever necessary to protect the confidential and proprietary nature of all such Information. A Recipient has, or shall, enter into written agreements with each of its employees, contractors, agents, and representatives to whom a Recipient shall provide the Information as is sufficient and necessary for the Recipient to comply with the provisions of this Agreement. A Recipient shall maintain a written record of each such party to whom the Recipient has provided the Information. The Recipient shall provide a copy of such written record to the Disclosing Party upon written request. The Recipient shall immediately notify the Disclosing Party in writing upon discovery of any unauthorized use or disclosure of the Information and shall cooperate with the Disclosing Party in every reasonable and necessary way

to assist the Disclosing Party in regaining all tangible material containing such Information and in preventing any further unauthorized use or disclosure of such Information. The Disclosing Party shall have a right, upon reasonable written notice, to inspect the premises and records of the Recipient to determine the Recipient's compliance with the terms of this Agreement.

C. If at any time Information in the possession of a Recipient is subpoenaed or a demand for its production is made by any other form of legal process by any court, administrative or legislative body, or any other person or entity purporting to have authority to subpoena or demand such Information, the Recipient will not produce such Information without first giving written notice of the subpoena or demand (including delivery of a copy thereof) to the Disclosing Party within a reasonable time prior to the time when production of the Information is requested by the subpoena or demand. In any event, the Recipient shall request the person or entity propounding the subpoena or demand to give the Disclosing Party a reasonable time to object to such production. In the event that the protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Recipient shall use reasonable efforts to furnish only the portion of such Information that it reasonably believes it is legally required.

D. The Disclosing Party shall retain title to all tangible forms of the Information which has been or shall be provided to a Recipient. The Recipient shall return to the Disclosing Party all such tangible materials and copies thereof upon request of the Disclosing Party. A Recipient shall not copy, reproduce, remanufacture, re-engineer, modify, improve or disassemble, in whole or in part, the Information without the express written authorization of the Disclosing Party. A Recipient shall not remove any proprietary, copyright, trademark, trade secret or other legend from any form of the Information. A Recipient shall, upon written request of the Disclosing Party, add to the Information any proprietary, copyright, trademark, trade secret or other legend or modify the same which the Disclosing Party deems necessary to protect its intellectual property rights and the confidential and proprietary nature of the Information.

E. It is acknowledged and agreed that the restrictions and agreements contained in the within section are reasonable and necessary to protect a Disclosing Party's interests and its rights in and title to the Information and that any violation by a Recipient of the terms of the within section shall result in irreparable harm to the Disclosing Party. In the event of a Recipient's violation of any of the terms of the within Agreement, the Disclosing Party shall be entitled to injunctive relief in addition to all other rights and remedies to which it may be entitled. It is further acknowledged and agreed that damages for a Recipient's violation would be difficult to ascertain and that in any proceeding brought by or on behalf of the Disclosing Party for injunctive relief, the Recipient shall not assert as a defense that there is an adequate remedy at law.

F. Each party's obligations under this section shall survive the termination of this Agreement regardless of the manner or cause of termination and shall be binding upon each party's heirs, successors, and assigns.

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATIONS ON SEITY LIABILITY

CLIENT UNDERSTANDS THAT UNDER NO CIRCUMSTANCES SHALL THE SEITY PROGRAM SUPERSEDE THE EXPERIENCED, CLINICAL JUDGEMENT OF THE PARTICIPANT'S TREATING HEALTH PROFESSIONAL. THE SEITY PROGRAM IS NOT INTENDED TO CONSTITUTE, SUBSTITUTE, REPLACE, OR CIRCUMVENT PROPER MEDICAL DIAGNOSIS, PROGNOSIS, OR TREATMENT.

8. WAIVER OF SET-OFFS

CLIENT waives any existing and future claims and offsets against the compensation due hereunder, and agrees to pay such compensation regardless of any offset or claim that may be asserted by CLIENT or on CLIENT's behalf.

9. NON-SOLICITATION

Neither party shall, during the term hereof, and for a period of two (2) years following the termination of this Agreement, directly or indirectly solicit, attempt to hire, or hire any employee or independent contractor of the other party or any person or entity who during the term hereof was an employee or an independent contractor of the other party without the express written consent of the other party. It is acknowledged and agreed that the restrictions and agreements contained herein are reasonable and necessary to protect each party's interests and that any violation by either party of the terms of the within this section shall result in irreparable harm to the other party. In the event of either party's violation of any of the terms of the within paragraph, the other party shall be entitled to injunctive relief in addition to all other rights and remedies to which it may be entitled. It is further acknowledged and agreed that damages for either party's violation of the within paragraph would be difficult to ascertain and that in any proceeding brought by or on behalf of the other party for injunctive relief, the party that committed a solicitation shall not assert as a defense that there is an adequate remedy at law. The parties' obligations under the within section shall survive the termination of this Agreement regardless of the manner or cause of such termination and shall be binding upon their heirs or successors.

10. MISCELLANEOUS

A. This Agreement shall be governed by and construed in accordance with California law as a sealed instrument. Each party hereto hereby consents to the personal jurisdiction and subject matter jurisdiction of any of the courts in the State of California, whether federal or state, for any purpose or matter pertaining directly or indirectly to this Agreement or any matter arising from or in connection with the performance of this Agreement. Each party agrees that any action or proceeding commenced for any purpose or matter pertaining directly or indirectly to this Agreement or any matter arising from or in connection with the performance of this Agreement shall be commenced and maintained only in a court in the state of California.

B. No waiver, amendment, or modification of this Agreement shall be valid unless contained in a writing executed by both parties hereto.

C. Except to the extent otherwise specifically provided to the contrary herein, all notices and other communications required or authorized under this Agreement shall be given in writing either by personal delivery or electronic delivery or by registered or certified mail addressed to the respective party at the address provided at the beginning of this Agreement or at such other address as a party may designate in writing to the other party.

D. The remedies reserved in this Agreement shall be cumulative and in addition to any other remedies provided in law or equity.

E. Neither party shall have a right to assign this Agreement, in whole or in part, without the express written consent of the other party.

F. Any failure by a party to enforce any provision of this Agreement or of any order shall not constitute a waiver of the provisions or prejudice the right of such party to enforce the provision at any subsequent time.

G. Headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

H. If any provision of this Agreement or of any order is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

I. All provisions hereof which by their nature survive termination of this Agreement shall survive the termination of the within Agreement regardless of the cause or manner of such termination.

J. This Agreement shall be binding upon and inure to the benefit of each party's heirs, successors, and assigns.

11. LIABILITY INSURANCE

SEITY at its sole cost and expense shall procure and maintain insurance for the duration of this Agreement against claims or injuries to SEITY participants. SEITY shall provide Professional Liability Insurance Covering Errors and Omissions that shall maintain the following;

Claim Limit:	$1,000,000
Aggregate Limit:	$3,000,000

In witness whereof, the parties have placed their signatures.

SEITY, LLC

By: _____ Date: _____
Title: _____

CITY OF TURLOCK

By: _____ Date: _____
Title: _____

Exhibit "A" – Statement of Work (SOW)

I. **Bi-Annual Online Whole Health Assessments and Annual Biometric Screening for all Participating Employees**
   a. Participating employees will be able to create an account and have access to the new wellness program, which includes an online Whole Health Assessment.
   b. Participating employees will also have access to new program features and enhancements as they become available throughout contract year.
   c. By participating in the online program, users must provide a valid email address and agree to receive regular electronic (email, text, etc.) program communications.
   d. If CLIENT purchases the onsite biometric screening for the Whole Health Assessment, this will be offered at CLIENT'S worksite(s) or other site(s) agreed to in writing by both parties.
   e. The CLIENT's participants have the option of self-entry of biometric data obtainable from their healthcare provider.
   f. Make-up biometric screening nights may also be offered at ROMEO MEDICAL CLINIC'S Family Medicine Clinic at 1801 Colorado Ave., Suite 120/130, Turlock, CA 95382 for convenience of CLIENT.
   g. Whole Health Assessment includes annual testing of the following: BMI, waist circumference, cholesterol screening, glucose screening, blood pressure measurement, and online questionnaire.
   h. After completing the online wellness assessment, participants will have personal access to a confidential, Whole Health Assessment report.
   i. CLIENT will not receive, or have access to, individual employee health data to protect confidentiality of participating employee.
   j. Whole Health Assessment is compliant with Genetic Information Nondiscrimination Act (GINA II) which requires family history data collection as optional for the participant and individual participant health or genetic information is not conveyed to CLIENT. An individual employee is eligible to receive participation incentives regardless of whether or not family history section of health risk assessment is completed.

II. **Quarterly Seity Health Challenges**
   a. Provided by SEITY.
   b. Two to Four Health Challenges will be 1-4 weeks in length. Videos may or may not accompany the Health Challenges.
   c. Wellness videos delivered electronically (via e-mail, web link or other means).
   d. Order and content of Health Challenges and Wellness Videos will be determined by SEITY and will add depth and reinforcement to content from Whole Health Assessment.
   e. Health challenges may be team or individual based, and are competitions designed to promote elements of a healthy lifestyle.

III. **Monthly Seity Articles**
   a. Articles will be produced and delivered electronically (via e-mail, web link or other means).
   b. Participants must provide valid email address and agree to receive electronic communications directly from SEITY.
   c. Content will highlight relevant health and wellness issues for CLIENT.
   d. Individual Seity participants or groups highlighted in the article will be done only with the individual or groups' explicit permission.

e. Quizzes, coinciding with each article and delivered electronically (via e-mail, web link or other means), may be included in monthly SEITY article to track participant understanding and participation.

IV. **Weekly "SEITY Sync!"**

a. Simple and engaging calls to action, delivered to participants electronically (via e-mail, text, web-link, Twitter, Facebook or other means) every week.

Exhibit "B" – Compensation

I. The CLIENT shall pay to SEITY for the services to be rendered by SEITY to the CLIENT for all eligible participants and spouses/significant others, at a rate of **$12 PMPM** (twelve dollars per eligible member per month) or $144 per eligible member per year. CLIENT will notify and compensate SEITY when additional employees and are added and become eligible for participation.

II. The current agreement includes a maximum 270 eligible employees, 192 eligible spouses.

III. CLIENT agrees to compensate SEITY: **$12 PMPM** for a total of $66,528

IV. Payment schedule will be determined by CLIENT and SEITY and paid prior to service rendered.

In witness whereof, the parties have placed their signatures.

SEITY, LLC

By: _____ Date: _____
Title: _____

CITY OR TURLOCK

By: _____ Date: _____
Title: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $2,200 IN FYE 2015-16 TO ACCOUNT NUMBER 511-10-151.47073 "WELLNESS PROGRAM" FROM FUND 511 "HEALTH CARE" RESERVE BALANCE FOR A WELLNESS PROGRAM FOR REGULAR CITY OF TURLOCK EMPLOYEES AND THEIR SPOUSES/DOMESTIC PARTNERS	}	**RESOLUTION NO. 2015-**

WHEREAS, the City entered into an agreement with SEITY, LLC (herein referred to as SEITY) effective January 1, 2015 for the remainder of FY 2014-15 to provide a Wellness Program for regular City of Turlock employees; and

WHEREAS, the City is seeking approval to renew this agreement for the period July 1, 2015 through June 30, 2016, with the addition of employees spouses/domestic partners to participate in the Wellness Program; and

WHEREAS, for goal of SEITY is to continue to bring families together and enhance the health, productivity, and life satisfaction of participants and their families and to reduce the economic costs of preventable disease and disability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $2,200 in FYE 2015-16 to account number 511-10-151.47073 "Wellness Program" from Fund 511 "Health Care" reserve balance for a Wellness Program for regular City of Turlock employees and their spouses/domestic partners.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8E

Council Synopsis

June 23, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Option 1
Resolution: Rescinding Resolution No. 2008-139 and adopting a new City of Turlock Military Leave Policy for employees involuntarily called to active duty as a result of the nation's war on terrorism

Option 2
Resolution: Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism

2. DISCUSSION OF ISSUE:

In 2001, the Council adopted a resolution to deal with the treatment of salary and benefit continuation for reservists called to active duty after September 11, 2001.

In July 2004 the Council updated the Military Leave Policy to limit salary and benefit continuation to six months. Resolution No. 2004-135 updated the policy for reservist employees who are involuntarily called to active duty. The change provided for eligible reservist employees who are involuntarily called to active duty for a period longer than three (3) months to be provided with: 1) health, vision, dental, life and retirement benefits; and 2) payment of the salary difference between the sum of their military pay and their regular base pay from the City of Turlock for a period of six (6) months. The policy provided assistance to our reservist employees and recognized a need to utilize available position funds to hire part time replacements or cover overtime costs.

In June 2008 the Council again updated the Military Leave Policy through Resolution No. 2008-139. Included in that Resolution was the future need to extend or terminate this policy concurrently with the adoption of each fiscal year budget.

Resolution No. 2008-139 limited eligible employees to "those serving as of July 1, 2003," thus limiting the employees eligible to receive the benefits identified in the policy. An employee who is called to active duty who started their military service after July 1, 2003, would not be eligible to participate. Staff recommends reconsidering this date restriction.

3. BASIS FOR RECOMMENDATION:

Resolution No. 2008-138 requires the City Council to extend or terminate this policy concurrently with the adoption of each fiscal year budget. As noted under "Discussion of Issue," staff recommends a change to the current policy, eliminating the date restriction.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – utilizes budgeted monies from employee's position.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Council may modify the existing Military Leave Policy.

2. Council may deny the extension of the current Military Leave Policy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2008-139 AND ADOPTING A NEW CITY OF TURLOCK MILITARY LEAVE POLICY FOR EMPLOYEES INVOLUNTARILY CALLED TO ACTIVE DUTY AS A RESULT OF THE NATION'S WAR ON TERRORISM	}	**RESOLUTION NO. 2015-**

WHEREAS, the Turlock City Council established a Military Leave Policy to assist those City employees involuntarily called to active duty during the War on Terrorism; and

WHEREAS, City employees may serve in the United States armed forces reserves; and

WHEREAS, the involuntary call to active duty may require many sacrifices on the part of a reservist, including physical separation and reduction in pay or benefits for the employee and their family; and

WHEREAS, within the means of the City, and on behalf of our citizens, the City Council wishes to assist our reservist employees in addressing the detrimental economic effects of their service to our country during this time of crisis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2008-139 and adopt a new City of Turlock Military Leave Policy for employees involuntarily called to active duty as a result of the nation's war on terrorism.

1. Eligible employees are those serving ~~as of July 1, 2003~~ in the California National Guard or any branch of the United States armed forces reserves.

2. Eligible reservist employees who are involuntarily called to active duty for a period longer than three (3) months shall be provided the following for up to six months:

   (a) continuation of the following benefits: health, vision, dental, life and retirement; and

   (b) the payment of salary difference between the sum of their military pay and their regular City base pay.

3. The City Council shall review the future need to extend or terminate this policy concurrently with their adoption of each fiscal year budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING THE CITY OF TURLOCK'S MILITARY LEAVE POLICY PER RESOLUTION NO. 2008-139 FOR EMPLOYEES INVOLUNTARILY CALLED TO ACTIVE DUTY AS A RESULT OF THE NATION'S WAR ON TERRORISM	}	**RESOLUTION NO. 2015-**

WHEREAS, the Turlock City Council established a Military Leave Policy to assist those City employees involuntarily called to active duty during the War on Terrorism; and

WHEREAS, City employees may serve in the United States armed forces reserves; and

WHEREAS, the involuntary call to active duty may require many sacrifices on the part of a reservist, including physical separation and reduction in pay or benefits for the employee and their family; and

WHEREAS, within the means of the City, and on behalf of our citizens, the City Council wishes to assist our reservist employees in addressing the detrimental economic effects of their service to our country during this time of crisis; and

WHEREAS, in June 2008 Council adopted Resolution No. 2008-139 which included the future need to extend or terminate this policy concurrently with their adoption of each fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby extend the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism.

1. Eligible employees are those serving as of July 1, 2003 in the California National Guard or any branch of the United States armed forces reserves.

2. Eligible reservist employees who are involuntarily called to active duty for a period longer than three (3) months shall be provided the following for up to six months:

   (a) continuation of the following benefits: health, vision, dental, life and retirement; and

   (b) the payment of salary difference between the sum of their military pay and their regular City base pay.

3. The City Council shall review the future need to extend or terminate this policy concurrently with their adoption of each fiscal year budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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