City Council Agenda

JULY 14, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

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

City Manager
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*: Parks and Recreation Month, July 2015, accepted by Allison Van Guilder and Erik Schulze
B. *Appointment*: Community Grant Ad Hoc Sub Committee

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Capital Projects and Building Activity *(Pitcock)*
2. Water Conservation Update *(Cooke)*
3. Website Design Update *(Amirfar/Grossman)*

C. PUBLIC PARTICIPATION

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

C. DISCLOSURE OF 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.

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 6/4/15 in the amount of $1,063,957.29; Demands of 6/11/15 in the amount of $833,014.60; Demands of 6/18/15 in the amount of $1,213,169.30

B. *Motion*: Accepting Minutes of Regular Meeting of June 23, 2015; Minutes of Special Meeting of June 23, 2015

C. 1. *Motion*: Accepting notification of Contract Change Order No. 3 (Final) in the amount of $24,640.08 (Fund 305) for City Project No. 13-49, "Dianne Drive Realignment," bringing the contract total to $876,815.14
   2. *Motion*: Accepting improvements for City Project No. 13-49, "Dianne Drive Realignment," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Approving Amendment No. 1 to the agreement with the Shalleck Collaborative, Inc., for City Project No. 14-26A, "RFP Council Chamber Improvements"

E. 1. *Motion*: Making the determination that City Project No.14-67, "Slurry Seals 2015," is exempt from the provisions of CEQA in accordance with Section 15301

2. *Motion*: Awarding bid and approving an agreement in the amount of $560,007 (Fund 246) with Sierra Nevada Construction, of Sparks, Nevada, for City Project No. 14-67, "Slurry Seals 2015"

F. 1. *Motion*: Approving a reimbursement agreement between HCC Properties LTD (Hilmar Cheese) and the City of Turlock in an amount not to exceed $424,905 for construction of water line improvements identified in the Turlock Regional Industrial Park Master Plan and storm line improvements identified in the Storm Water Master Plan
2. *Resolution*: Appropriating $163,483 to account number 308-40-458.43272 "Reimburse Developers" from the Turlock Regional Industrial Park Water Reserve and $261,423 to account number 411-51-536.43272 "Reimburse Developers" from the Storm Water Master Plan Reserve for reimbursement of water line and storm line improvements constructed by HCC Properties LTD (Hilmar Cheese) as identified in the Turlock Regional Industrial Master Plan and Storm Water Master Plan

G. *Resolution*: Authorizing the closure of Bonita Avenue, between East Main Street and East Olive Avenue, for a Day Camp event hosted by Jessica's House, on Thursday, July 23, 2015, from 8:00 a.m. to 3:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

H. *Motion*: Affirming the City Manager's action of having signed and submitted a Notice of Termination (NOT) for the Turlock Municipal Airport's Industrial Storm Water General Permit (Industrial General Permit)

I. *Motion*: Requesting to postpone the Proposition 218 Public Hearing date scheduled for July 28, 2015 for the consideration of increasing solid waste user fees

J. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study for the City of Turlock, in an amount not to exceed $145,937, from Fund 420-52-530.43320 "Special Services/Projects"

K. *Resolution*: Affirming the City Manager's action of having signed and submitted a letter of authorization to the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) for Fiscal Year 2015/16 and authorizing the Mayor or the City Manager to sign all future letters of support

L. 1. *Motion*: Approving the service agreement with Clark Pest Control for pigeon and bird control abatement, cleanup, removal and prevention services for the City of Turlock Corporation Yard, for a period of twelve (12) months, in an amount not to exceed $47,039
2. *Resolution*: Appropriating $47,000 to Fund 420-52-550.43150 "Pest Control" and Fund 410-51-531.43150 "Pest Control" to be funded by the reserve balances from Fund 420 Water Enterprise and Fund 410 Water Quality Control for pigeon and bird control abatement, cleanup, removal and prevention services

M. *Motion*: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes

N. *Motion*: Approving an agreement with New World Systems to modify the standard Purchase Order form to create a second page for terms and conditions

O. *Resolution*: Supporting the designation of Highway 132 as the John Muir Highway

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

Q. *Motion*: Rejecting Claim for Damages filed by Robin Manzano

R. *Motion*: Rejecting Claim for Damages filed by Jasmin Simpson

S. *Resolution*: Evidencing the City of Turlock's intent to provide 2,000 acre-feet per year of Recycled Water (also known as "baseline water") to the Turlock Irrigation District subject to the terms and conditions of a Water Sales Agreement acceptable to Turlock Irrigation District and the Stanislaus Regional Water Authority

6. FINAL READINGS

A. ***Recommended Action*:**
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)] as introduced at the June 23, 2015 meeting

B. ***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 as introduced at the June 23, 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 for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair. (*Van Guilder*)

Recommended Action:
Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

B. Request to confirm diagrams, assessments and reports and levying assessments for Fiscal Year 2015-16 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock. *(Pitcock)*

Recommended Action:
Resolution: Confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2015-16 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock

8. SCHEDULED MATTERS

A. Request to rescind City Contract No. 14-082 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares and approve City Contract No. 15-077 with Stott Outdoor Advertising of Chico, California, for said service. *(Pitcock)*

Recommended Action:
Motion: Rescinding City Contract No. 14-082 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares
Motion: Approving City Contract No. 15-077 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares

B. Request to authorize the relocation of the War Memorial Cannon to Central Park

Recommended Action:
Resolution: Authorizing the relocation of the War Memorial Cannon to Central Park

C. Request to approve funding of two (2) police service dogs and associated costs, not to exceed $104,000 for the first year of operation, with an ongoing annual cost of $28,000 for each additional year of operation which will be absorbed into future general fund budgets, and appropriating said first year funds to expenditure account numbers in Fund 116. *(Jackson)*

Recommended Action:
Resolution: Approving funding of two (2) police service dogs and associated costs, not to exceed $104,000 for the first year of operation, with an ongoing annual cost of $28,000 for each additional year of operation which will be absorbed into future general fund budgets, and appropriating said first year funds to expenditure account numbers in Fund 116, which is a special revenue fund utilizing Prop 172 funds as detailed in Exhibit A

D. Request to authorize an exception to the 180-day wait period pursuant to California Government Code Sections 7522.56 and 21224 and the interim appointment of retired City employee Betty Gonzalez to assist with the City of Turlock Purchasing function. *(Jacobs-Hunter)*

***Recommended Action*:**
Resolution: Authorizing an exception to the 180-day wait period pursuant to California Government Code Sections 7522.56 and 21224 and the interim appointment of retired City employee Betty Gonzalez to assist with the City of Turlock Purchasing function

E. Request to authorize approval to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium of $59,991. *(Jacobs-Hunter)*

***Recommended Action*:**
Resolution: Authorizing approval to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium of $59,991

F. Request to authorize approval to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518. *(Jacobs-Hunter)*

Recommended Action:
Resolution: Authorizing approval to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518

G. Request to authorize approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433. *(Jacobs-Hunter)*

Recommended Action:
Resolution: Authorizing approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433

H. Request to authorize approval to enter into a contract with Travelers Property Casualty Insurance Company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750. *(Jacobs-Hunter)*

Recommended Action:
Resolution: Authorizing approval to enter into a contract with Travelers Property Casualty Insurance Company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750

I. Request to authorize the issuance of Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015 and the execution and delivery of certain related documents and taking certain related actions. *(Lorenzi)*

Recommended Action:
Resolution: Authorizing the issuance of Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015 and the execution and delivery of certain related documents and taking certain related actions

J. Request to adopt Tax-Advantaged Bonds Post-Issuance Compliance Procedures. *(Lorenzi)*

Recommended Action:
Resolution: Adopting Tax-Advantaged Bonds Post-Issuance Compliance Procedures

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 – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4) "*For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."*
Potential Cases: (1 case)

12. ADJOURNMENT

2A

IN HONOR OF

PARKS & RECREATION MONTH

Parks Make Life Better!SM

July 2015

WHEREAS, parks and recreation makes lives and communities better now and in the future; and

WHEREAS, 98% of California households indicated they visited a local park at least once in the past year; most often visiting a park with family and friends; and

WHEREAS, parks provide access to the serenity and the inspiration of nature and safe indoor and outdoor spaces to play and exercise; and

WHEREAS, parks preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, recreation fosters human development, providing positive alternatives for children and youth during non-school hours to reduce crime and mischief thereby helping children and youth develop and grow into healthy and productive adults; and

WHEREAS, parks and recreation offer places, spaces and programs that facilitate social connections, human development, therapy, the arts, and lifelong learning; and

WHEREAS, parks and recreation strengthens community image, sense of place and increases cultural unity; and

WHEREAS, parks and recreation provides opportunities for directed and self-directed activities which encourage healthy movement; and

WHEREAS, the City of Turlock urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock do hereby proclaim the month of July, 2015 as **"PARKS & RECREATION MONTH"** and acknowledge that ***Parks Make Life Better!***, and in so doing, urge all citizens to use and enjoy our parks and recreational opportunities.

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 14th 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 6/4/15 IN THE AMOUNT OF $1,063,957.29; DEMANDS OF 6/11/15 IN THE AMOUNT OF $833,014.60; DEMANDS OF 6/18/15 IN THE AMOUNT OF $1,213,169.30	**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:
6/4/15	$1,063,957.29
6/11/15	$833,014.60
6/18/15	$1,213,169.30

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:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 5/29/2015 - To Payment Date: 6/4/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102480	05/29/2015	Open			Licensing Refund	TINDELL, STEPHANIE	$80.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$80.00			
102481	06/03/2015	Open			Accounts Payable	STEWART TITLE OF CA INC	$120,729.06		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$120,729.06			
102482	06/03/2015	Open			Accounts Payable	STEWART TITLE OF CA INC	$1,000.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$1,000.00			
102483	06/04/2015	Open			Utility Management Refund	AGUILAR, MARIA, REFUGIO	$84.15		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$84.15			
102484	06/04/2015	Open			Utility Management Refund	BREEN, CHARLES, J	$151.75		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$151.75			
102485	06/04/2015	Open			Utility Management Refund	CAMPANUR, KRISTIN	$94.73		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$94.73			
102486	06/04/2015	Open			Utility Management Refund	CHAVEZ, JOSE, M	$127.41		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$127.41			
102487	06/04/2015	Open			Utility Management Refund	CURRY, INGRID	$108.82		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$108.82			
102488	06/04/2015	Open			Utility Management Refund	ESCOBAR, ANTONIO, PEREIRA	$203.21		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$203.21			
102489	06/04/2015	Open			Utility Management Refund	HIDALGO, CLARISSA, L	$92.30		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$92.30			
102490	06/04/2015	Open			Utility Management Refund	KERR, MIKE	$143.77		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$143.77			
102491	06/04/2015	Open			Utility Management Refund	LANDLORDS PROPERTY MANAGEMENT	$55.01		

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Payment Register

From Payment Date: 5/29/2015 - To Payment Date: 6/4/2015

	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$55.01
102492	06/04/2015	Open		Utility Management Refund	MATEL PROPERTY MANAGEMENT	$93.06
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$93.06
102493	06/04/2015	Open		Utility Management Refund	ROOFING SUPPLY GROUP	$147.94
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$147.94
102494	06/04/2015	Open		Utility Management Refund	SEQUIOA PROPERTY MANAGEMENT	$95.08
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$95.08
102495	06/04/2015	Open		Utility Management Refund	THOMPSON, SPENCER	$170.60
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$170.60
102496	06/04/2015	Open		Utility Management Refund	VIERRA, VERONICA	$56.82
	Paying Fund		Cash Account			Amount
	420 - WATER		420.11000 (Cash)			$56.82
102497	06/04/2015	Open		Utility Management Refund	WEBB, JACQUELINE , ANNE	$73.01
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$19.36
	420 - WATER		420.11000 (Cash)			$53.65
102498	06/04/2015	Open		Accounts Payable	A & A PORTABLES INC	$172.29
	Paying Fund		Cash Account			Amount
	301 - Capital Improvements		301.11000 (Cash)			$172.29
102499	06/04/2015	Open		Accounts Payable	AIRGAS NCN	$718.65
	Paying Fund		Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$718.65
102500	06/04/2015	Open		Accounts Payable	AMERICA'S AUTO GLASS	$180.10
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$180.10
102501	06/04/2015	Open		Accounts Payable	AMERICAN MESSAGING	$28.98
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$28.98
102502	06/04/2015	Open		Accounts Payable	AMERICAN MESSAGING	$26.79
	Paying Fund		Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			$26.79
102503	06/04/2015	Open		Accounts Payable	AMERINATN'L COMM SERVICE	$82.00
	Paying Fund		Cash Account			Amount
	255 - CDBG		255.11000 (Cash)			$82.00
102504	06/04/2015	Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$280.00

Payment Register

From Payment Date: 5/29/2015 - To Payment Date: 6/4/2015

	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$280.00
102505	06/04/2015 Open		Accounts Payable	AT&T / CALNET 2	$182.47
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$121.53
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$30.47
	420 - WATER	420.11000 (Cash)			$30.47
102506	06/04/2015 Open		Accounts Payable	AT&T MOBILITY	$3,376.68
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,555.88
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$463.10
	501 - Information Technology	501.11000 (Cash)			$316.20
	502 - Engineering	502.11000 (Cash)			$41.50
102507	06/04/2015 Open		Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	$1,100.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,100.00
102508	06/04/2015 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$1,603.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,337.40
	205 - Sports Facilities	205.11000 (Cash)			$265.60
102509	06/04/2015 Open		Accounts Payable	BILSON'S SPORT SHOP INC	$10,026.64
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$10,026.64
102510	06/04/2015 Open		Accounts Payable	CA BLDG STANDARDS COMMS	$2,590.00
	Paying Fund	Cash Account			Amount
	405 - Building	405.11000 (Cash)			$2,590.00
102511	06/04/2015 Open		Accounts Payable	CA STATE UNIVERSITY STAN	$1,061.00
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$1,061.00
102512	06/04/2015 Open		Accounts Payable	CALIF DEPT OF TRANS	$1,410.01
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,410.01
102513	06/04/2015 Open		Accounts Payable	CDW LLC	$24,844.69
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,844.69
	242 - Computer Replacement	242.11000 (Cash)			$22,000.00
102514	06/04/2015 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$1,138.51
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,138.51
102515	06/04/2015 Open		Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	$3,814.46
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$3,814.46

Payment Register

From Payment Date: 5/29/2015 - To Payment Date: 6/4/2015

102516	06/04/2015	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$2,359.99
	Paying Fund		Cash Account	Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)	$2,359.99	
102517	06/04/2015	Open	Accounts Payable	CITY OF MODESTO	$78,527.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$73,698.00	
	420 - WATER		420.11000 (Cash)	$4,829.00	
102518	06/04/2015	Open	Accounts Payable	CITY OF TURLOCK - CASH	$206.85
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$141.15	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$65.70	
102519	06/04/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$478,422.44
	Paying Fund		Cash Account	Amount	
	511 - Health Care		511.11000 (Cash)	$478,422.44	
102520	06/04/2015	Open	Accounts Payable	CONDOR EARTH TECH INC	$337.50
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$337.50	
102521	06/04/2015	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$292.16
	Paying Fund		Cash Account	Amount	
	205 - Sports Facilities		205.11000 (Cash)	$93.76	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$198.40	
102522	06/04/2015	Open	Accounts Payable	CRESCENT SURPLUS INC	$1,531.19
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,531.19	
102523	06/04/2015	Open	Accounts Payable	DEL PUERTO WATER DISTRICT	$67,792.55
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$67,792.55	
102524	06/04/2015	Open	Accounts Payable	DEPT OF CONSERVATION	$13,048.98
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$13,735.77	
	405 - Building		405.11000 (Cash)	($686.79)	
102525	06/04/2015	Open	Accounts Payable	DF ENGINEERING INC	$1,385.00
	Paying Fund		Cash Account	Amount	
	411 - Storm Drainage Construction		411.11000 (Cash)	$1,385.00	
102526	06/04/2015	Open	Accounts Payable	DISABILITY RES AGENCY	$140.00
	Paying Fund		Cash Account	Amount	
	255 - CDBG		255.11000 (Cash)	$140.00	
102527	06/04/2015	Open	Accounts Payable	DON'S MOBILE GLASS INC	$407.65
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$407.65	
102528	06/04/2015	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS	$2,435.50
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,435.50	

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102529	06/04/2015	Open	Accounts Payable	EQUIFAX	$18.76
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$18.76
102530	06/04/2015	Open	Accounts Payable	ERLER & KALINOWSKI INC	$12,926.87
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$12,926.87
102531	06/04/2015	Open	Accounts Payable	FASTENAL COMPANY INC	$430.92
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$15.69
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$415.23
102532	06/04/2015	Open	Accounts Payable	FINANCIAL CREDIT NETWORK	$494.26
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$164.91
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$182.50
	420 - WATER		420.11000 (Cash)		$146.85
102533	06/04/2015	Open	Accounts Payable	FIRST TRANSIT INC	$47,916.65
	Paying Fund		Cash Account		Amount
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$15,572.95
	426 - Transit - Fixed Route		426.11000 (Cash)		$32,343.70
102534	06/04/2015	Open	Accounts Payable	FISHER SCIENTIFIC PRO INC	$12,239.75
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$12,239.75
102535	06/04/2015	Open	Accounts Payable	GARTON TRACTOR INC	$1,102.41
	Paying Fund		Cash Account		Amount
	205 - Sports Facilities		205.11000 (Cash)		$968.63
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$133.78
102536	06/04/2015	Open	Accounts Payable	GCR TIRES & SERVICE	$1,164.81
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$706.34
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$458.47
102537	06/04/2015	Open	Accounts Payable	GEOANALYTICAL LAB INC	$18,574.29
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$14,649.44
	420 - WATER		420.11000 (Cash)		$3,924.85
102538	06/04/2015	Open	Accounts Payable	GRAINGER INC, W W	$1,248.93
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$79.25
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,040.61
	420 - WATER		420.11000 (Cash)		$112.07
	505 - Fleet		505.11000 (Cash)		$17.00
102539	06/04/2015	Open	Accounts Payable	GROENIGER & COMPANY	$3,631.05
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,054.51

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	420 - WATER	420.11000 (Cash)			$2,576.54
102540	06/04/2015 Open		Accounts Payable	HILMAR LUMBER INC	$210.08
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$210.08
102541	06/04/2015 Open		Accounts Payable	HUB INT'L OF CA INS SVC	$722.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$722.86
102542	06/04/2015 Open		Accounts Payable	INDEPENDENT ELECTRIC INC	$1,432.05
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$1,432.05
102543	06/04/2015 Open		Accounts Payable	INTERSTATE SALES INC	$177.92
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$177.92
102544	06/04/2015 Open		Accounts Payable	JCS PROPERTIES LLC	$1,495.34
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,495.34
102545	06/04/2015 Open		Accounts Payable	JOHNSON CONTROLS INC	$1,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,000.00
102546	06/04/2015 Open		Accounts Payable	LEHIGH HANSON INC	$254.47
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$254.47
102547	06/04/2015 Open		Accounts Payable	MADRUGA BROS ENT INC	$318.50
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$252.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$49.00
	420 - WATER	420.11000 (Cash)			$10.50
	502 - Engineering	502.11000 (Cash)			$7.00
102548	06/04/2015 Open		Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$291.97
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$291.97
102549	06/04/2015 Open		Accounts Payable	MAZE & ASSOCIATES	$5,150.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$5,150.00
102550	06/04/2015 Open		Accounts Payable	MIRACLE RECREATION EQUIP	$4,272.16
	Paying Fund	Cash Account			Amount
	228 - Park Development Tax	228.11000 (Cash)			$4,272.16
102551	06/04/2015 Open		Accounts Payable	MULBERRY MOBILE PARK	$216.68
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$216.68
102552	06/04/2015 Open		Accounts Payable	NAPA AUTO PARTS	$136.40
	Paying Fund	Cash Account			Amount
	205 - Sports Facilities	205.11000 (Cash)			$20.41

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	246 - Landscape Assessment	246.11000 (Cash)		$90.48	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$25.51	
102553	06/04/2015 Open	Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC		$137.49
	Paying Fund	Cash Account		Amount	
	426 - Transit - Fixed Route	426.11000 (Cash)		$137.49	
102554	06/04/2015 Open	Accounts Payable	NEXT LEVEL PARTS INC		$92.79
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$41.24	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$51.55	
102555	06/04/2015 Open	Accounts Payable	NIXON EGLI EQUIPMENT CO		$10,360.01
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,179.99	
	420 - WATER	420.11000 (Cash)		$5,180.02	
102556	06/04/2015 Open	Accounts Payable	P G & E		$8.11
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$8.11	
102557	06/04/2015 Open	Accounts Payable	PACE SUPPLY CORPORATION		$45.99
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$45.99	
102558	06/04/2015 Open	Accounts Payable	PACIFIC STORAGE COMPANY		$11.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$11.00	
102559	06/04/2015 Open	Accounts Payable	PAUL'S PAINT COMPANY		$744.29
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$744.29	
102560	06/04/2015 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		$9,624.83
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,606.90	
	205 - Sports Facilities	205.11000 (Cash)		$298.09	
	246 - Landscape Assessment	246.11000 (Cash)		$4,019.35	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,700.49	
102561	06/04/2015 Open	Accounts Payable	POSM SOFT LLC		$3,500.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,500.00	
102562	06/04/2015 Open	Accounts Payable	PROCLEAN SUPPLY		$156.21
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$156.21	
102563	06/04/2015 Open	Accounts Payable	SEEGER'S PRINTING INC		$619.92
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$619.92	
102564	06/04/2015 Open	Accounts Payable	SHELL FLEET PLUS		$542.55
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$489.46	

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	501 - Information Technology	501.11000 (Cash)			$53.09
102565	06/04/2015 Open		Accounts Payable	SIEMENS INDUSTRY INC	$15,800.49
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$15,800.49
102566	06/04/2015 Open		Accounts Payable	SPECIAL SERVICES GROUP LLC	$6,683.48
	Paying Fund	Cash Account			Amount
	266 - Police Services Grants	266.11000 (Cash)			$6,683.48
102567	06/04/2015 Open		Accounts Payable	SPRINT	$982.76
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$282.54
	205 - Sports Facilities	205.11000 (Cash)			$64.90
	217 - Streets - Gas Tax	217.11000 (Cash)			$142.83
	246 - Landscape Assessment	246.11000 (Cash)			$62.62
	270 - Recreation Grants	270.11000 (Cash)			$38.51
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$214.77
	420 - WATER	420.11000 (Cash)			$132.89
	505 - Fleet	505.11000 (Cash)			$43.70
102568	06/04/2015 Open		Accounts Payable	STANISLAUS CO SUPERIOR CT	$25.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$25.00
102569	06/04/2015 Open		Accounts Payable	STATE WATER RESOURCE CTNL	$90.00
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$90.00
102570	06/04/2015 Open		Accounts Payable	SWRCB ACCOUNTING OFFICE	$3,462.40
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$3,462.40
102571	06/04/2015 Open		Accounts Payable	T I D	$52,781.79
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$15,818.33
	205 - Sports Facilities	205.11000 (Cash)			$3,209.09
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,654.61
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,354.52
	420 - WATER	420.11000 (Cash)			$27,286.96
	426 - Transit - Fixed Route	426.11000 (Cash)			$315.86
	505 - Fleet	505.11000 (Cash)			$2,142.42
102572	06/04/2015 Open		Accounts Payable	TASER INTERNATIONAL	$1,485.73
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,485.73
102573	06/04/2015 Open		Accounts Payable	TG HYDRAULICS	$269.04
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$269.04
102574	06/04/2015 Open		Accounts Payable	TID	$227.80
	Paying Fund	Cash Account			Amount

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$227.80	
102575	06/04/2015 Open		Accounts Payable	TURF STAR		$479.70
	Paying Fund	Cash Account			Amount	
	205 - Sports Facilities	205.11000 (Cash)			$479.70	
102576	06/04/2015 Open		Accounts Payable	TURLOCK JOURNAL		$51.50
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$51.50	
102577	06/04/2015 Open		Accounts Payable	UNITED RESOURCE SYSTEMS INC		$100.45
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$29.19	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$39.49	
	420 - WATER	420.11000 (Cash)			$31.77	
102578	06/04/2015 Open		Accounts Payable	US BANK		$4,195.00
	Paying Fund	Cash Account			Amount	
	621 - Successor Agency - Non LMI	621.11000 (Cash)			$4,195.00	
102579	06/04/2015 Open		Accounts Payable	UTILITY TELEPHONE, INC.		$538.08
	Paying Fund	Cash Account			Amount	
	501 - Information Technology	501.11000 (Cash)			$538.08	
102580	06/04/2015 Open		Accounts Payable	V & V MFG INC		$1,172.02
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,172.02	
102581	06/04/2015 Open		Accounts Payable	VIRTUAL PROJECT MANAGER LLC		$500.00
	Paying Fund	Cash Account			Amount	
	502 - Engineering	502.11000 (Cash)			$500.00	
102582	06/04/2015 Open		Accounts Payable	WALKER ASSOC INC, LARRY		$4,883.19
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,883.19	
102583	06/04/2015 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH		$3,040.30
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$3,040.30	
102584	06/04/2015 Open		Accounts Payable	WESTFORK ESTATES		$481.02
	Paying Fund	Cash Account			Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)			$481.02	
102585	06/04/2015 Open		Accounts Payable	WGR SOUTHWEST, INC		$460.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$460.00	
102586	06/04/2015 Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC		$177.94
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$177.94	
102587	06/04/2015 Open		Accounts Payable	BAY FIRE PROTECTION		$600.68
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$9,019.44	
	420 - WATER	420.11000 (Cash)			($8,418.76)	

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102588	06/04/2015	Open	Accounts Payable	CHAVEZ, RON		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102589	06/04/2015	Open	Accounts Payable	DOLLERHIDE, CORRIE		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102590	06/04/2015	Open	Accounts Payable	FLORES, VICTOR		$100.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$100.00	
102591	06/04/2015	Open	Accounts Payable	Gonzalez, Gabriel		$56.60
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$56.60	
102592	06/04/2015	Open	Accounts Payable	LOPEZ, EFREN		$44.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$44.00	
102593	06/04/2015	Open	Accounts Payable	Lynch, James		$9.20
	Paying Fund		Cash Account		Amount	
	257 - State HOME Funds		257.11000 (Cash)		$9.20	
102594	06/04/2015	Open	Accounts Payable	MAUPIN, BRITTNEY		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102595	06/04/2015	Open	Accounts Payable	MEDEL, FILIBERTO		$150.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$150.00	
102596	06/04/2015	Open	Accounts Payable	MUSTOE, SCOTT & DIANA		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102597	06/04/2015	Open	Accounts Payable	PADILLA , KRISTIE		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102598	06/04/2015	Open	Accounts Payable	PITCOCK, MIKE		$700.00
	Paying Fund		Cash Account		Amount	
	502 - Engineering		502.11000 (Cash)		$700.00	
102599	06/04/2015	Open	Accounts Payable	RENNER, SYLVIA		$18.00
	Paying Fund		Cash Account		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
102600	06/04/2015	Open	Accounts Payable	TINDELL, STEPHANIE		$1.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$0.05	
	301 - Capital Improvements		301.11000 (Cash)		$0.95	
Type Check Totals:			121 Transactions			$1,063,957.29

AP - Accounts Payable Totals

City of Turlock

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Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	121	$1,063,957.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	121	$1,063,957.29	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	121	$1,063,957.29	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	121	$1,063,957.29	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**121**	**$1,063,957.29**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**121**	**$1,063,957.29**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**121**	**$1,063,957.29**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**121**	**$1,063,957.29**	**$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									
102601	06/05/2015	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	$137,546.47		
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$137,546.47			
102602	06/05/2015	Open			Accounts Payable	FARIA, JAMIE	$142.00		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$142.00			
102603	06/05/2015	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$439.13			
102604	06/11/2015	Open			Accounts Payable	A & A PORTABLES INC	$676.85		
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		$676.85			
102605	06/11/2015	Open			Accounts Payable	ABS DIRECT INC	$4,708.35		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$4,708.35			
102606	06/11/2015	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	$190.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$190.00			
102607	06/11/2015	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	$643.15		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$643.15			
102608	06/11/2015	Open			Accounts Payable	AT&T / CALNET 2	$5,938.01		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,853.31			
	205 - Sports Facilities			205.11000 (Cash)		$40.96			
	255 - CDBG			255.11000 (Cash)		$69.26			
	405 - Building			405.11000 (Cash)		$67.96			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$392.18			
	420 - WATER			420.11000 (Cash)		$225.67			
	426 - Transit - Fixed Route			426.11000 (Cash)		$67.97			
	501 - Information Technology			501.11000 (Cash)		$88.78			
	502 - Engineering			502.11000 (Cash)		$28.34			
	505 - Fleet			505.11000 (Cash)		$103.58			
102609	06/11/2015	Open			Accounts Payable	AT&T/SBC	$67.69		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$67.69			
102610	06/11/2015	Open			Accounts Payable	BENDER ROSENTHAL, INC.	$6,000.00		
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		$6,000.00			

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102611	06/11/2015	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	$752.14
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$752.14
102612	06/11/2015	Open	Accounts Payable	CHAMPION INDUSTRIAL	$321.34
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$164.00
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$157.34
102613	06/11/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS	$118.01
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$75.84
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$21.08
	420 - WATER		420.11000 (Cash)		$21.09
102614	06/11/2015	Open	Accounts Payable	COLLICUTT ENERGY SERVICES INC	$7,958.58
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$7,958.58
102615	06/11/2015	Open	Accounts Payable	COSTCO	$1,486.36
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$167.92
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$42.45
	270 - Recreation Grants		270.11000 (Cash)		$930.17
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$345.82
102616	06/11/2015	Open	Accounts Payable	DF ENGINEERING INC	$8,680.00
	Paying Fund		Cash Account		Amount
	306 - North Turlock Master Plan		306.11000 (Cash)		$5,780.00
	413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		$2,900.00
102617	06/11/2015	Open	Accounts Payable	ECONOMIC & PLANNING INC	$4,690.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$750.00
	305 - Capital Facility Fees		305.11000 (Cash)		$3,940.00
102618	06/11/2015	Open	Accounts Payable	EQUIFAX	$62.99
	Paying Fund		Cash Account		Amount
	255 - CDBG		255.11000 (Cash)		$62.99
102619	06/11/2015	Open	Accounts Payable	FBD VANGUARD CONSTRUCTION INC	$54,190.14
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$54,190.14
102620	06/11/2015	Open	Accounts Payable	FIRST TRANSIT INC	$46,155.89
	Paying Fund		Cash Account		Amount
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$15,392.06
	426 - Transit - Fixed Route		426.11000 (Cash)		$30,763.83
102621	06/11/2015	Open	Accounts Payable	GOMES PROPANE	$173.01
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$173.01

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102622	06/11/2015	Open	Accounts Payable	HD SUPPLY WATERWORKS LTD	$586.86
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$586.86
102623	06/11/2015	Open	Accounts Payable	HILMAR READY MIX	$45.74
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$45.74
102624	06/11/2015	Open	Accounts Payable	KEY SEAL PRODUCTS INC	$871.06
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$871.06
102625	06/11/2015	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$804.85
	405 - Building		405.11000 (Cash)		$19.36
	505 - Fleet		505.11000 (Cash)		$19.37
102626	06/11/2015	Open	Accounts Payable	LEHIGH HANSON INC	$880.36
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$841.48
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$38.88
102627	06/11/2015	Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$50.00
102628	06/11/2015	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,060.76
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$855.57
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$102.59
	420 - WATER		420.11000 (Cash)		$102.60
102629	06/11/2015	Open	Accounts Payable	NEXT LEVEL PARTS INC	$148.26
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$46.67
	205 - Sports Facilities		205.11000 (Cash)		$88.83
	217 - Streets - Gas Tax		217.11000 (Cash)		$12.76
102630	06/11/2015	Open	Accounts Payable	NORMAC INC	$12,180.76
	Paying Fund		Cash Account		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$8,526.54
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,654.22
102631	06/11/2015	Open	Accounts Payable	OMNI-MEANS INC	$19,054.00
	Paying Fund		Cash Account		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$19,054.00
102632	06/11/2015	Open	Accounts Payable	P G & E	$35.52
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$35.52
102633	06/11/2015	Open	Accounts Payable	PIRES, LIPOMI & NAVARRO	$8,830.80

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	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$8,830.80
102634	06/11/2015 Open		Accounts Payable	QUAD KNOPF INC	$946.68
	Paying Fund	Cash Account			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$946.68
102635	06/11/2015 Open		Accounts Payable	RANDIK PAPER CO	$954.69
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$954.69
102636	06/11/2015 Open		Accounts Payable	ROBIC REFRIGERATION INC	$155.86
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$155.86
102637	06/11/2015 Open		Accounts Payable	SAN DIEGO POLICE EQUIP	$2,593.94
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,593.94
102638	06/11/2015 Open		Accounts Payable	SEEGER'S PRINTING INC	$828.71
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$828.71
102639	06/11/2015 Open		Accounts Payable	SIGNS YOUR WAY	$2,187.69
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,187.69
102640	06/11/2015 Open		Accounts Payable	SMITH CHEVROLET CADILLAC	$100.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$100.00
102641	06/11/2015 Open		Accounts Payable	SOUTHWEST SCHOOL &	$3,017.17
	Paying Fund	Cash Account			Amount
	270 - Recreation Grants	270.11000 (Cash)			$3,017.17
102642	06/11/2015 Open		Accounts Payable	SUNGARD PUBLIC SECTOR INC	$1,042.54
	Paying Fund	Cash Account			Amount
	116 - Special Public Safety	116.11000 (Cash)			$1,042.54
102643	06/11/2015 Open		Accounts Payable	T I D	$41,425.74
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,781.92
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,486.70
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,982.92
	420 - WATER	420.11000 (Cash)			$33,174.20
102644	06/11/2015 Open		Accounts Payable	TARGET SPECIALTY PROD INC	$17,629.42
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,000.04
	205 - Sports Facilities	205.11000 (Cash)			$899.94
	217 - Streets - Gas Tax	217.11000 (Cash)			$4,000.01
	225 - Transportation Tax	225.11000 (Cash)			$1,999.93
	246 - Landscape Assessment	246.11000 (Cash)			$2,400.07

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,829.38
	426 - Transit - Fixed Route	426.11000 (Cash)			$500.05
102645	06/11/2015 Open		Accounts Payable	TREES, INC.	$1,288.00
	Paying Fund	Cash Account			Amount
	205 - Sports Facilities	205.11000 (Cash)			$1,288.00
102646	06/11/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$400,000.00
102647	06/11/2015 Open		Accounts Payable	TURLOCK UMPIRE GROUP	$10,160.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$10,160.00
102648	06/11/2015 Open		Accounts Payable	UNIVAR USA INC	$7,737.39
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$7,737.39
102649	06/11/2015 Open		Accounts Payable	VINE & SONS INC, ER	$3,015.88
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$665.09
	217 - Streets - Gas Tax	217.11000 (Cash)			$152.48
	246 - Landscape Assessment	246.11000 (Cash)			$70.90
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$158.40
	420 - WATER	420.11000 (Cash)			$52.20
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$80.59
	426 - Transit - Fixed Route	426.11000 (Cash)			$1,836.22
102650	06/11/2015 Open		Accounts Payable	WEST STEEL & PLASTIC	$230.78
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$116.91
	246 - Landscape Assessment	246.11000 (Cash)			$113.87
102651	06/11/2015 Open		Accounts Payable	YOUNG, DAVE, E	$6,546.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$6,546.10
102652	06/11/2015 Open		Accounts Payable	BERNAL, MICHAEL	$629.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$629.00
102653	06/11/2015 Open		Accounts Payable	CAL COATING ASPHALT INC.	$2,730.20
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,730.20
102654	06/11/2015 Open		Accounts Payable	DEHART, BILL	$212.94
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$212.94
102655	06/11/2015 Open		Accounts Payable	FORSYTHE, KEVIN	$367.74
	Paying Fund	Cash Account			Amount
	265 - Fire Department Grants	265.11000 (Cash)			$367.74
102656	06/11/2015 Open		Accounts Payable	GOLDEN RULE CREATIONS	$459.00

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	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$459.00	
102657	06/11/2015 Open		Accounts Payable	GONZALEZ, GABRIEL		$321.55
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$321.55	
102658	06/11/2015 Open		Accounts Payable	INSURECAL INSURANCE		$1,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,000.00	
102659	06/11/2015 Open		Accounts Payable	JACOB, MATTHEW		$212.94
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$212.94	
102660	06/11/2015 Open		Accounts Payable	MOUW, LARRY		$370.87
	Paying Fund	Cash Account			Amount	
	265 - Fire Department Grants	265.11000 (Cash)			$370.87	
102661	06/11/2015 Open		Accounts Payable	OAKBARREL ICE AND CREAMERY		$1,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,000.00	
102662	06/11/2015 Open		Accounts Payable	SILVEIRA, JAMES		$70.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$70.00	
102663	06/11/2015 Open		Accounts Payable	SOISETH, GARY		$231.96
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$231.96	
102664	06/11/2015 Open		Accounts Payable	YOSEMITE CHAPTER OF ICC		$20.00
	Paying Fund	Cash Account			Amount	
	405 - Building	405.11000 (Cash)			$20.00	
Type Check Totals:			64 Transactions			$833,014.60

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	$833,014.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	64	$833,014.60	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	$833,014.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	64	$833,014.60	$0.00

Grand Totals:

City of Turlock

Payment Register

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Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	$833,014.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	64	$833,014.60	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	$833,014.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	64	$833,014.60	$0.00

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102665	06/12/2015	Open			Utility Management Refund	BUENROSTRO, IRENE, CLAUDIA	$155.65		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$155.65		
102666	06/12/2015	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	$85.36		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$85.36		
102667	06/12/2015	Open			Utility Management Refund	LUMBLEY, DEBRA	$13.72		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$13.72		
102668	06/12/2015	Open			Utility Management Refund	PERRY, HARRY	$85.48		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$85.48		
102669	06/16/2015	Open			Utility Management Refund	CURVES	$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7.42		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$27.85		
	420 - WATER			420.11000 (Cash)			$114.73		
102670	06/16/2015	Open			Utility Management Refund	ESQUIVEL, RAUL	$15.15		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$15.15		
102671	06/16/2015	Open			Utility Management Refund	KORAL, KENNETH	$92.91		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$92.91		
102672	06/16/2015	Open			Utility Management Refund	MCROY WILBUR COMMUNITY	$23.21		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$23.21		
102673	06/18/2015	Open			Accounts Payable	A & A PORTABLES INC	$122.81		
	Paying Fund			Cash Account			Amount		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			$122.81		
102674	06/18/2015	Open			Accounts Payable	AFLAC	$5,488.79		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$5,488.79		
102675	06/18/2015	Open			Accounts Payable	AFLAC GROUP INSURANCE	$2,679.99		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,679.99		

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102676	06/18/2015	Open	Accounts Payable	AIRGAS NCN	$310.29
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$310.29
102677	06/18/2015	Open	Accounts Payable	ALFRED MATTHEWS COLLISION	$769.44
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$769.44
102678	06/18/2015	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$65.09
	Paying Fund		Cash Account		Amount
	502 - Engineering		502.11000 (Cash)		$65.09
102679	06/18/2015	Open	Accounts Payable	AT&T/SBC	$32.33
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$32.33
102680	06/18/2015	Open	Accounts Payable	AVAYA INC	$65.67
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$65.67
102681	06/18/2015	Open	Accounts Payable	BALSWICK'S TIRE SHOP INC	$471.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$471.00
102682	06/18/2015	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)		$55.00
	501 - Information Technology		501.11000 (Cash)		$454.00
102683	06/18/2015	Open	Accounts Payable	CINCINNATI LIFE INS INC	$711.56
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$711.56
102684	06/18/2015	Open	Accounts Payable	CITY OF TURLOCK - CASH	$328.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$283.45
	246 - Landscape Assessment		246.11000 (Cash)		$26.84
	426 - Transit - Fixed Route		426.11000 (Cash)		$6.00
	502 - Engineering		502.11000 (Cash)		$11.71
102685	06/18/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$243,365.21
	Paying Fund		Cash Account		Amount
	511 - Health Care		511.11000 (Cash)		$243,365.21
102686	06/18/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN-	$8,592.86
	Paying Fund		Cash Account		Amount
	511 - Health Care		511.11000 (Cash)		$8,592.86
102687	06/18/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	$2,339.24
	Paying Fund		Cash Account		Amount
	511 - Health Care		511.11000 (Cash)		$2,339.24
102688	06/18/2015	Open	Accounts Payable	COMBINED BENEFITS ADMIN=	$134,863.95
	Paying Fund		Cash Account		Amount

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	511 - Health Care	511.11000 (Cash)			$134,863.95
102689	06/18/2015 Open		Accounts Payable	CONSOLIDATED ELECT DIST	$12,415.62
	Paying Fund	Cash Account			Amount
	301 - Capital Improvements	301.11000 (Cash)			$12,415.62
102690	06/18/2015 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$551.49
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$551.49
102691	06/18/2015 Open		Accounts Payable	CULLIGAN INC	$31.06
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$31.06
102692	06/18/2015 Open		Accounts Payable	CUMMINS PACIFIC LLC	$342.39
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$342.39
102693	06/18/2015 Open		Accounts Payable	ENGEO INC.	$5,417.50
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,417.50
102694	06/18/2015 Open		Accounts Payable	FARIA, JAMIE	$142.00
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$142.00
102695	06/18/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$1,160.39
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,160.39
102696	06/18/2015 Open		Accounts Payable	FINANCIAL CREDIT NETWORK	$467.99
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$344.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$68.16
	420 - WATER	420.11000 (Cash)			$54.84
102697	06/18/2015 Open		Accounts Payable	GARTON TRACTOR INC	$295.85
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$295.85
102698	06/18/2015 Open		Accounts Payable	GRAINGER INC, W W	$1,267.55
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$132.31
	246 - Landscape Assessment	246.11000 (Cash)			$299.20
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$405.39
	426 - Transit - Fixed Route	426.11000 (Cash)			$430.65
102699	06/18/2015 Open		Accounts Payable	HILMAR LUMBER INC	$332.05
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$332.05
102700	06/18/2015 Open		Accounts Payable	HSQ INC	$2,324.70
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,324.70
102701	06/18/2015 Open		Accounts Payable	ING LIFE INSURANCE AND	$26.00

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From Payment Date: 6/12/2015 - To Payment Date: 6/18/2015

	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$26.00
102702	06/18/2015 Open		Accounts Payable	KLEINFELDER INC	$700.00
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$700.00
102703	06/18/2015 Open		Accounts Payable	LANGUAGE LINE SERVICES	$13.57
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$13.57
102704	06/18/2015 Open		Accounts Payable	MODESTO MACHINE WORKS INC	$1,209.71
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,209.71
102705	06/18/2015 Open		Accounts Payable	OMNI-MEANS INC	$1,475.00
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,475.00
102706	06/18/2015 Open		Accounts Payable	P G & E	$1,507.25
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$309.32
	217 - Streets - Gas Tax	217.11000 (Cash)			$8.11
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,164.91
	505 - Fleet	505.11000 (Cash)			$24.91
102707	06/18/2015 Open		Accounts Payable	PAUL'S PAINT COMPANY	$269.71
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$269.71
102708	06/18/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$1,164.74
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$206.10
	246 - Landscape Assessment	246.11000 (Cash)			$779.43
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$179.21
102709	06/18/2015 Open		Accounts Payable	PROJECT SENTINEL INC	$1,188.52
	Paying Fund	Cash Account			Amount
	255 - CDBG	255.11000 (Cash)			$1,188.52
102710	06/18/2015 Open		Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	$8,851.31
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$8,851.31
102711	06/18/2015 Open		Accounts Payable	RAMONT'S TOW SERVICE	$600.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$600.00
102712	06/18/2015 Open		Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	$60.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$60.00
102713	06/18/2015 Open		Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS INC	$26,238.30

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From Payment Date: 6/12/2015 - To Payment Date: 6/18/2015

	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$26,238.30
102714	06/18/2015 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$439.13
102715	06/18/2015 Open		Accounts Payable	SWRCB ACCOUNTING OFFICE	$2,811.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,405.50
	420 - WATER	420.11000 (Cash)			$1,405.50
102716	06/18/2015 Open		Accounts Payable	T I D	$150,923.71
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$8,062.33
	216 - Streets - Local Transportation	216.11000 (Cash)			$22,236.32
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$120,625.06
102717	06/18/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC	$292,012.90
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$292,012.90
102718	06/18/2015 Open		Accounts Payable	TG HYDRAULICS	$207.03
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$207.03
102719	06/18/2015 Open		Accounts Payable	TID	$2,131.12
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,131.12
102720	06/18/2015 Open		Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$5,000.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,500.00
	420 - WATER	420.11000 (Cash)			$2,500.00
102721	06/18/2015 Open		Accounts Payable	TRANSIT CAPITAL SUPPORT	$15,137.00
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$15,137.00
102722	06/18/2015 Open		Accounts Payable	TURF STAR	$434.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$434.10
102723	06/18/2015 Open		Accounts Payable	TURLOCK DOWNTOWN &	$45.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$45.00
102724	06/18/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$200,000.00
102725	06/18/2015 Open		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	$630.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$630.00
102726	06/18/2015 Open		Accounts Payable	UNITED RENTAL INC	$1,478.77

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From Payment Date: 6/12/2015 - To Payment Date: 6/18/2015

	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,478.77	
102727	06/18/2015 Open		Accounts Payable	US BANK-VISA		$58,628.09
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$29,690.50	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$470.52	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$379.18	
	205 - Sports Facilities	205.11000 (Cash)			$3,046.53	
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,451.40	
	246 - Landscape Assessment	246.11000 (Cash)			$1,630.93	
	266 - Police Services Grants	266.11000 (Cash)			$829.96	
	270 - Recreation Grants	270.11000 (Cash)			$2,626.01	
	405 - Building	405.11000 (Cash)			$784.91	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$8,387.33	
	420 - WATER	420.11000 (Cash)			$4,554.68	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$488.51	
	501 - Information Technology	501.11000 (Cash)			$1,863.86	
	502 - Engineering	502.11000 (Cash)			$594.49	
	505 - Fleet	505.11000 (Cash)			$829.28	
102728	06/18/2015 Open		Accounts Payable	VISION SERVICE PLAN CA		$6,276.94
	Paying Fund	Cash Account			Amount	
	511 - Health Care	511.11000 (Cash)			$6,276.94	
102729	06/18/2015 Open		Accounts Payable	WE CARE PROGRAM		$5,625.00
	Paying Fund	Cash Account			Amount	
	255 - CDBG	255.11000 (Cash)			$5,625.00	
102730	06/18/2015 Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC		$551.86
	Paying Fund	Cash Account			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$551.86	
102731	06/18/2015 Open		Accounts Payable	ALVES, DEDE		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
102732	06/18/2015 Open		Accounts Payable	GARCIA , MARCO		$18.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
102733	06/18/2015 Open		Accounts Payable	GUTIERREZ, SUSANA		$57.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$57.00	
102734	06/18/2015 Open		Accounts Payable	MC COY, MARK		$259.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$259.00	
102735	06/18/2015 Open		Accounts Payable	MIRANDA, GABRIEL		$230.25
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$230.25	

Payment Register

From Payment Date: 6/12/2015 - To Payment Date: 6/18/2015

102736	06/18/2015	Open	Accounts Payable	NEVES , BRANDEE	$7.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$7.00
102737	06/18/2015	Open	Accounts Payable	PENNEY , MICHELLE	$30.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$30.00
102738	06/18/2015	Open	Accounts Payable	RICHARDS, KENDRA	$62.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$62.00
102739	06/18/2015	Open	Accounts Payable	SOBREVILLA, ALEJANDRO	$25.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$25.00
102740	06/18/2015	Open	Accounts Payable	STATE OF CALIFORNIA - VEHICLE REGISTRATION COLL	$192.00
	Paying Fund		Cash Account		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$192.00
102741	06/18/2015	Open	Accounts Payable	TOVAR , FAVIOLA	$18.00
	Paying Fund		Cash Account		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00
Type Check Totals:			77 Transactions		$1,213,169.30

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	$1,213,169.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	77	$1,213,169.30	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	$1,213,169.30	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	77	$1,213,169.30	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**77**	**$1,213,169.30**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**77**	**$1,213,169.30**	**$0.00**

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

City of Turlock

Payment Register

From Payment Date: 6/12/2015 - To Payment Date: 6/18/2015

Open	77	$1,213,169.30	$0.00
Reconciled	0	$0.00	$0.00
Voided	0	$0.00	$0.00
Stopped	0	$0.00	$0.00
Total	77	$1,213,169.30	$0.00

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

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:02 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

A. Mayor Soiseth presented a Proclamation to retired employee, City of Turlock, Technical Services Manager Diana Lewis, in recognition of her service to the City. Diana Lewis spoke about her history with the City, highlighting her involvement with the Community Charities Committee, and thanked her coworkers and family for their support throughout her employment.

B. Mayor Soiseth recommended that Councilmember DeHart and Councilmember Bublak be appointed as members of an Ad Hoc Subcommittee for Tree Maintenance/Sidewalk Repair Programs.

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, appointing Councilmember DeHart and Councilmember Bublak as members of an Ad Hoc Subcommittee for Tree Maintenance/Sidewalk Repair Programs. Motion carried 5/0 by the following vote:

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

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

   B. STAFF UPDATES: None

   C. PUBLIC PARTICIPATION:

Adrenna Alkhas, representing the Assyrian Church of the East, spoke regarding their request for Community Grant funding in the amount of $10,000 for the Assyrian Festival and their award amount of $2,000. Ms. Alkhas requested reconsideration of the award amount due to a possible misunderstanding of facts surrounding their request such as the possibility the Commission did not differentiate between the Assyrian Convention and the Assyrian Festival which is open to the public and the Commission's belief this was the first year of the festival.

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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. 2015-120** 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 No. 2015-121** 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 No. 2015-122** 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 No. 2015-123** 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 No. 2015-124** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

M. **Resolution No. 2015-125** 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 No. 2015-126** 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 No. 2015-127** 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. **Ordinance No. 1210-CS,** Amending Turlock Municipal Code Title 4, Chapter 6, Article 1 regarding Residential Permit Parking Zones as Introduced on June 9, 2015 was passed and adopted 5/0 by the following vote:

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

7. PUBLIC HEARINGS

A. Development Services Director Mike Pitcock presented the staff report on the 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.

Council discussion included unit comparisons between Northeast and East Tuolumne Master Plans, sizes of homes, and the rationale used to determine fees.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, 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). Motion carried 5/0 by the following vote:

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

Resolution No. 2015-128 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 was introduced by Councilmember Bublak, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

B. Deputy Director of Development Services/Planning Debbie Whitmore presented the staff report on the 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)].

Steve Brandt of Quad Knopf provided information about the Morgan Ranch Master Plan including land use classifications, land use capacity, roadway circulation, parks and open space, and water and sewer.

Randy Chafin of Quad Knopf provided information about the Environmental Impact Report, including environmental issues that have been fully resolved and the residual environmental impact issues of agricultural resources, air quality and transportation that would require a statement of overriding considerations.

Ms. Whitmore noted citizen input received regarding the project as including concerns over water availability, conversion of agricultural land to urban use, an increase in greenhouse gas emissions, and consistency with the City's General Plan and upcoming Active Transportation Plan.

Mayor Soiseth opened the public hearing.

Joanne Lopes, resident at 822 East Glenwood, spoke against the project for reasons including that her house sits in middle of the land in question, traffic safety concerns, and not being ready to give up her home for the project. Mayor Soiseth asked that staff speak with Ms. Lopes regarding her concerns.

Council discussion included anticipated timelines for the start of development and build-out requirements in other areas of Turlock.

Abel Diaz spoke regarding the poor condition of streets, traffic concerns, the need for a new junior high school rather than an elementary school, and drought concerns in relation to the establishment of new parks.

Additional Council and staff discussion included traffic and roadways, roundabouts, stop signs, and concerns over parks and homes surrounding the proposed arterial.

Marty Inouye of Omni-Means spoke regarding transportation design, including increased capacity and safety associated with roundabouts, traffic forecasts, and specific roadway design including the possibility of introducing a chicane in the arterial design to further slow traffic.

Further discussion included roadway improvements, assessment districts, noise impacts, and air quality concerns.

Tracy Sundee spoke regarding completion of main arterials before development begins, the potential for bonding to ensure this occurs, and concerns over cutting into new roadways.

Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-129** Certifying the Final EIR for the Morgan Ranch Master Plan 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

Resolution No. 2015-130 Adopting the Morgan Ranch Master Plan 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

Resolution No. 2015-131 Amending the Turlock General Plan [GPA 2010-01 (Morgan Ranch Master Plan)] was introduced by Councilmember Nascimento, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, introducing 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)] and setting the final reading for July 14, 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. Development Services Director Mike Pitcock presented the staff report on the 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.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, 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]. Motion carried 5/0 by the following vote:

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

Resolution No. 2015-132 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 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

Resolution No. 2015-133 Establishing and Adopting a Cost Recovery Fee to pay for the cost of preparing the Morgan Ranch Master Plan was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

D. City Manager Roy Wasden presented the staff report on the 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.

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

Action: **Resolution No. 2015-134** 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. was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

E. City Attorney Phaedra Norton presented the staff report on the 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.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, introducing an 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 and setting the final reading for July 14, 2015. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

A. Parks, Recreation & Public Facilities Superintendent Erik Schulze 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.

Mitch Boehs spoke in favor of the item and noted agreement had been reached by all parties regarding concerns that had risen at the June 9, 2015 City Council meeting.

Mayor Soiseth noted a green sheet to the item that contained additional conditions to be applied.

Mayor Soiseth asked for public comment.

Mike Warda requested an additional condition, that business owners be allowed to remove signs from the streets at the conclusion of the race, be added to the conditions identified in the green sheet to this item.

Mayor Soiseth closed public comment.

Action: **Resolution No. 2015-135** 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 was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

B. Parks, Recreation & Public Facilities Superintendent Erik Schulze presented the staff report on the 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.

Council and staff discussion included concerns over the process used in determining which applicants were considered for grant funding by the Parks, Arts & Recreation Commission, critical grant applicant timelines, and establishment of an ad hoc subcommittee at the July 14, 2015 Council meeting which would be tasked with creating criteria for consideration of grant requests, with approval of the recommended criteria at the July 28, 2015 Council meeting, and re-evaluation of qualified grant requests by the Parks, Arts & Recreation Commission in August.

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

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, referring the recommendation for Community Events and Activities Grants Funding back to the Parks, Arts & Recreation Commission for further review. Motion carried 5/0 by the following vote:

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

C. Development Services Director Mike Pitcock presented the staff report on the 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.

Council discussion included consideration given to determining the deferral fee amount and adding agreement execution authority for the Mayor in addition to City Manager.

Mayor Soiseth asked for public comment.

Chris Hawke, residential development representative, spoke in favor of this program and thanked staff for their efforts.

Mayor Soiseth closed public comment.

Action: **Resolution No. 2015-136** 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 or Mayor to execute said agreements was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

D. Human Resources Manager Sarah Eddy presented the staff report on the 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.

Dr. Sam Romeo and Dr. Chris Hawley provided information about the SEITY program including concerns over rising health care costs, whole person wellness, and statistical information specific to City of Turlock employees.

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

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

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

Resolution No. 2015-137 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 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

E. City Manager Roy Wasden presented the staff report on the 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.

Council discussion included extending policy review to two years to coincide with the budget adoption cycle.

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

Action: **Resolution No. 2015-138** 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 was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Mayor Soiseth requested consideration for the establishment of an Ad Hoc Committee to review the criteria for Community Grant applications for consideration by the Parks, Arts & Recreation Commission.

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10. COUNCIL COMMENTS:

Councilmember DeHart thanked Mayor Soiseth for his appointment to chair the Ad Hoc Subcommittee for Tree Maintenance/Sidewalk Repair Programs and asked for input.

Mayor Soiseth recognized the recent birthday of Councilmember Jacob.

Councilmember Bublak recognized the 6-year employment anniversary of City Manager Wasden.

Mayor Soiseth provided a review of topics covered during the recent U.S. Conference of Mayors Summer meeting he attended which included water issues affecting cities across the United States, veterans affairs and ideas he will be bringing forward to contribute to making Turlock the most veteran friendly City in the state, and the importance of city government as presented by former Secretary of State Hillary Clinton.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced Closed Session Item 11A.

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

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:12 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

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DRAFT

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

MINUTES
Special Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

2. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session Item.

Public Employee Performance Evaluation, Cal. Gov't Code §54957(b) (1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the evaluation of performance of a public employee..."
Title: City Manager

Action: No reportable action.

6. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn the meeting at 8:12 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

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5e

Council Synopsis

July 14, 2015

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

Prepared by: Nathan Bray, PE
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 (Final) in the amount of $24,640.08 (Fund 305) for City Project No. 13-49, "Dianne Drive Realignment," bringing the contract total to $876,815.14

Motion: Accepting improvements for City Project No. 13-49, "Dianne Drive Realignment," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 13, 2014, council awarded a contract in the amount of $839,647.00 to Teichert Construction, Inc. of Stockton, California for City Project No. 13-49, "Dianne Drive Realignment."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$839,647.40	May 13, 2014
Change Order No. 1	$1,300.00	October 28, 2014
Change Order No. 2	$11,227.66	May 26, 2015
Change Order No. 3	$24,640.08	July 14, 2015
Adjusted Contract Total	$876,815.14	

Change Order No. 3(Final) consists of the following:

1. Adjustment of Quantities (-$28,028.93)
   The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state the City will adjust the quantities to reflect the actual quantities used. Two of the major adjustments were from the bid items for the TID facilities and paving. Due to the changes and unforeseen conditions described below, the TID facilities changed significantly. In order to accurately determine the payment for constructing

and installing the TID facilities, it was decided to remove the item in their entirety and perform the work at force account (items 2 & 3 below). The other large adjustment was the paving. The amount of material used was less than what as bid; therefore the change in the contract price is a deduction.

2. TID Pressure Manhole ($26,186.80)
   The contract scope called for the installation of pressure manholes on either side of Dianne Drive where the new line was to be installed. However, field conditions and direction from TID changed the scope of work. One manhole was deleted in it's entirety and the other manhole moved location as well as changed dimensions. This change was required to accommodate the shallow irrigation pipe as well as TID venting requirements.

3. TID Irrigation Pipe ($24,605.98)
   Due to existing conditions, the installation of the TID pipe across Dianne Drive needed to be modified. Associated with the changes to the TID pressure manhole, additional pipe needed to be laid and the proposed depth of the pipe changed. Staff directed the contractor to install temporary concrete collars around the pipe connection points to prevent leaking as the contractor was required to install the pipe in two phases due to irrigation schedules.

4. Sand Slurry Over TID Pipe ($1,876.23)
   The contractor was directed to install sand-slurry over the TID irrigation pipe to accommodate the lack of cover from the top of the irrigation pipe to the road surface. This was a requirement that TID placed on the City after the bids were accepted and will preserve the TID pipe as well as Dianne Drive.

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

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are available in the construction project line item number (305-40-440.51270 "Construction Project (#13-49)") for contingencies such as this. The current contract amount of $852,175.06 will be increased in the amount of $24,640.08 bringing the contract total to $876,815.14.

The total cost of the project amounts to $1,326,833.29. The project was funded between Fund 305 ($1,186,271.29) and developer reimbursements ($140,562).

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

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

This change order does not affect the determination that was previously made.

7. ALTERNATIVES:

A. Not approve Change Order No. 3. This option is not recommended by City Staff because the additional work was required by TID for their facilities due to the changes in the field conditions.

CONTRACT CHANGE ORDER

Date issued: 14-Jul-15 **Change Order No.:** 3 (FINAL)
Project Name: Dianne Drive Realignment

Teichert Construction, Inc.
P.O. Box 1118
Stockton, CA 95201-1118

Project No.: 13-49
Contract For: $839,647.40
Contract Award Date: May 13, 2014

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	$811,618.47
Contractor's Bid Amount for Bid Items	---	---	---	$839,647.40
Subtotal of Difference				**($28,028.93)**
1. TID Pressure Manhole	FA	1	$26,186.80	$26,186.80
2. TID Irrigation Pipe	FA	1	$24,605.98	$24,605.98
3. Slurry over TID Pipe	LS	1	$1,876.23	$1,876.23
		Total this CCO=		**$24,640.08**

The original contract sum =	**$839,647.40**
Net change by previous change orders =	**$12,527.66**
The contract amount will increase in the amount of =	**$24,640.08**
The new contract sum including this change order will be =	**$876,815.14**

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

Accepted: _____ **Date:** _____
Contractor

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

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

CITY OF TURLOCK

FINAL QUANTITIES

Dianne Drive Realignment **Project No. 13-49**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization & Demobilization	LS	$40,000.00	1.00	$40,000.00	1.00	$40,000.00	$0.00
2	Construction Project Sign	EA	$500.00	4.00	$2,000.00	4.00	$2,000.00	$0.00
3	Demolition	LS	$2,500.00	1.00	$2,500.00	1.00	$2,500.00	$0.00
4	Clearing and Grubbing	LS	$9,000.00	1.00	$9,000.00	1.00	$9,000.00	$0.00
5	Relocate Monument Sign	LS	$2,500.00	1.00	$2,500.00	1.00	$2,500.00	$0.00
6	Remove and Salvage Street Light	EA	$1,500.00	2.00	$3,000.00	2.00	$3,000.00	$0.00
7	Remove and Relocate Fire Hydrant	LS	$2,000.00	1.00	$2,000.00	1.00	$2,000.00	$0.00
8	Earthwork	LS	$68,000.00	1.00	$68,000.00	1.00	$68,000.00	$0.00
9	Minor Concrete (Vertical Curb)	LF	$25.00	272.00	$6,800.00	272.00	$6,800.00	$0.00
10	Minor Concrete (Curb and Gutter)	LF	$30.00	1501.00	$45,030.00	1,501.00	$45,030.00	$0.00
11	Minor Concrete (Sidewalk)	SF	$4.00	10370.00	$41,480.00	10,370.00	$41,480.00	$0.00
12	Minor Concrete (Driveway)	SF	$11.00	2057.00	$22,627.00	2,057.00	$22,627.00	$0.00
13	Minor Concrete (Median Flat Work)	SF	$8.00	127.00	$1,016.00	127.00	$1,016.00	$0.00
14	Access Ramp	EA	$850.00	4.00	$3,400.00	4.00	$3,400.00	$0.00
15	Aggregate Base	CY	$60.00	873.00	$52,380.00	873.00	$52,380.00	$0.00
16	Hot Mix Asphalt	TON	$63.00	2108.08	$132,809.04	2,200.00	$138,600.00	($5,790.96)
17	Headerboard	LF	$12.00	98.00	$1,176.00	98.00	$1,176.00	$0.00
18	SSMH #1	LS	$5,500.00	1.00	$5,500.00	1.00	$5,500.00	$0.00
19	8" Sanitary Sewer Pipe	LF	$60.00	73.00	$4,380.00	73.00	$4,380.00	$0.00
20	SDMH #1	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
21	SDMH #2	LS	$2,800.00	1.00	$2,800.00	1.00	$2,800.00	$0.00
22	SDMH #3	LS	$3,200.00	1.00	$3,200.00	1.00	$3,200.00	$0.00
23	SDMH #4	LS	$7,500.00	1.00	$7,500.00	1.00	$7,500.00	$0.00
24	SDMH #5	LS	$6,500.00	1.00	$6,500.00	1.00	$6,500.00	$0.00
25	18" Storm Drain Pipe	LF	$60.00	472.00	$28,320.00	472.00	$28,320.00	$0.00
26	Connection to Storm Drain Manhole	LS	$500.00	1.00	$500.00	1.00	$500.00	$0.00
27	Catch Basin (City Standard SD-1)	EA	$1,750.00	3.00	$5,250.00	3.00	$5,250.00	$0.00
28	Catch Basin (City Standard SD-3)	EA	$1,900.00	1.00	$1,900.00	1.00	$1,900.00	$0.00
29	Shoring	LS	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	$0.00
30	2" Domestic Water Service	LS	$3,200.00	1.00	$3,200.00	1.00	$3,200.00	$0.00
31	4" Domestic Water Service	LS	$6,000.00	1.00	$6,000.00	1.00	$6,000.00	$0.00
32	6" Domestic Water Service	LS	$6,500.00	1.00	$6,500.00	1.00	$6,500.00	$0.00

33	Hot Mix Asphalt Dike	LF	$30.00	51.00	$1,530.00	51.00	$1,530.00	$0.00
34	SWPPP	LS	$2,500.00	1.00	$2,500.00	1.00	$2,500.00	$0.00
35	Install Roadside Sign	EA	$260.00	15.00	$3,900.00	10.00	$2,600.00	$1,300.00
36	Traffic Signal System	LS	$232,000.00	1.00	$232,000.00	1.00	$232,000.00	$0.00
37	Detail 10	LF	$0.50	1084.00	$542.00	1,138.00	$569.00	($27.00)
38	Detail 23	LF	$1.15	481.00	$553.15	525.00	$603.75	($50.60)
39	Detail 26	LF	$0.20	850.00	$170.00	967.00	$193.40	($23.40)
40	Detail 27B	LF	$0.50	385.00	$192.50	72.00	$36.00	$156.50
41	Detail 30	LF	$1.12	460.00	$515.20	80.00	$89.60	$425.60
42	Detail 38	LF	$1.22	818.00	$997.96	1,000.00	$1,220.00	($222.04)
43	Detail 38A	LF	$1.12	576.00	$645.12	140.00	$156.80	$488.32
44	Detail 39	LF	$0.65	1706.00	$1,108.90	1,250.00	$812.50	$296.40
45	Detail 39A	LF	$0.60	88.00	$52.80	600.00	$360.00	($307.20)
46	12" White Thermoplastic	LF	$3.05	824.00	$2,513.20	819.00	$2,497.95	$15.25
47	Thermoplastic Pavement Markings	SF	$4.60	766.00	$3,523.60	839.00	$3,859.40	($335.80)
48	Red Curb	LF	$2.00	553.00	$1,106.00	520.00	$1,040.00	$66.00
49	Install Electrolier	EA	$6,100.00	2.00	$12,200.00	2.00	$12,200.00	$0.00
50	Traffic Control	LS	$24,000.00	1.00	$24,000.00	1.00	$24,000.00	$0.00
51	TID Pressure Manhole	EA	$8,500.00	0.00	$0.00	2.00	$17,000.00	($17,000.00)
52	TID Irrigation PIPE	LF	$60.00	0.00	$0.00	117.00	$7,020.00	($7,020.00)
	SUB-TOTAL CONTRACT ITEMS =				**$811,618.47**		**$839,647.40**	**($28,028.93)**
C.O. #	***CHANGE ORDERS***							
	CCO #1 (10/28/14)							
1	Failing Compaction Test (9/19/14)	EA	$100.00	1	($100.00)	0	$0.00	($100.00)
2	Failing Compaction Test (10/01/14)	EA	$100.00	1	($100.00)	0	$0.00	($100.00)
3	DI Stubouts	LS	$1,500.00	1	$1,500.00	0	$0.00	$1,500.00
	CCO #2 (05/26/15)							
1	IISNS Size Increase	LS	$1,493.71	1	$1,493.71	0	$0.00	$1,493.71
2	Access Road	LS	$3,000.00	1	$3,000.00	0	$0.00	$3,000.00
3	Mast Arm Modification	LS	$2,172.50	1	$2,172.50	0	$0.00	$2,172.50
4	TID Potholing	FA	$2,355.12	1	$2,355.12	0	$0.00	$2,355.12
5	Storm Drain Catch Basin Modification	FA	$2,206.33	1	$2,206.33	0	$0.00	$2,206.33
	CCO #3 (07/27/15)							
1	TID Pressure Manhole	FA	$26,186.80	1	$26,186.80	0	$0.00	$26,186.80
2	TID Irrigation PIPE	FA	$24,605.98	1	$24,605.98	0	$0.00	$24,605.98
3	Slurry Over TID Pipe	LS	$1,876.23	1	$1,876.23	0	$0.00	$1,876.23
	SUB-TOTAL CHANGE ORDER ITEMS =				**$65,196.67**		**$0.00**	**$65,196.67**
	TOTAL PROJECT =				**$876,815.14**		**$839,647.40**	**$37,167.74**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 13-49
DIANNE DRIVE REALIGNMENT

Notice is hereby given that work on the above-referenced project located in city right-of-way at the intersection of Dianne Drive and Fulkerth Road, was completed by the undersigned agency on July 14, 2015. The contractor of work Teichert Construction, P O Box 1118, Stockton, CA 95201-1118 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

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

VERIFICATION

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

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

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on July 15, 2015 at Turlock, California, Stanislaus County

5D

Council Synopsis

July 14, 2015

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

Prepared by: Anthony R, Orosco, P.E., Sr. Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with The Shalleck Collaborative, Inc., for City Project No. 14-26A, "RFP Council Chamber Improvements"

2. DISCUSSION OF ISSUE:

Agreement History:

	City Council Approval	Amount
Original Agreement	July 8, 2014	$ 51,110
Amendment No. 1	July 14, 2015	$ 0
	TOTAL	$ 51,110

Design plans have been completed for the audio/video improvements to the Council Chambers (Yosemite Room). Construction is scheduled to begin in the summer of 2015. The project scope includes system design, equipment selection of various audiovisual (AV) equipment and associated technological, architectural and electrical upgrades for the Yosemite Room. The Shalleck Collaborative, Inc., included professional services during construction. This amendment will extend the contract duration for another six (6) months and will allow the Consultant to continue these services under the amended contract.

3. BASIS FOR RECOMMENDATION:

A) Per City Policy, approval of the amendment to the Agreement is required prior to execution of the contract amendment with the consultant.

B) The project will provide the design for new audio and video upgrades as well as additional broadcast functionality to the Council Chambers (Yosemite Room).

Strategic Plan Initiative C. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a Community Infrastructure

iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funding is required in line item number 240-00-000-203.51005_001, "Communications Equally Funded By" for the proposed amendment.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

7. ALTERNATIVES:

A. Not approve the amendment. Staff does not recommend this alternative since the City has funds available to make improvements to the Council Chambers.

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
The Shalleck Collaborative, Inc.

THIS AMENDMENT, dated July 14, 2015, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **The Shalleck Collaborative, Inc.**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated July 8, 2014, whereby CONSULTANT will perform professional architectural and engineering services for City Project No. 14-26A, "Council Chambers Improvements" (hereinafter the "Agreement").

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

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

   "5. **TERM OF AGREEMENT**: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Seventeen months (17) beginning July 8, 2014 and ending December 31, 2015, subject to CITY's availability of funds."

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

OK for Agenda

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

CITY OF TURLOCK, a municipal corporation

By:_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

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

THE SHALLECK COLLABORATIVE, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

5E

Council Synopsis

July 14, 2015

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.14-67, "Slurry Seals 2015," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of $560,007 (Fund 246) with Sierra Nevada Construction, of Sparks, Nevada, for City Project No. 14-67, "Slurry Seals 2015"

2. DISCUSSION OF ISSUE:

On June 18, 2015, five bids were received for City Project No. 14-67, "Slurry Seals 2015." Sierra Nevada Construction, of Sparks, Nevada, was the lowest responsible bidder with a bid in the amount of $560,007.

Bid Summary:

COMPANY NAME	BID AMOUNT
Sierra Nevada Construction, Inc.	$ 560,007.00
Pavement Coatings Co.	$ 575,701.87
CPM, Inc.	$ 599,965.13
VSS International, Inc.	$ 636,011.00
Graham Contractors, Inc.	$ 713,322.74

Slurry seal resurfacing is the application of an emulsified mixture of asphalt oil, rock, water, and additives to an existing roadway. This resurfacing is part of the on-going maintenance of a roadway and is recommended to be applied to the surface every seven years.

This project consists of performing slurry seal resurfacing to various roadways throughout the City. The identified areas to be slurry sealed are those in which a benefit assessment district was formed previously and are now due for slurry seal resurfacing. Funding for this project comes from the collection of the assessment district fees on the Stanislaus County Assessor's Tax Roll.

3. BASIS FOR RECOMMENDATION:

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

B) This project will maintain the roads that are paid for by these assessment districts.

Strategic Plan Initiative F. INTELLIGENT, PLANNNED, MANAGED GROWTH

Goal(s): c Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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

Goal(s): a Community Infrastructure
v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$ 700.000.00	$ 560,007.00	$ 51,207.80	$ 51,207.80	$ 37,577.40

Funding is available in account number 246-60-600.43700, "Slurry Seals" for the proposed work. These funds are specifically for slurry seal projects.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of the operation, repair, and maintenance of existing roads. In accordance with Section 15301 (c) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the residence have paid their assessments that pay for the maintenance of the street surface and are expecting the City to perform the maintenance as agreed.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-67

Slurry Seals 2015

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

Sierra Nevada Construction Inc.
P.O. Box 50760
Sparks, NV 89435-0760

hereinafter called "Contractor" on this 14th day of July, 2015 (hereinafter called the "Agreement").

RECITALS

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

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

C On July 14, 2015, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:**
Contractor shall perform the work described briefly as follows:

The work consists, in general, of: mobilization and demobilization, traffic control, remove striping, markings, markers, and signs, placing temporary striping and markers, laying slurry seal, installing thermoplastic striping, marking, and markers, installing roadside signs, street sweeping and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **THE CONTRACT:**

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

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

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

3. **SCHEDULE:**

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

4. **EQUIPMENT & PERFORMANCE OF WORK:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 14-67, "Slurry Seals 2015 ."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Five Hundred Sixty Thousand Seven and NO/100ths Dollars ($560,007.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Forty (40)** working days beginning on the first day of

work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**
If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **LIQUIDATED DAMAGES:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One thousand one hundred thirty five** and no/100ths Dollars **($1,135.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within

the contract time.

10. PERFORMANCE BY SURETIES:

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

contained. Said amount shall be paid in installments as hereinafter provided.

16. CHANGE OF CONTRACT PRICE:

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

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training

1.6. Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   2.1. Workers' compensation insurance
   2.2. Social security
   2.3. Medicare
   2.4. Federal unemployment insurance
   2.5. State unemployment insurance
   2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
   4.1. Price paid by the purchaser for similar materials from that source on Contract items
   4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
   5.1. During that period
   5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
   1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
   1.2. Current during the work paid by force account.
   1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
      1.3.1. Rented from equipment business the Contractor does not own.
      1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
   2.1. Rented from equipment business the Contractor does not own.
   2.2. The Engineer establishes a rate of $10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50

3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council

thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

22. CONTRACT SECURITY:

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

23. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

24. CONTRACTOR'S INSURANCE:

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

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

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

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

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

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

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

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

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

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

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

(5) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

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

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work

specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

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

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

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

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

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

27. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

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

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

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

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

shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. **NOTICES:**

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. **INTERPRETATION:**

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

32. **ANTITRUST CLAIMS:**

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

33. **USE OF CITY PROJECT NUMBER:**

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

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

CONTRACTOR

_____

_____
Print Name

Address: _____
_____
_____
Phone: _____
Date: _____

Federal Tax ID or
Social Security Number: _____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-67, "Slurry Seals 2015 ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-67, "Slurry Seals 2015 ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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5F

Council Synopsis

July 14, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a reimbursement agreement between HCC Properties LTD (Hilmar Cheese) and the City of Turlock in an amount not to exceed $424,905 for construction of water line improvements identified in the Turlock Regional Industrial Park Master Plan and storm line improvements identified in the Storm Water Master Plan

Resolution: Appropriating $163,483 to account number 308-40-458.43272 "Reimburse Developers" from the Turlock Regional Industrial Park Water Reserve and $261,423 to account number 411-51-536.43272 "Reimburse Developers" from the Storm Water Master Plan Reserve for reimbursement of water line and storm line improvements constructed by HCC Properties LTD (Hilmar Cheese) as identified in the Turlock Regional Industrial Master Plan and Storm Water Master Plan

2. DISCUSSION OF ISSUE:

HCC Properties LTD (Hilmar Cheese) is currently constructing a powdered milk facility on 23 acres within the Turlock Regional Industrial Park. As part of the conditions of approval, HCC Properties LTD will be constructing Canal Drive along its frontage which includes roadway, water, sewer and storm facilities. Waterline improvements are specifically called out in the Turlock Regional Industrial Park Plan and consist of the installation of a 12" trunk line from their east property line west to Washington Road. The cost of these improvements is $163,482.50. Storm line improvements are specifically called out in the Storm Water Master Plan and consist of the installation of a 30" trunk line from their east property line west to Washington Road. The cost of these improvements is $261,422.50.

The water and storm line improvements are called out in the master plan documents and are paid for through the payment of impact fees. Payment of impact fees allows for all developers to pay an equal share of the backbone

infrastructure improvements thus not burdening one developer over another based on proximity to planned infrastructure. Given that this agreement is following the issuance of the building permit, reimbursements will not be given as fee credits and will necessitate the City of Turlock paying the reimbursement in the amount of $424,905. The funding was not included in the FY 15/16 budget thus necessitating an appropriation. The work is nearing completion and staff recommends approval of the agreement and appropriation of funds.

3. BASIS FOR RECOMMENDATION:

A. All reimbursement agreement must be approved by the City Council.

Strategic Plan Initiative: F. Intelligent, Planned, Managed Growth

Goal(s): b. Continue use of Specific and Master Plans

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the motion and resolution as presented. Staff does not recommend this as this is a mechanism to spur economic growth through public infrastructure improvements.

RECORDING INFORMATION

When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE
CITY OF TURLOCK
AND
HCC PROPERTIES LTD

THIS REIMBURSEMENT AGREEMENT (hereinafter this "**Agreement**") is entered into July 14, 2015, by and between the **CITY OF TURLOCK**, a general law city, organized and existing under the laws of the State of California (hereinafter the "City"), and **HCC PROPERTIES LTD,** a California corporation, (hereinafter the "Developer"). Developer and City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City has approved the Master Storm Drainage Plan and Westside Industrial Specific Plan, including all of the area fees, studies, plans and documents (hereafter collectively referred to as the "Master Plans").

B. The Developer intends to develop that certain parcel of real property, consisting of approximately 20.70 acres located within the incorporated boundary of the City as diagrammed on the plat map set forth as Exhibit "A", and as set forth in the legal descriptions in Exhibit "B" (the "Land"). The Developer has agreed to construct the necessary infrastructure improvements in order to facilitate the development of the Master Plans, to enter into this Agreement with the City, and to administer certain other common aspects of its development. "Infrastructure Improvements" shall mean those infrastructure improvements required by the Master Plan that are specifically covered in Exhibit "C."

C. The Developer may assign its interests in the Land without the prior written consent of City. The Land owned by the Developer within the Master Plan, the Infrastructure Improvements, and related improvements as described in the "Project Approvals" shall be together referred to as the "Project." "Project Approvals" shall mean the legislative and quasi-adjudicatory approvals by the City, including, but not limited to, the Master Plan and any tentative or final maps submitted to the City within the Project. "Subsequent Approvals" shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the date of this Agreement.

NOW, THEREFORE, in consideration of the promises and provisions set forth herein, the parties agree as follows:

OK for Agenda

AGREEMENT

Section 1. General Provisions.

1.A. Incorporation of Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, all defined terms and all exhibits described herein are hereby incorporated into this Agreement as if set forth herein in full.

1.B. Effective Date. This Agreement shall become effective upon the execution of the Agreement by the City and Developer ("Effective Date").

1.C. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until "Project Completion." For purposes of this Agreement, "Project Completion" shall mean the date on which all infrastructure improvements defined in Exhibit "C" have been constructed by the Developer, all improvements have been accepted by the City and Developer has received all Reimbursements, not to exceed $424,905.

Section 2. Definitions. In this Agreement, unless the context otherwise requires:

2.A. "City" or "Turlock" shall mean the City of Turlock.

2.B. "Cost of Improvements" shall mean the fixed dollar amount set forth in Exhibit "C".

2.C. "Developer" means **HCC PROPERTIES LTD** its members ("Members"), and the Developer's assignees and/or successors-in-interest.

2.D. "Effective Date" shall have that meaning set forth in Section 1.B of this Agreement.

2.E. "Infrastructure Improvements" shall mean those infrastructure improvements required by the Master Plans that are specifically covered in Exhibit "C."

2.F. "Land" is defined in Recital B and incorporated herein by reference.

2.G. "Project" includes the Land plus Infrastructure Improvements at the densities, intensities and uses as described in the Project Approvals.

2.H. "Project Approvals" means the legislative and quasi-adjudicatory approvals by the City, including but not limited to the General Plan Amendment, Zoning Reclassifications, the Master Plan, and any subsequent planned developments, tentative or final maps submitted to the City within the Project area.

2.I. "Project Completion" shall have that meaning set forth in Section 1.C of this Agreement, which is incorporated herein by reference.

2.J. "Reimbursements" shall mean the sum paid to developer for construction of Infrastructure Improvements.

2.K. "Subsequent Approvals" shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the Effective Date of this Agreement.

Section 3. Obligations of Developer and City.

3.A. Obligation of Developer. Entirely at Developer's cost, Developer shall construct or provide for the construction of the Infrastructure Improvements specifically set forth on Exhibit "C." attached hereto. All such construction shall be performed by duly licensed contractors. All contractors performing work on the Infrastructure Improvements shall pay the general prevailing wage rates of per diem, overtime and holiday wages as determined by the Director of the Department of Industrial Relations pursuant to California Labor Code §1720 et seq. For any construction that will take place in a City right-of-way, Developer or its contractors shall apply for and obtain a City encroachment permit and provide all required insurance and security. All construction is to be inspected and approved by City and must be completed in accordance with City of Turlock Standard Specifications and Drawings and requirements as determined by the City Engineer. Developer shall make all dedications, pay all exactions and be subject to all conditions which are set forth in this Agreement and in the Project Approvals. Developer shall not be required to construct any Infrastructure Improvements in areas where the City has not obtained the necessary rights-of-way from individuals or entities other than Developer.

3.B. Obligation of City. City will reimburse developer the sum designated in Exhibit "C" within Sixty (60) days following completion of the work, or portions thereof, by the Developer and acceptance by the City. At the Developers request, City shall provide Master Storm Drain and Westside Industrial Park Water fee credits up to the amount in Exhibit "C" should the issuance of the Building permit occur prior to completion of work. The fee credit amounts received by Developer shall be considered the same as reimbursement and shall reduce the reimbursement amount due by the amount of the credit.

Section 4. Development of Project. The Project's permitted uses; density and intensity of use; provisions for reservations or dedication of land for public purposes and location of public improvements; location of public utilities; and other terms and conditions of development applicable to the Project, shall be those set forth in this Agreement, the Project and the Project Approvals, and any amendments thereto.

Section 5. Developer Reimbursements.

5.A. Infrastructure Improvements. Developer is making a capital advance to construct a portion of the infrastructure improvements required by the Master Plans. In order for Developer to recover its contribution for the construction of the infrastructure of the Master Plans, City agrees to the mechanisms outlined in this Agreement to provide Developer the Reimbursement of its cost of improvements for the Project's Infrastructure Improvements as set forth in Section 1.C of this agreement.

5.B. Priority of Infrastructure Improvements for Reimbursements. Reimbursement for the Cost of Improvements for the Infrastructure Improvements set forth in Exhibit "C" shall have priority and shall be repaid to Developer prior to any Reimbursements for any offsite construction in the Master Plan areas. City shall reimburse developer within 60 days of Developer submitted invoices for work completed, or portions of work completed, per City review and approval.

5.C. Completion of Reimbursements. At such time as Developer has received cash Reimbursements or fee credits equal to the Cost of Improvements for the Infrastructure Improvements in the sum not to exceed $424,905 as set forth in the City of Turlock Master

Storm Drainage Plan and Westside Industrial Specific Plan, the City shall have no further obligation under this Agreement.

Section 6. Third Party Beneficiary. Nothing herein shall be construed to create any right of a third party to enforce this Agreement or to seek any benefit there from.

Section 7. Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the City and Developer.

Section 8. Third-Party Legal Challenger. In the event of any legal or equitable act, action, or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. In the event any legal action or special proceeding is commenced by any person or entity, other than a party or a member of Developer, challenging this Agreement or any provision herein, the Developer or members of Developer agree to cooperate with each other in good faith to defend said lawsuit, each party and any member of Developer to be liable for its own legal expenses and costs. Notwithstanding the foregoing, City may elect to tender the defense of any lawsuit filed by a third person or entity to Developer and/or member of Developer to the extent applicable thereto, and, in such event, Developer and/or member of Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, attorneys' fees and expenses of litigation ordered to the prevailing party or parties in said litigation. Developer and/or member of Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of the City. City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 9. Default.

9.A. Legal Action. City and Developer may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default; to enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof; or to obtain any remedies consistent with the purpose of this Agreement. Provided however that this Agreement creates no obligation in the Developer to develop the Project or to develop the Project at any given rate, and therefore, City shall not have the right to seek specific performance or any other legal remedy against the Developer with respect thereto, nor to seek specific performance to compel construction of any improvements. Any legal actions hereunder shall be initiated in the Superior Court of the County of Stanislaus, State of California, or in the Federal District Court in the Eastern District of California.

9.B. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the litigation.

Section 10. Hold Harmless Agreement. Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct operations of the Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on its behalf with respect to the Project. Developer agrees

to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Developer's direct activities in connection with the Project.

Section 11. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that: (1) the Project is a private development; (2) the City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that the City accepts the same pursuant to its ordinances or in connection with the various Project Approvals; (3) Developer shall have full power over and exclusive control of the Project, subject only to the limitations and obligations of Developer under the Project Approvals and this Agreement; and (4) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 13. Conflict Between Agreement and Exhibits. If a conflict exists between the terms of the Agreement and the Exhibits, the Agreement shall control over the inconsistent portion of any Exhibit.

Section 14. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested, or by overnight or other courier service. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after refusal of delivery of a registered or certified letter containing such notice, properly addressed, with postage prepaid. If personally delivered, a notice shall be deemed to have been given when delivered to the party or refused by the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to:	City of Turlock 156 S. Broadway, Suite 230 Turlock, California 95380 Attn: Roy Wasden, City Manager	If to Developer, to:	**HCC PROPERTIES LTD** P.O. Box 910 Hilmar, CA 95324

Section 15. Estoppel Certificate. Within forty-five (45) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; and

There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and

Any other reasonable information requested. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting parties, and as to such other information reasonably requested by the requesting party. Developer shall be entitled to one estoppel certificate per year without any fee being assessed by the City. For any additional estoppel certificates requested in a single year the City may charge Developer a reasonable fee, not to exceed $250, directly related to the actual cost to prepare the certificate.

Section 16. Entire Agreement. This Agreement consists of six (6) pages plus Exhibits "A" through and including "C" which constitute, in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 17. Binding Effect. The burden of this Agreement shall bind, and its benefits shall inure to the successors-in-interest of the City and Developer.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

CITY OF TURLOCK, a municipal corporation

By:_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

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

HCC PROPERTIES LTD

By: _____

Title: _____

EXHIBIT "A"
Project Parcel Plat Map

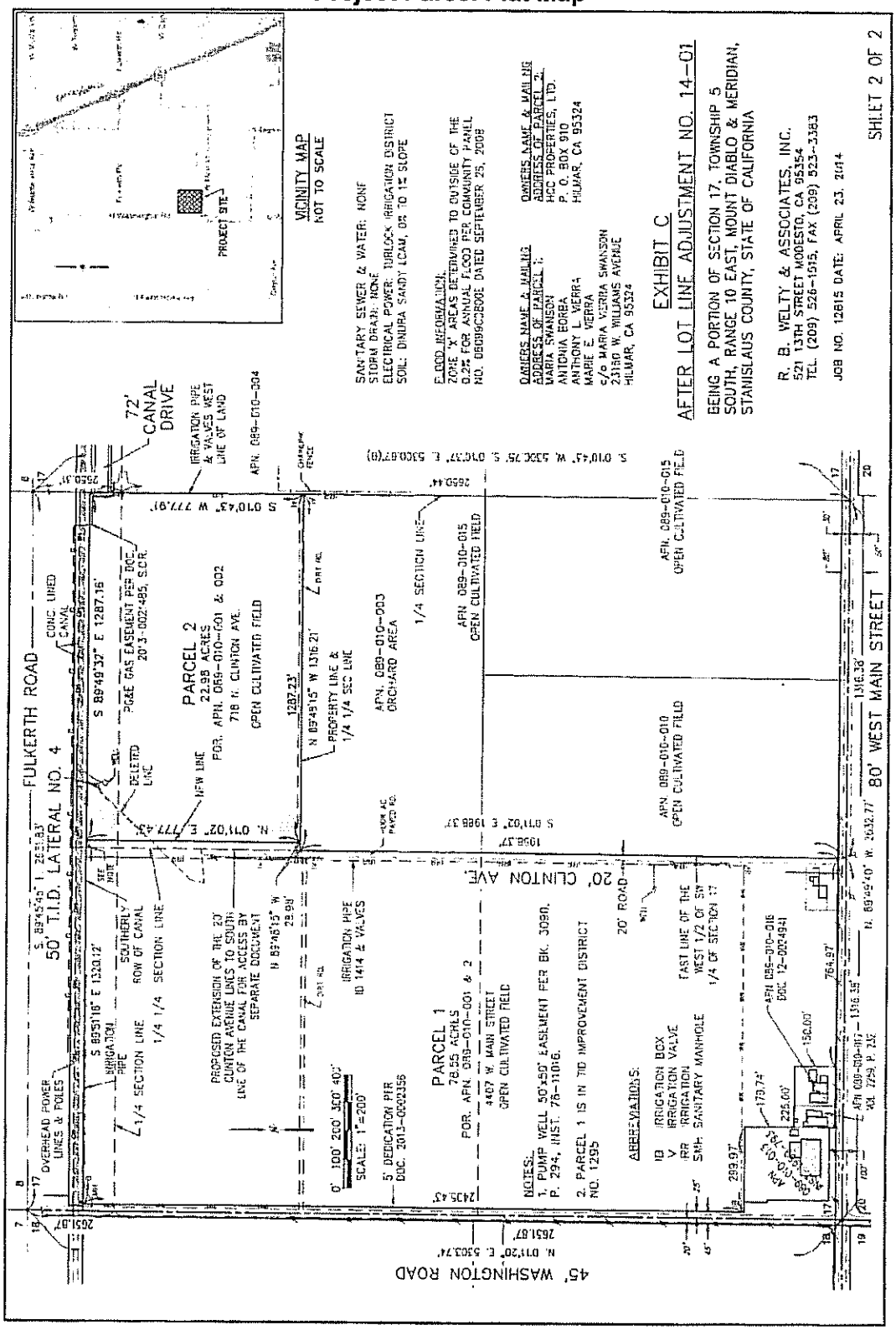


EXHIBIT "B"
Project Parcel Description

All that certain parcel of land situated in the City of Turlock, County of Stanislaus, State of California, being known and designated as follows:

The property described in Grant Deed recorded July 24,2014 as DOC-2014-0048117-00, Stanislaus County Records, located in Section 17 T. 5 S., R. 10 E., M.D.B.&M.

Site Address: 3600 W. Canal Drive, Turlock CA 95380

APN: 089-010-021

EXHIBIT "C"
Infrastructure Improvements and Reimbursement Amount

WISP Water Line

Scope: Installation of 12" Water Main from East Property line as described in Exhibits A and B to Washington Road inclusive of all fittings and valves.

Construction Cost	$155,137.50
Civil Engineering Design	$1,710.00
Construction Staking	$1,135.00
Project Management	$5,500.00
Total Reimbursement	**$163,482.50**

Master Storm Line

Scope: Installation of 30" Storm Main from East Property line as described in Exhibits A and B to Washington Road inclusive of all manholes.

Construction Cost	$252,787.50
Civil Engineering Design	$1,710.00
Construction Staking	$1,425.00
Project Management	$5,500.00
Total Reimbursement	**$261,422.50**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $163,483 TO ACCOUNT NUMBER 308-40-458.43272 "REIMBURSE DEVELOPERS" FROM THE TURLOCK REGIONAL INDUSTRIAL PARK WATER RESERVE AND $261,423 TO ACCOUNT NUMBER 411-51-536.43272 "REIMBURSE DEVELOPERS" FROM THE STORM WATER MASTER PLAN RESERVE FOR REIMBURSEMENT OF WATER LINE AND STORM LINE IMPROVEMENTS CONSTRUCTED BY HCC PROPERTIES LTD (HILMAR CHEESE) AS IDENTIFIED IN THE TURLOCK REGIONAL INDUSTRIAL PLAN AND STORM WATER MASTER PLAN	RESOLUTION NO. 2015-

WHEREAS, HCC Properties LTD (Hilmar Cheese) is currently constructing a powdered milk facility on 23 acres within the Turlock Regional Industrial Park; and

WHEREAS, HCC Properties LTD will be constructing Canal Drive along its frontage which includes roadway, water, sewer and storm facilities; and

WHEREAS, the waterline improvements are specifically called out in the Turlock Regional Industrial Park Plan and consist of the installation of a 12" trunk line from their east property line west to Washington Road; and

WHEREAS, the storm line improvements are specifically called out in the Storm Water Master Plan and consist of the installation of a 30" trunk line from their east property line west to Washington Road; and

WHEREAS, reimbursements for the constructed master planned infrastructure will necessitate the City of Turlock paying HCC Properties LTD from impact fees collected in the amount of $424,905.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby: Appropriate $163,483 to account number 308-40-458.43272 "Reimburse Developers" from the Turlock Regional Industrial Park Water Reserve and $261,423 to account number 411-51-536.43272 "Reimburse Developers" from the Storm Water Master Plan Reserve for reimbursement of Water Line and Storm Line Improvements constructed by HCC Properties LTD as identified in the Turlock Regional Industrial Plan and Storm Water Master Plan.

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:

ATTEST:

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

5G

Council Synopsis

July 14, 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 Bonita Avenue, between East Main Street and East Olive Avenue, for a Day Camp event hosted by Jessica's House, on Thursday, July 23, 2015, from 8:00 a.m. to 3:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

2. DISCUSSION OF ISSUE:

Staff has recently received a request for a temporary street closure from Sara Cree of Jessica's House in Turlock. This street closure would be for the purpose of holding a Day Camp event that provides a variety of activities to children in grades Kindergarten through 8th grade that have experienced the death of a parent or sibling.

The event is designed to be positive in nature and meet a specific need within the community. The proposed closure would not significantly affected traffic flow within the area. Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements.

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. Positive, community event that meets a specific need within the community

B. Closure is not expected to significantly impact the transportation network

C. Only the City Council is empowered to approve the closure of public streets

Strategic Plan Initiative: Not specifically identified in the Strategic Plan as it relates to a privately managed event.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No impact. All costs associated with these events shall be borne by the applicant or their associated third-party.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the event is positive in nature and is not expected to significantly impact the transportation network.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF BONITA AVENUE, BETWEEN EAST MAIN STREET AND EAST OLIVE AVENUE, FOR A DAY CAMP EVENT HOSTED BY JESSICA'S HOUSE, ON THURSDAY, JULY 23, 2015, FROM 8:00 A.M. TO 3:30 P.M., AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS	**RESOLUTION NO. 2015-**

WHEREAS, the applicant, Sara Cree of Jessica's House, has requested to close a portion of Bonita Avenue, between East Main Street and East Olive Avenue, for a Day Camp Event on Thursday, July 23, 2015, from 8:00 a.m. to 3:30 p.m.; 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, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions as shall be communicated by City staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Bonita Avenue, between East Main Street and East Olive Avenue, for a Day Camp event hosted by Jessica's House, on Thursday, July 23, 2015, from 8:00 a.m. to 3:30 p.m., and authorize the City Manager to apply appropriate conditions and restrictions.

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:

ATTEST:

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

5 H

Council Synopsis

July 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Affirming the City Manager's action of having signed and submitted a Notice of Termination (NOT) for the Turlock Municipal Airport's Industrial Storm Water General Permit (Industrial General Permit)

2. DISCUSSION OF ISSUE:

The State Water Resources Control Board (SWRCB) requires Turlock Municipal Airport to obtain an Industrial Storm Water General Permit. This permit regulates discharges associated with industrial activities, requires the development of a Storm Water Pollution Prevention Plan, and monitoring plan. Turlock Regional Aviation Association (TRAA) is the lessee of the Turlock Municipal Airport. The operations of Turlock Municipal Airport fall under one of the identified industrial activities as specified by SWRCB.

Until recently, the City of Turlock was the permittee for the storm water permit. Based on conversations with the City's consultant and the SWRCB regarding the Industrial General Permit, it was determined that the City could transfer this responsibility to the TRAA. The City would withdraw as the permittee by filing a Notice of Termination (NOT) and the TRAA, as the Operator of the airport, would file a Notice of Intent (NOI) as the Facility Operator of the Permit.

By filing a NOT it minimizes the risk and liability placed on the City in the event of a violation and/or potential third party lawsuits. The City and TRAA are in agreement with the above action. The City has maintained a close relationship with TRAA and will continue to do so with them as the Operator of the Industrial General Permit.

3. BASIS FOR RECOMMENDATION:

A. Minimizes the risk and liability placed on the City in the event of a violation of the Industrial General Permit and/or potential third party lawsuits.

B. Allows the TRAA, as the Facility Operator, to better maintain and control the airport.

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.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Withdraw the Notice of Termination signed by the City Manager. This alternative is not recommended as it places additional risk and liability on the City in the event of a violation and/or potential third party lawsuits.

5I

Council Synopsis

July 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Requesting to postpone the Proposition 218 Public Hearing date scheduled for July 28, 2015 for the consideration of increasing solid waste user fees

2. DISCUSSION OF ISSUE:

On April 28, 2015 City Council authorized staff to move forward with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees. At that time a public hearing date of July 28, 2015 was established. However, staff needs additional time to review Turlock Scavenger's financial records as allowed in the existing agreement. Therefore, staff is requesting to postpone the public hearing date. Staff anticipates presenting the proposed rates to Council at the July 28, 2015 City Council meeting and establishing a new public hearing date at that time.

3. BASIS FOR RECOMMENDATION:

A. To provide additional time for staff review of Turlock Scavenger Company's financial records.

Strategic Plan Initiative:

B) POLICY INITIATIVE – FISCAL RESPONSIBILITY:

Our financial stewardship reflects a healthy balance of investment, revenue management and cost control. While our intent is to be fiscally lean, we will invest in organizational and service development to ensure service competency and predictability. Rationale for spending includes an assessment of not only the cost but also the need to create value. A sensible approach that simultaneously considers investment and cost ensures resources are available for the organization to carry out goals and achieve our Vision for today and the future.

Goals: a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could elect not to reschedule the public hearing date. However, staff does not recommend this alternative. The additional time will allow for staff to review of Turlock Scavenger's financial records.

5J

Council Synopsis

July 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study for the City of Turlock, in an amount not to exceed $145,937, from Fund 420-52-530.43320 "Special Services/Projects"

2. DISCUSSION OF ISSUE:

As California experiences a fourth year of drought, groundwater resources are being relied upon and taxed at an increasing rate. The City of Turlock relies solely on groundwater to meet our municipal water supply demands. Twenty (20) active municipal supply wells pump groundwater through the City's distribution system to approximately 72,000 residents. Several of the City's active and inactive wells have contamination near, or above, the State Water Resources Control Board's Division of Drinking Water (DDW) maximum contaminant levels (MCL). Indeed in the last two years we have taken four wells offline due to increasing levels of contaminants. Some of the naturally-occurring contaminants include arsenic, manganese, and iron; anthropogenic contaminates include nitrate and tetrachloroethylene (PCE). Elevated concentrations of arsenic have affected approximately 50% of the City's wells, with four wells now exceeding the DDW MCL of 10 µg/L and nine additional wells within 75% of the MCL. Nitrate concentrations have also been increasing over time, with one well currently very close to exceeding the MCL.

The City is looking to gain a better understanding of the groundwater quality and supply within the Turlock area for water supply planning purposes. As part of this effort, it is necessary to develop a hydrogeological and water quality assessment study which includes the evaluation of the geology, hydrogeology, geochemistry and contamination in the Turlock area. The Study will be an important tool in developing a strategy to construct new wells and, hopefully, rehabilitate existing wells. Continuing to invest in our groundwater system remains critical; however, the City's long term goal is to expand the City's water supply portfolio with the development of a surface water supply.

The Purchasing Office issued a Request for Proposals (RFP) 15-320 for a Hydrogeological and Water Quality Assessment Study (Project). A total of ten (10) qualifying proposals were submitted. A team of three (3) staff members rated the proposals and invited the top three (3) back for selection interviews. The top three (3) firms were Stantec Consulting Services, Inc., Todd Ground Water and Wood Rodgers, Inc. Following the interviews Wood Rodgers, Inc. was selected as the most qualified firm for the Project. Upon further discussions with Wood Rodgers, Inc. we were able to reduce the scope of work and as a result lowered the estimated costs for the work by $19,840.00, for a total estimated cost of $132, 670.00.

Wood Rodgers, Inc. proposed scope of work for the Project will provide the City with a clear "road map" to protect and develop the City's groundwater resources. The Project will also provide a comprehensive characterization of the underlying groundwater resources, depict groundwater quality both spatially and with depth, and portray groundwater gradients and elevation changes over time. The "road map" will allow for a clear and concise program for the development of new municipal supply wells with recommendations for well location and depth as well as anticipated water quality and production capacity. Included with this synopsis is the draft agreement and scope of work.

Staff is recommending awarding a contract to Wood Rodgers, Inc. in the amount of $132,670.00, adding in a 10% contingency in the amount of $13,267.00 for a total not-to-exceed amount of $145,937.00. The work is estimated to be completed within twelve (12) months from the date of the authorization to proceed.

3. BASIS FOR RECOMMENDATION:

A. The Study will provide the City with a better understanding of the water quality and supply within the Turlock area for water supply planning purposes.

B. Wood Rodgers, Inc. has been selected as the most qualified firm and has extensive experience in preparing these types of studies.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

b-ii. Address Growth-Related Issues - Water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
$145,937 from Fund 420-52-530.43320 "Special Services/Projects"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the agreement with Wood Rodgers, Inc. This alternative is not recommended. Completing this Study will provide the City with a better understanding of the water quality and supply within the Turlock area for water supply planning purposes. In addition, Wood Rodgers, Inc. is duly qualified to perform this work.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Wood Rodgers, Inc.
for
Hydrogeological & Water Quality Assessment Study
CITY PROJECT NO. 15-071

THIS AGREEMENT is made this 14th day of July, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Wood Rodgers, Inc., hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for a hydrogeological and water quality assessment study; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed one hundred forty five thousand nine hundred thirty seven and 00/100^{ths} Dollars ($145,937.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning August 1, 2015 and ending July 31, 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 CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT 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 CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT 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: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right, 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, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

8. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for

damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

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

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

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 CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

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

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

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

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

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

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

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

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

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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

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

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

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

19. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ

any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants and 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 CONSULTANT'S charges to CITY under this Agreement.

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

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

regulations and permits.

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

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

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

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

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

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 CONSULTANT: **Wood Rodgers, Inc.**
3301 C St. Bldg. 100-B
Sacramento, CA 95816
PHONE: (916) 341-7760
FAX: (916) 341-7767

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

OR

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Wood Rodgers, Inc., consultant

By: _____

Title: _____

Print name: _____
Date: _____

PROJECT OVERVIEW AND UNDERSTANDING

The City of Turlock (City) relies solely on groundwater to meet its municipal water demands. From 22 active municipal supply wells, groundwater is pumped through the City's distribution system to approximately 72,000 residents. Several of the City's active and inactive wells have contamination near, or above, the State Water Resources Control Board's Division of Drinking Water (DDW) maximum contaminant levels (MCL). Some of the naturally-occurring contaminants include arsenic, manganese, and iron; while anthropogenic contaminates include nitrate and tetrachloroethylene (PCE). Elevated concentrations of arsenic have affected approximately 50% of the City's wells, with four wells now exceeding the DDW MCL of 10 µg/L and nine additional wells within 75% of the MCL. Nitrate concentrations have been increasing over time. One City well currently exceeds the MCL of 45 mg/L for nitrate. PCE has also been detected in one City well over the MCL of 5 µg/L.

The City is a member of the Stanislaus Regional Water Authority (SRWA) which is actively pursuing the development of a Regional Surface Water Supply Project (RSWSP) that would supply treated surface water from the Turlock Irrigation District (TID). The RSWSP would deliver up to 15 million gallons per day (mgd) initially to the City, but could ultimately provide up to 22 mgd. In 2014, the City extracted and delivered approximately 18 mgd of groundwater. Until full build-out of the RSWSP, the City will need to continue to rely on groundwater to meet its potable water demands.

As California enters a fourth year of drought, groundwater resources are being relied upon and taxed at an increasing rate. Groundwater overdraft is a real concern for portions of the Central Valley. It is reported by the City that groundwater levels have declined by approximately 16 feet in the past three years. Another real consequence of groundwater overdraft is the possibility for land subsidence to occur, associated with the dewatering of compressible clay formations. In portions of the Central Valley, dewatering of the Corcoran Clay is believed to be partly responsible for land subsidence. The Corcoran Clay is a member of the Tulare/Turlock Lake Formation and has been mapped in the subsurface underlying the City.

Wood Rodgers' Hydrogeological and Water Quality Assessment Study (Project) will provide the City with a clear "road map" intended to provide direction to further protect and develop the City's groundwater resource. The Project will provide a comprehensive characterization of the underlying groundwater resource, depicting groundwater quality both spatially and with depth, groundwater gradients, and groundwater elevation changes over time. The "road map" will allow for a clear and concise program for development of new municipal supply wells with regard to well location, well depth, anticipated water quality, and anticipated production capacity.

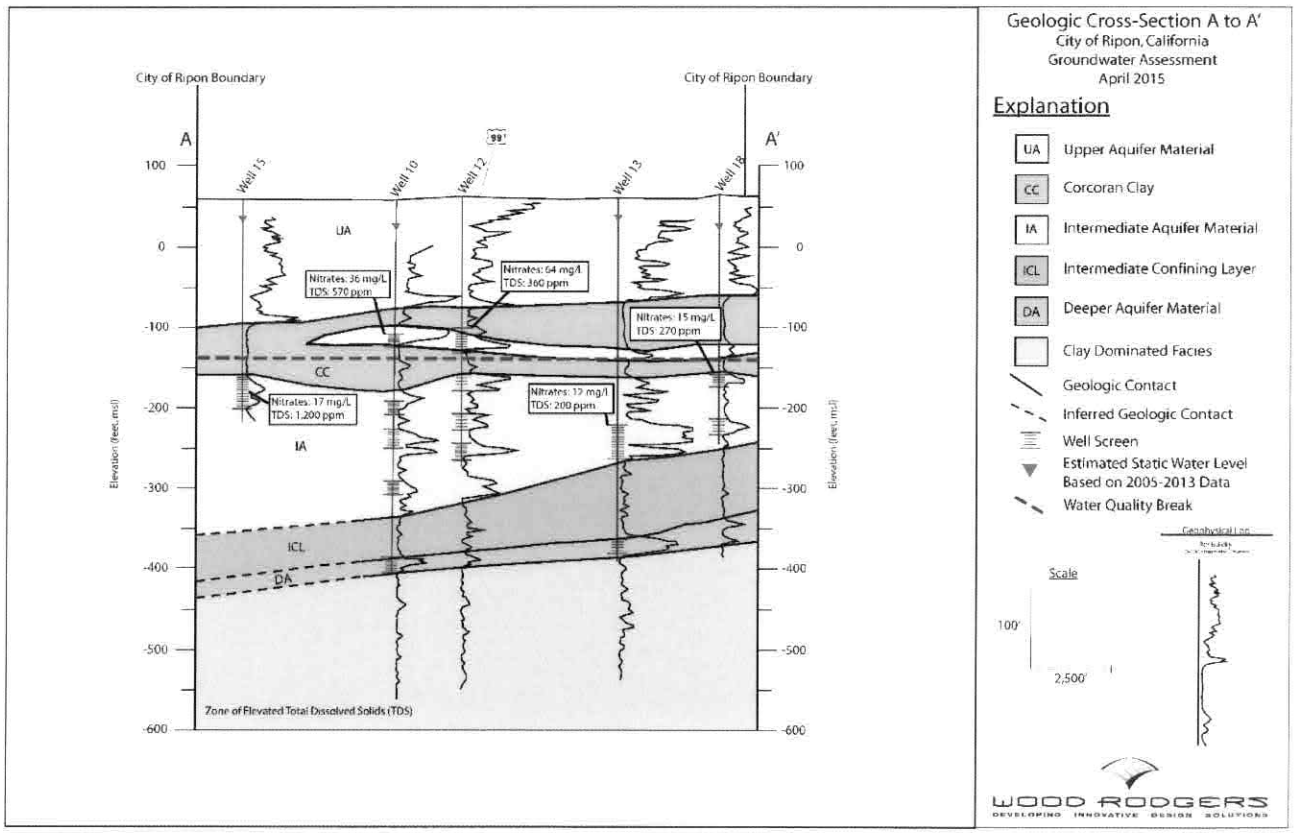
SCOPE OF SERVICES

Tasks 1 through 8 will be included as sections in the Hydrogeological and Water Quality Assessment Report. Task 9 will include coordination with regulatory agencies and the City. Tasks 10 through 12 will have stand-alone Technical Memorandums.

Task 1 – Conceptual Hydrogeologic Model of the Turlock Area

Wood Rodgers will begin our assessment for the Project by conducting a comprehensive review of all of the available data regarding the groundwater basin's geology, hydrogeology, water quality, well construction, and water quality data. Wood Rodgers will prepare and submit a Request for Information (RFI) to the City to obtain relevant data (historic and current) pertaining to the City's well field. Additionally, Wood Rodgers will review well construction reports prepared for the City wells to extract additional data with regard to depth-specific water quality, drilling conditions, temporary zone testing results, and lithologic data. Wood Rodgers will also conduct a literature search and review hydrogeologic and geologic studies prepared by others to form a complete understanding of the historic groundwater conditions within and adjacent to the City's service area.

Because of our knowledge of the hydrogeologic system of the surrounding areas (i.e. EWD, Ripon, and Ceres), Wood Rodgers has already established a general hydrogeologic conceptual model for the project area. Our project-specific hydrogeologic model will portray the City's wells in cross-section view and will graphically display the well screen intervals and geophysical logs. Data generated from subsequent tasks (i.e. groundwater levels, water quality, estimated specific capacities) will be projected onto each cross-section to clearly define the productive aquifers with acceptable water quality from those with low production capability, as shown in the City of Ripon geologic cross-section example below.

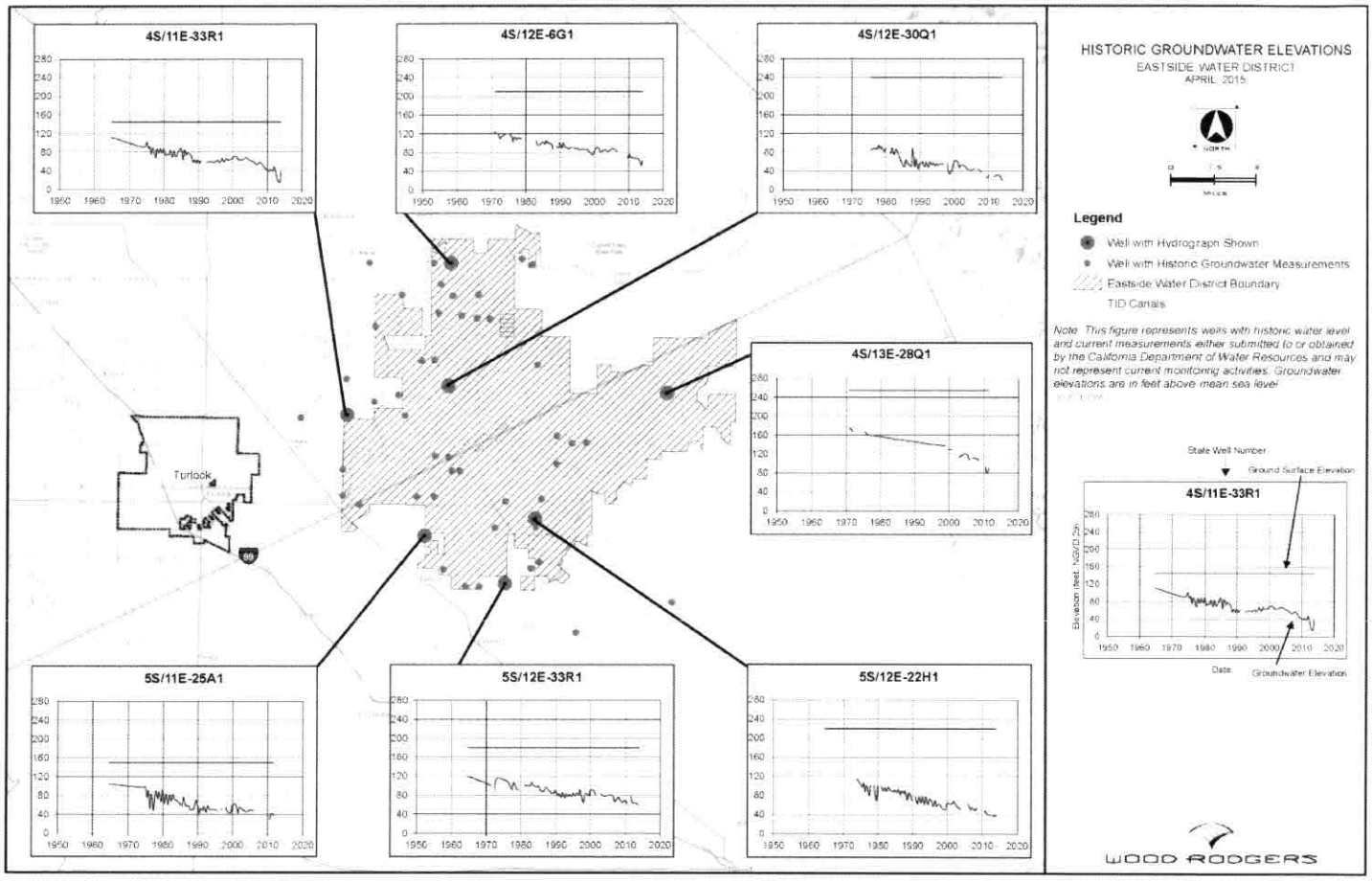


Deliverables:

- **Conceptual Hydrogeologic Model (Included in the Assessment Report)**
- **Geologic Cross-Sections (Included in the Assessment Report)**

Task 2 – Comprehensive Evaluation of the Groundwater Resource

For this task, Wood Rodgers will evaluate the data obtained in Task 1 with regard to groundwater elevations and provide a comprehensive evaluation of the occurrence and movement within the



underlying aquifers. Wood Rodgers recently completed a hydrogeologic assessment immediately east of the City for Eastside Water District (EWD). Groundwater measurements, as reported by the City and the California Department of Water Resources, will be uploaded to our groundwater elevation database. The groundwater elevation data will be plotted on hydrographs to determine long-term trends and to identify short-term fluctuations (periods of drought), as shown on the figure below. The annual rate of groundwater elevation change will be calculated for wells within this dataset.

Wood Rodgers will also prepare groundwater elevation contour maps from the most current available spring and fall groundwater elevation data. The groundwater elevation contour maps will be evaluated to characterize anticipated groundwater elevations, groundwater pumping depressions, and the direction of groundwater flow and hydraulic gradients. The contour maps will also be used to determine areas where the aquifers can accommodate potential recharge. Additionally, Wood Rodgers will identify

features such as water conveyance canals, irrigated lands, lakes, and streams which aid in the recharge of aquifers in the vicinity of the City.

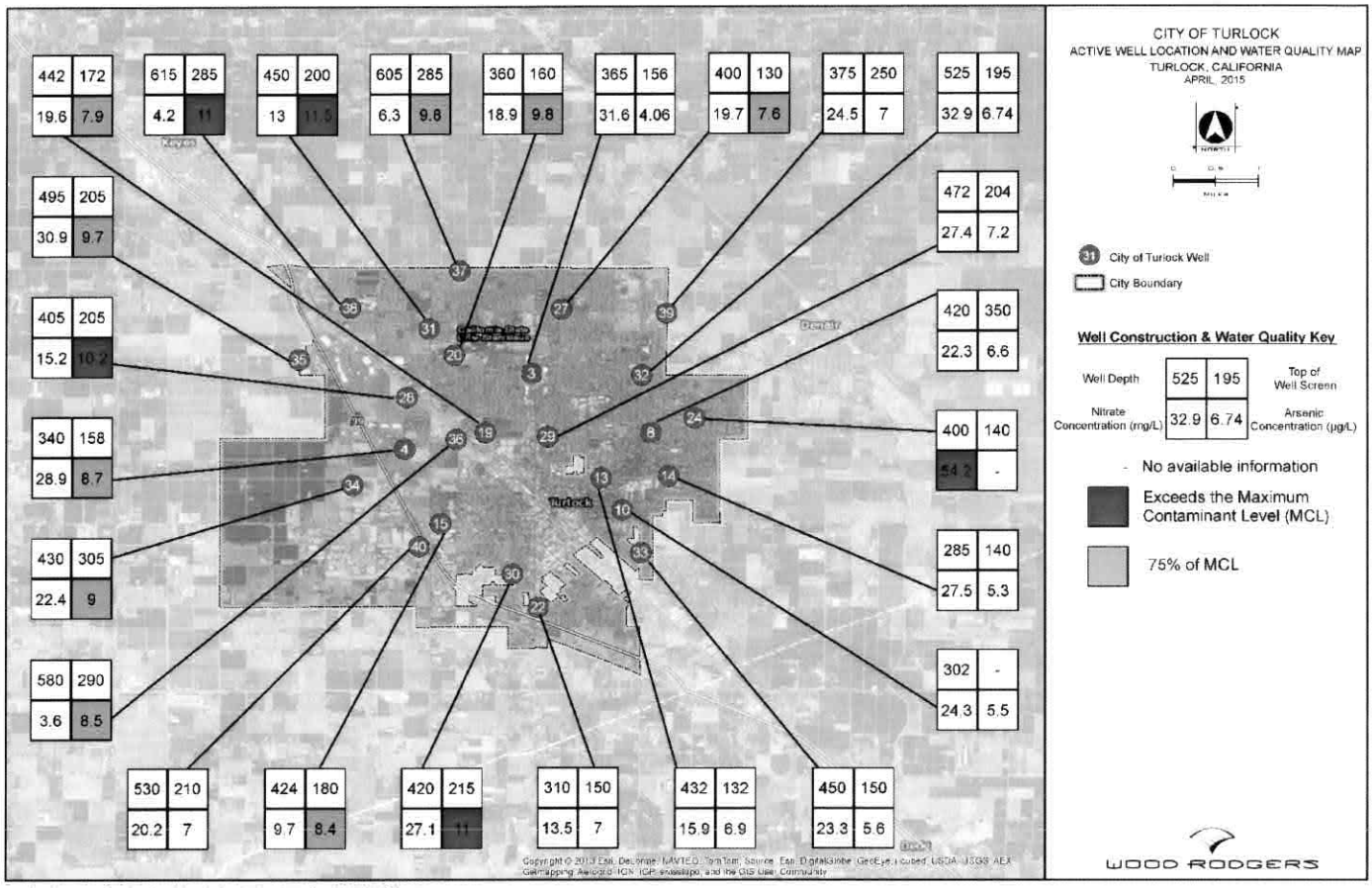
Deliverables:

- **Groundwater Elevation Hydrographs (Included in the Assessment Report)**
- **Groundwater Elevation Contour Maps (Included in the Assessment Report)**

Task 3 – Groundwater Quality

Water treatment is expensive. New municipal well designs should target aquifers with the best water quality and quantity, while avoiding aquifers with poor quality water. To fully understand the spatial variations in water quality, it is critical to identify the cause for the changed water quality. Wood Rodgers will evaluate existing water quality data (current and historic) produced from the City's well field and provide a comprehensive characterization of the groundwater quality.

As shown in the figure below, the quality of groundwater throughout the City's service area varies both spatially and with depth. Plotting the data graphically allows for quick identification of problematic wells and aquifers. Each active well is projected geographically and illustrated (for each well) with the total well depth, top of the first screen section, and select water quality concentrations. Specific water quality constituents that are known to be problematic for the City include both arsenic and nitrate, which have been reported to be increasing overtime. Wood Rodgers will plot constituents of concern for the City's wells for the historic record to determine overall water quality trends.



It is not uncommon that sudden changes in water quality are a result of a changed condition within the structure of a specific well, such as a hole due to corrosion or a defect in a wells' construction, which allows groundwater from an unintended aquifer to enter the well structure. Wood Rodgers will assess the City's well field and provide water quality for constituents of concern, including concentrations over time.

Deliverables:

- **Groundwater Quality Maps – Draft Provided Above (Included in the Assessment Report)**
- **Historic Groundwater Quality Graphs (Included in the Assessment Report)**

As shown in the figure below, the quality of groundwater throughout the City's service area varies both spatially and with depth. Plotting the data graphically allows for quick identification of problematic wells and aquifers. Each active well is projected geographically and illustrated (for each well) with the total well depth, top of the first screen section, and select water quality concentrations. Specific water quality constituents that are known to be problematic for the City include both arsenic and nitrate, which have been reported to be increasing overtime. Wood Rodgers will plot constituents of concern for the City's wells for the historic record to determine overall water quality trends.

Task 4 – Aquifer Evaluation and Water Resource Development

A comprehensive understanding of the hydraulic properties of the underlying aquifers adds tremendous value when it comes to siting and constructing new municipal supply wells. Wood Rodgers will utilize current groundwater level data (static and under pumping conditions), well capacity, and specific capacity (gallons per minute per foot [gpm/foot] of drawdown) and compare to historic data to assess for any changes over time. Wood Rodgers will identify wells where a specific depth interval or a specific aquifer is targeted in order to assess the aquifer characteristics. Wood Rodgers will coordinate with the City to conduct pumping/drawdown tests in each identified well, while utilizing the City's SCADA (supervisory control and data acquisition) to monitor drawdown in nearby wells. The drawdown data collected during each well test will be analyzed to determine the hydraulic properties of the aquifer, with regard to transmissivity, storativity, and estimated specific capacities.

The major aquifers will be assigned a classification based on the observed and calculated hydraulic properties with the intent of identifying aquifers which can meet the City's capacity and water quality objectives.

Deliverables: **Estimated Aquifer Properties (Included in the Assessment Report)**

Task 5 – Well Field Interference Assessment

Well field interference is a result of well pumping that induces deeper groundwater levels in nearby wells. Well field pumping has the potential to cause mutual pumping interference between wells where cones of depression merge radially outward. Deeper pumping water levels increase electrical costs to pump groundwater and reduce well capacity. The drawdown and radial impacts are related to the aquifer characteristics, the capacity of the pumping well, the distance between wells, and the duration the wells are pumped.

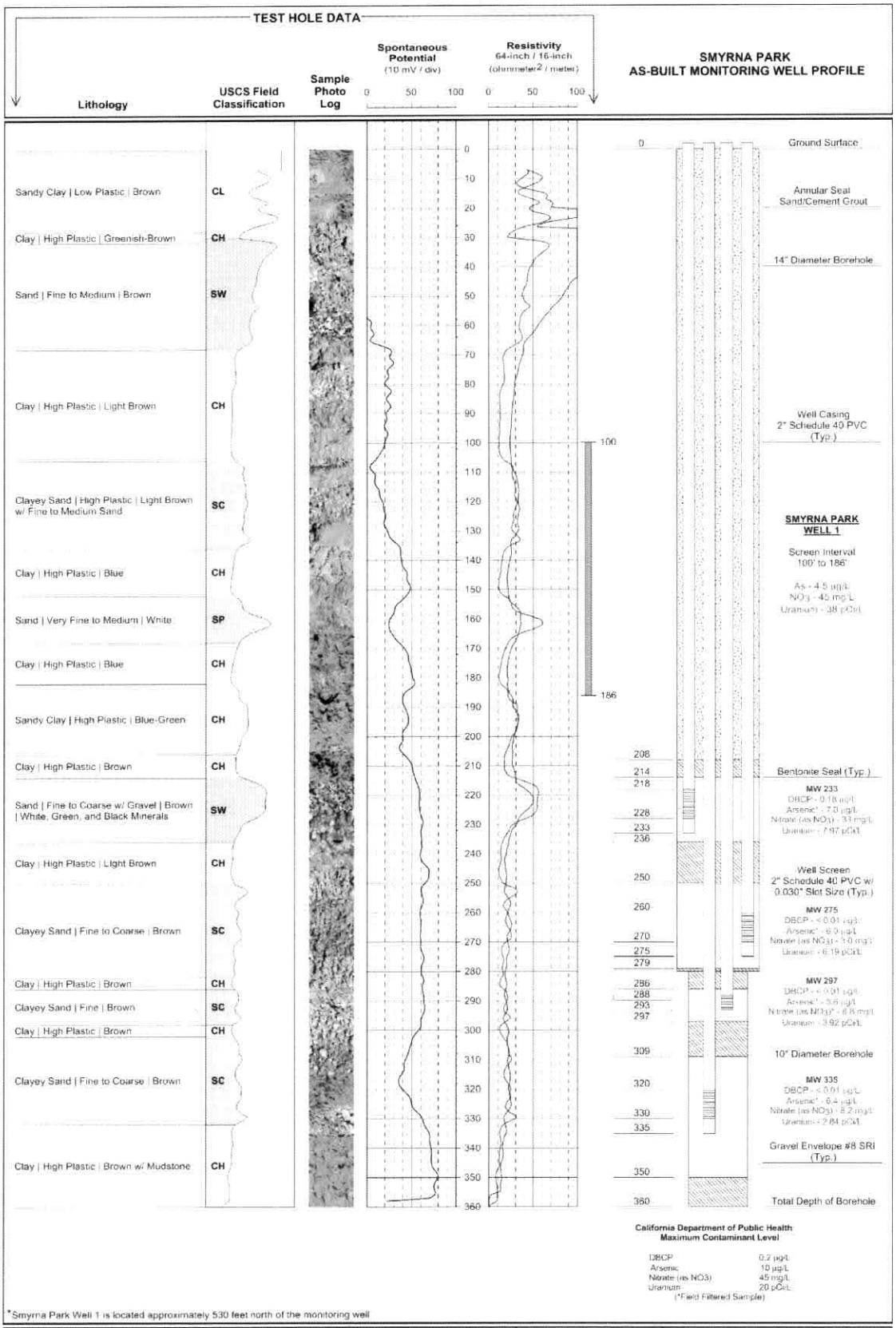
Concurrent with Task 5, Wood Rodgers will group wells together geographically and conduct pumping tests while monitoring nearby water levels through the City's SCADA system. The data collected during the pumping tests will be used to calculate the radius of influence of the pumping well's cone of depression and evaluate mutual pumping interferences.

Agricultural wells can influence water levels in municipal wells. Wood Rodgers will conduct an aerial photograph survey to try to identify agricultural wells in close proximity to the City's well field. The identified agricultural wells will be plotted on a map with the City's wells to assess the possibility of impacts to the well field. The information obtained during this assessment will be used to determine recommended minimum well spacing for future wells.

Similar in scope to this task, a recent Wood Rodgers' project included a well impact study to assess potential impacts to domestic wells during the operation of the new Madera County Public Works Department's Dublin Well (as described under project references). The Dublin Well was constructed in a rural neighborhood with individual domestic wells. The intent of the program was to identify and characterize potential impacts to groundwater levels in neighboring domestic wells and to project

potential impacts at varying flow rates. The total impact measured in individual wells was used to predict the distance and amount of drawdown induced by the new Dublin Well.

Deliverables: **Well Field Interference Analysis (Included in the Assessment Report)**


TEST HOLE DATA
Lithology
USCS Field Classification
Sample Photo Log
Spontaneous Potential (10 mV / div)
Resistivity 64-inch / 16-inch (ohmmeter2 / meter)
SMYRNA PARK AS-BUILT MONITORING WELL PROFILE
Sandy Clay | Low Plastic | Brown CL
Clay | High Plastic | Greenish-Brown CH
Sand | Fine to Medium | Brown SW
Clay | High Plastic | Light Brown CH
Clayey Sand | High Plastic | Light Brown w/ Fine to Medium Sand SC
Clay | High Plastic | Blue CH
Sand | Very Fine to Medium | White SP
Clay | High Plastic | Blue CH
Sandy Clay | High Plastic | Blue-Green CH
Clay | High Plastic | Brown CH
Sand | Fine to Coarse w/ Gravel | Brown | White, Green, and Black Minerals SW
Clay | High Plastic | Light Brown CH
Clayey Sand | Fine to Coarse | Brown SC
Clay | High Plastic | Brown CH
Clayey Sand | Fine | Brown SC
Clay | High Plastic | Brown CH
Clayey Sand | Fine to Coarse | Brown SC
Clay | High Plastic | Brown w/ Mudstone CH
Ground Surface
Annular Seal Sand/Cement Grout
14" Diameter Borehole
Well Casing 2" Schedule 40 PVC (Typ.)
SMYRNA PARK WELL 1
Screen Interval 100' to 186'
As - 4.5 µg/L
NO3 - 45 mg/L
Uranium - 38 pCi/L
Bentonite Seal (Typ.)
MW 233
DBCP - 0.18 µg/L
Arsenic* - 7.0 µg/L
Nitrate (as NO3) - 33 mg/L
Uranium - 7.97 pCi/L
Well Screen 2" Schedule 40 PVC w/ 0.030" Slot Size (Typ.)
MW 275
DBCP - < 0.01 µg/L
Arsenic* - 6.9 µg/L
Nitrate (as NO3) - 5.0 mg/L
Uranium - 6.19 pCi/L
MW 297
DBCP - < 0.01 µg/L
Arsenic* - 5.6 µg/L
Nitrate (as NO3)* - 8.8 mg/L
Uranium - 3.92 pCi/L
10" Diameter Borehole
MW 335
DBCP - < 0.01 µg/L
Arsenic* - 6.4 µg/L
Nitrate (as NO3) - 8.2 mg/L
Uranium - 2.84 pCi/L
Gravel Envelope #8 SRI (Typ.)
Total Depth of Borehole
California Department of Public Health Maximum Contaminant Level
DBCP 0.2 µg/L
Arsenic 10 µg/L
Nitrate (as NO3) 45 mg/L
Uranium 20 pCi/L
(*Field Filtered Sample)
*Smyrna Park Well 1 is located approximately 530 feet north of the monitoring well
PROJECT NO. 8353.008
DRAWING 1
SHEET 1 OF 1
AS-BUILT PLANS FOR
CITY OF CERES
SMYRNA PARK
MONITORING WELL
CERES, CALIFORNIA
WOOD RODGERS
DATE: 4/30/15 10:00
SCALE: V: 1" = 30'
DRAWN BY: S.SPAETH
DESIGNED BY: L. ERNST
CHECKED BY: L.ERNST
NO. DESCRIPTION
ENGR / INT. BY
DATE APPROVED

Task 6 – Contamination Migration Evaluation

Understanding the hydrogeologic framework of an aquifer system and the transportation mechanisms of contaminants is of key importance in performing an evaluation of contaminant migration. In many shallow aquifer systems, groundwater movement is unrestricted from vertical and lateral movement due to the presence of highly permeable, interconnected geologic strata. Confining layers may not be laterally continuous and sometimes do not restrict groundwater movement on a regional scale. Identifying aquifer systems that have competent confining layers that are less susceptible to the vertical migration of shallow anthropogenic and naturally-occurring contaminants is critical.

Wood Rodgers has conducted many groundwater quality assessments that have linked the vertical migration of contaminants to poorly designed and constructed wells. In many of these assessments, well structures served as conduits connecting multiple aquifer systems with different water quality, facilitating the mixing and migration of contaminants over multiple aquifer horizons. Wood Rodgers completed a study for the City of Ceres which involved characterizing the vertical migration of salts from the deeper aquifers and nitrates from the shallow aquifers. The monitoring well profile figure (opposite page) was prepared for the City of Ceres as part of this hydrogeologic assessment to illustrate the downward and vertical distribution of uranium and arsenic.

Wood Rodgers will assess the hydrogeologic framework underlying the City for the potential of vertical and lateral migration of contaminants within the aquifer system. Wood Rodgers will review data maintained by the State of California to identify and project the location of known contamination. GeoTracker, GeoTracker GAMMA, and EnviroStor databases contain the location and description of groundwater contamination and cleanup activities. Data obtained from the online databases will be projected on a base map with the City's well field to identify proximity to known contamination as well as susceptibility to known contaminates. Well construction details will be cross-referenced to assess the potential for the well structures to contribute to the migration of identified contaminants. Wood Rodgers will estimate the concentrations of contaminants and on our geologic cross-sections. Wood Rodgers will provide the City with our recommendations for mitigating wells that have the potential to the transport contamination.

Deliverables: **Vertical Depiction of Contamination (Included in the Assessment Report)**

Task 7 – Recommended Well Locations

Based on our characterization detailed in Tasks 1 through 7 and our understanding of the underlying groundwater resource, Wood Rodgers will identify aquifers with the most favorable water quality with regard to drinking water regulations that also have the ability to meet the City's capacity objective. Recommended well locations will be reviewed for regulatory compliance. As identified in Task 7, known contamination and/or active remediation sites will be projected on a City-wide map along with the recommended well locations/areas. The target depth for exploratory drilling will be provided for each site. Where additional water quality information is needed, a recommended approach to obtain this data will also be provided.

Deliverables: **City-wide Map with Recommended Well Locations (Included in the Assessment Report)**

Task 8 – Regulatory Issues

California's regulatory environment is constantly evolving with regard to groundwater resource management. The recent adoption of the Sustainable Groundwater Management Act (SGMA) is by far the most significant law to date to address sustainable groundwater resource management. Additionally, regulatory frameworks exist for the protection of public health, water quality degradation, groundwater contamination, and minimum offset distances of public supply wells to known features (such as sewer and storm drain lines, manhole covers, petroleum transmission lines, etc.). Specific land uses (current and historic) which are regulated by the City's Specific Plan can be Potentially Contaminating Activities (PCAs), such as underground petroleum tanks and dry cleaners.

Sustainable Groundwater Management Act (SGMA)

The Sustainable Groundwater Management Act (SGMA) of 2014 established a new structure for managing California's groundwater resource at the local level. The SGMA requires the formation of locally controlled Groundwater Sustainability Agencies (GSAs) which must develop Groundwater Sustainability Plans (GSPs) to meet what the SGMA calls the "sustainability goal" within 20 years of implementation. The implementation of the SGMA is still in its infancy, which is currently an evolving process. Wood Rodgers will meet with the City and discuss its intentions to participate in a GSA.

Stanislaus County Groundwater Ordinance

Stanislaus County adopted a "Groundwater Ordinance" to protect the County's groundwater resource from unsustainable extraction, which could result in groundwater overdraft, migration of poor quality water, or land subsidence. Wood Rodgers is on a project team that has been selected to develop a County-wide groundwater level monitoring network and database to assess the current conditions that will help develop a GSP to meet the objectives of the SGMA.

Title 22 Water Quality Regulations

The quality of potable water delivered to customers is regulated by the California Code of Regulations Title 22, Chapter 15 – Domestic Water Quality and Monitoring Regulations. The State Water Resources Control Board's Division of Drinking Water (DDW) is charged with the oversight and regulation of domestic drinking water in California. Primary (health-based) and secondary (aesthetic) drinking water standards are routinely monitored for in both surface water and groundwater sources. Wood Rodgers will identify the main constituents of concern (COC) affecting the City and will provide the City with recommendations for moving forward, with respect to requiring well head treatment, or well modifications to improve water quality.

Revisions and additions of regulated contaminants to Chapter 15 of Title 22 are not common, but are resultant from an in-depth process, which takes into account the potential for harm to humans, the method and costs associated with treatment, and the economic impacts that specific requirements will

have on water systems. Every five years, the US Environmental Protection Agency releases a list of un-regulated contaminants which are to be tested for to characterize its geographic distribution and range of concentrations and to determine if they need to be regulated. Recently, a new MCL for hexavalent chromium (2014) was added to the list of regulated contaminants. Wood Rodgers will review any identified contaminants that are in the process of or have the potential to be assigned an MCL and will reference to the quality of the water pumped from the City's well field.

Regulatory Offset Requirements for Municipal Wells

Well siting and construction is regulated by the Stanislaus County Department of Environmental Resources (issuer of well permits) and DDW regulations with respect to minimum distance to surface features that have the potential to contaminate groundwater or enter the well structure (i.e. storm main, sewer mains, manhole covers). As specific well sites are identified for potential assessment, these sites will need to be reviewed to determine if a well can be sited while meeting the minimum offset distances from regulated features. There are currently 28 DDW offset requirements.

Deliverables: **Meetings with the City and provide input as requested**

Task 9 – Planning Level Estimates for Well Head Treatment for Arsenic

Roughly 50 percent of the City's municipal wells produce groundwater with elevated concentrations of arsenic, with four of the City's wells currently exceeding the DDW MCL and nine wells within 75% of the MCL. Based on the water quality evaluated and baseline arsenic concentrations, Wood Rodgers will determine appropriate treatment methods for compliance. Wood Rodgers has conducted pilot studies on grant-funded projects to evaluate the best available technology for treatment of arsenic. Our experience has allowed us to assemble a database of alternatives and representative costs for treatment. Wood Rodgers will develop planning level design, construction, along with operations and maintenance cost estimates for a total of three alternate treatment methods for arsenic. Each of these methods will be presented to the City for input and discussion prior to finalizing. These methods will be refined based on City input and life cycle costs will be prepared as part of the final deliverable.

Deliverables: **Well Head Treatment Cost Estimates Technical Memorandum**

Task 10 – Inactive Well Testing

Task 10.1 – Evaluate City Wells

This task will consist of reviewing existing data and records for the City's active and inactive wells, evaluating problems, and identifying solutions.

Wood Rodgers will review the following data: well location, well construction, general age and condition, water quality, water levels, sand production, efficiency, capacity, known problems, and well site infrastructure (pumping equipment, sand separators, treatment equipment, etc.). Wood Rodgers will determine the existing capacity of the City's current well field. Wood Rodgers will compile the pertinent data for the City's well field into a matrix table to provide for a quick reference tool for each of

the City's wells. For each well, the matrix table will include well construction information (i.e. total borehole and well depth, screened intervals, sanitary seal depths), date of construction, well capacity, static and pumping water levels, specific capacity, and known problems (i.e. water quality issues, pump/well problems, operational concerns).

Based on the review of existing data obtained in Task 1 and our analysis from Task 3, Wood Rodgers will identify probable causes of problems with wells that could be remedied through well repair or modifications. The objective for repairs or modifications is to improve water quality and maximize capacity from existing sources. Wood Rodgers will provide the City with an outline of the options for repairs/modifications, along with planning level cost estimates and schedules.

Task 10.2 – Initial Well Testing

Concurrent with Task 11.1, Wood Rodgers will conduct well testing in several of the City's inactive wells. For budgeting purposes, we anticipate that this testing will be performed at three well sites (pending available capacity at the discharge location and assuming that the original pumping equipment is still installed and operable). During each pumping test, Wood Rodgers will measure groundwater levels (both static and under pumping conditions) and sand production. Time-series water quality samples will be obtained and analyzed for the constituents of concern based on the well evaluations described above and will be evaluated to determine short-term trends in water quality variations that are often associated with shallow holes in the well casing.

Wood Rodgers will then assess the water quality results and calculate the wells' specific capacity, which will be compared to historic data to identify any operational issues (i.e. reduced specific capacity, reduced capacity). This information will be used as a basis to establish current conditions and to see if additional testing (as described below) is warranted.

Task 10.3 – Expanded Well Testing

Based on the results of Task 11.1 and 11.2, Wood Rodgers will determine if further testing is warranted to complete our assessment. Additional work may include: video surveys, flow profiling, caliper surveys, spinner surveys, packer testing, or depth-specific water quality sampling. Wood Rodgers will provide a detailed bid schedule for the specific recommendations and provide hydrogeologic field support as warranted during the testing.

Task 10.4 – Summary Report and Recommendations for Repair

Wood Rodgers will summarize the results of Tasks 11.1 through 11.3 in a summary report that provides recommendations for repair or modifications to improve water quality. Cost estimates will be prepared for any recommended repairs, and the estimated change in capacity (reduction or increase) will also be provided. All field records, water quality results, video surveys, spinner surveys, and associated documents generated during this task will be included with the summary report for the City's records and reference.

Deliverables: Well Testing and Well Rehabilitation Recommendations Technical Memorandum

Task 11 – Well Design Guidelines

Improper well design can result in poor-quality water entering a well structure, such as inadequate seal depths, connection of multiple aquifers with differing water quality, or inter-aquifer mixing through the gravel envelope within the annular space. Therefore, municipal water well designs not only need to meet the project objectives (capacity, water quality, sand production), but they also need to be designed to protect the groundwater resource from water quality degradation (contamination), inter-aquifer mixing, and protection from varying hydraulic pressures associated with specific aquifers.

New municipal wells should be designed to meet service life expectancies. Wood Rodgers will meet with City staff to determine the objectives for new wells with regard to capacity requirements, anticipated service life, water quality, and existing/planned infrastructure. Incorporating our understanding of the hydrogeologic system, Wood Rodgers will prepare guidelines and conceptual well design(s) that will incorporate appropriate well casing, screen type and material, methods for determining gravel envelope gradation, appropriate sanitary and annular seal depths, and recommended construction and development techniques. New City wells should also to be designed to protect well structures from inelastic land subsidence.

Wood Rodgers will prepare guidelines and protocol to assess each site with exploratory drilling, which may include both test hole drilling and monitoring well construction.

Deliverables: **Well Design Guidelines Technical Memorandum**

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Council Synopsis

July 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Affirming the City Manager's action of having signed and submitted a letter of authorization to the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) for Fiscal Year 2015/16 and authorizing the Mayor or the City Manager to sign all future letters of support

2. DISCUSSION OF ISSUE:

The California Department of Resources Recycling and Recovery operates the Used Oil Payment Program (OPP) which are block grants to local agencies to encourage the proper disposal of waste oil. Specifically, OPP funds are used to establish, maintain, and/or enhance used oil and used oil filter collection/recycling programs.

Turlock has nine certified used oil collection centers which are inspected and supported by Stanislaus County DER using OPP funds. A portion of the grant money also supports oil & filter recycling at the Stanislaus Household Hazardous Waste Facility for collection, processing, storing, transporting, etc. Also planned is a used oil filter exchange for three days during the month of July, 2016. Any resident may take a used oil filter to any O'Reilly's or AutoZone and exchange it for a new one during one Friday-Sunday in the month of July, 2016. Further, throughout the year, the City of Turlock will distribute educational materials about the proper disposal of waste oil.

The improper disposal of waste oil can result in significant adverse impacts to the environment, particularly the soil, surface water, and groundwater.

Funding for the program comes from the fees consumers are charged when purchasing oil.

In the past, this application has been submitted annually as a regional application with the Stanislaus County Department of Environmental Resources acting as the administrating agency.

Because funding authorization is required annually, staff is seeking Council's approval for the Mayor or the City Manager to submit all future funding requests without annual Council reauthorization.

3. BASIS FOR RECOMMENDATION:

A) The program discourages the illegal dumping of waste oil and the City has participated in the program for a number of years.

B) There is no cost to the City of Turlock. Mandatory fees paid by consumers are returned to the community and used for the purpose for which they were established.

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:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Withdraw the letter of authorization signed by the City Manager. This alternative is not recommended because the community will not benefit from outreach and events that encourage the proper disposal of used oil.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE CITY MANAGER'S ACTION OF HAVING SIGNED AND SUBMITTED A LETTER OF AUTHORIZATION TO THE STANISLAUS COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES (DER) TO SUBMIT A REGIONAL APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR FUNDING FROM THE USED OIL PAYMENT PROGRAM (OPP) FOR FISCAL YEAR 2015/16 AND AUTHORIZING THE MAYOR OR THE CITY MANAGER TO SIGN ALL FUTURE LETTERS OF SUPPORT	**RESOLUTION NO. 2015-**

WHEREAS, the California Department of Resources Recycling and Recovery operates the Used Oil Payment Program (OPP) which are block grants to local agencies to encourage the proper disposal of used oil; and

WHEREAS, improper disposal of used oil can result in significant adverse impacts to the environment, particularly the soil, surface water, and groundwater; and

WHEREAS, funding for the program comes from the fees consumers are charged when purchasing oil; and

WHEREAS, Turlock has approximately nine (9) certified used oil collection centers which are inspected and supported by Stanislaus County Department of Environmental Resources (DER) using OPP funds.

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

1. Affirm the City Manager's action of having signed and submitted a letter of authorization to the Stanislaus County Department of Environmental Resources to submit a regional application to the California Department of Resources Recycling and Recovery for the 2015-2016 Used Oil Payment Program; and

2. Authorize accepting the allocation of funds for the Used Oil Payment Program; and

3. If awarded, authorize the City Manager to execute the Grant Agreement and all other necessary documents.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor or the City Manager to submit all future funding requests without annual Council reauthorization.

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:

ATTEST:

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

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Council Synopsis

July 14, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Clark Pest Control for pigeon and bird control abatement, cleanup, removal and prevention services for the City of Turlock Corporation Yard for a period of twelve (12) months, in an amount not to exceed $47,039

Resolution: Appropriating $23,000 each to account number 420-52-550.43150 "Pest Control" and account number 410-51-531.43150 "Pest Control" to be funded by the reserve balances from Fund 420 Water Enterprise and Fund 410 Water Quality Control for pigeon and bird control abatement, cleanup, removal and prevention services

2. DISCUSSION OF ISSUE:

At the Turlock City Corporation Yard, a large flock of pigeons has taken refuge around the various storage buildings. This has resulted in a significant volume of bird droppings on City equipment and vehicles parked or stored under the structures.

Pigeons have a tendency to be a nuisance and are very difficult to control. As well as having an adverse impact on City property, pigeons carry various pests and diseases which are a potential threat to employee health.

There are many products available to deal with the removal and control of pigeons and other nuisance birds. While chemical repellants are effective, their safe use can be challenging. Therefore, the City's action plan is to exclude pigeons and other type of birds from the designated areas with various physical barriers, such as pigeon spikes, with the least amount of visual impact as possible. The physical barriers will force the pigeons to relocate.

Clark Pest Control Commercial Specialists are trained to protect the image of the City's facilities, health of the occupants, and safety of the equipment.

The Purchasing Office solicited formal bids for Pigeon and Bird Control Abatement, Cleanup, Removal and Prevention Services in a Request for Proposal (RFP) 15-319 by publishing the formal bid notice in the local newspaper, the City's website, City's Hall bulletin board, and contacting potential bidders by fax or mail.

Seven (7) vendors were solicited, with one local vendor within the City limits. Clark Pest Control of Modesto was the only bidder who submitted a bid. A recap of the bids is shown below:

1.	Clark Pest Control 480 E. Service Road Modesto, CA 95358	All buildings for Initial clean-up @ $43,139 Quarterly services @ $975 x 4 = $3,900 Total Bid: $47,039
2	Applied Pest Management PO Box 3317 Vallejo, CA	No bid reply
3.	Dewey Pest Control 5030 Salida Blvd Salida, CA 95368	No bid reply
4.	Orkin 1350 Lone Palm Modesto, CA 95351	No Bid reply
5.	Consumer Choice Pest PO Box 1026 Turlock, CA 95381	No bid reply
6.	Area Wide Exterminator 2239 Country Club Stockton, CA 95204	No bid reply
7.	All Pro Bird Control 220 S. Livermore Ave Livermore, CA 94550	No bid reply

Staff is recommending an authorization to award Contract No. 15-069 to Clark Pest Control of Modesto, the only responsive and responsible bidder meeting all specifications and requirements.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award the contract to Clark Pest Control of Modesto, the only responsive and responsible bidder meeting all specifications and requirements, in an amount not to exceed $47,039.

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: $47,039

Budget Amendment
Appropriating $23,000 to account number 420-52-550-43150" Pest Control" and account number 410-51-531.43150 "Pest Control" to be funded by reserve balances from Fund 420 Water Enterprise and Fund 410 Water Quality Control.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. This alternative is not recommended, as the elimination of the pigeon infestation is necessary to protect employees from the health hazards associated with pigeon droppings.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CLARK PEST CONTROL, INC.
for
PIGEON & BIRD CONTROL ABATEMENT, CLEANUP, REMOVAL AND PREVENTION SERVICES FOR TURLOCK CITY CORPORATION YARD

CONTRACT NO. 15-069

THIS AGREEMENT is made this 14TH day of July, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CLARK PEST CONTROL**, Inc. a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for pigeon & bird control abatement, clean-up, removal and prevention services for Turlock City Corporation Yard; 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 Exhibit A. 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 as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A 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 Forty Seven Thousand Thirty Nine

OK for Agenda

and No/100^{ths} Dollars ($47,039.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(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 15, 2015 and ending July 14, 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: **CLARK PEST CONTROL**
ATTENTION: JAMES ROQUE
480 E SERVICE ROAD
MODESTO, CA 95358
PHONE: (209) 556-5200
FAX: (209) 556-5210
EMAIL: JROQUE@CLARKPEST.COM

for CITY: **CITY OF TURLOCK**
ATTN: FELIX ROMERO, UTILITIES SUPERVISOR
MUNICIPAL SERVICES UTILITIES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4452
FAX: (209) FROMERO@TURLOCK.CA.US

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CLARK PEST CONTROL

By: _____

Title: _____

Print name: _____

Date: _____

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 15-319

BID DUE DATE: APRIL 23, 2015

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

PIGEON & BIRD CONTROL, ABATEMENT, CLEAN-UP, REMOVAL AND PREVENTION SERVICES FOR CITY OF TURLOCK CORPORATION YARD

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: CLARK PEST CONTROL

Address: 480 E. SERVICE RD.

City/State/Zip MODESTO 95358

Telephone Number (209) 556-5200 **Fax Number** (209) 556-5210

E-Mail Address JROQUE@CLARKPEST.COM

Authorized Representative (print) JAMES ROQUE

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Pigeon & Bird Control, Abatement, Clean-up, Removal and Prevention Service, dated April 23, 2015, at the prices indicated herein.

Scope of Work / Quote

This project is to provide pigeon or other type of bird control services at Turlock's Corporation Yard at 701 South Walnut Road, Turlock, CA and other locations on an as needed basis.

Work to be done is the following:

1) Perform all prep work to clean up the location(s):
   a) To eliminate pigeons or birds from nesting and roosting.
   b) Waste removal and clean-up and pressure washing of contaminated areas.
   c) Contractor must thoroughly disinfect the site making it safe for workers.
   d) Contractor must apply special enzymatic disinfectants, to break down the remainder of the dropping. To eliminate the accumulation of dropping, then brush cleaned or vacuumed to eliminate the bulk of droppings.
   e) The products are to be non-toxic, environmentally safe, non-flammable & biodegradable.
2) Install "Bird Barrier" netting or equivalent.
3) Install spikes
4) Allow access to light fixtures.
5) The complete job site cleanup to include roof-tops, roof peaks, gutter lines, underneath eaves, window sills and down below on cement, drive way, walkways and patios.
6) Contractor must provide a performance and installation guarantee, up to 5 years.

Description			Amount
All buildings at the Turlock Corporation Yard Initial clean.			$ 43,139.00
Quarterly Service for all facilities	$ 975.00	X 4 =	$ 3,900.00
		Total Bid	$ 47,039.00
List any extra charges not described above:			

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

Early Pay Discount
A 0 % discount is offered for payment within _____ 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: 05721

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☐ Yes ☒ No

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

Name:	JAMES ROQUE		
Phone Number:	(209) 556-5200		
Fax Number:	(209) 556-5210		
Cell Number:	(209) 872-4354	Email Address:	JROQUE@CLARKPEST.com

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

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes X NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. ____, ____, _____

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

Nondiscrimination Clause

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

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

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

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

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

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

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

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

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

(If applicable)
Contractor's License No. 31027 Expiration Date: 12/16
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.

CLARK PEST CONTROL
Company Name

Signature of Authorized Representative

952575960
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.

PEST MANAGEMENT METHODS

Bird Exclusion Work Objective:

Clark Pest Control's (CPC) goal is to exclude pigeons from the designated exclusion areas with the least amount of visual impact as possible. Clark Commercial Specialists are trained to protect the image of your facility, health of its occupants, safety of the equipment and product inventory associated with the facility.

Bird Exclusion Scope of Service Summary for Repairing Netting:

- Removal of pigeon droppings, carcasses and any accessible nests
- Areas where there are bird droppings need to be made accessible for use to perform clean up
- All collected droppings, nests and carcasses will be disposed of off site
- Disinfectants will be used to neutralize dropping residue
- Any existing spikes that will interfere with the new exclusion netting will be removed
- Netting exclusion work will be done on the Maintenance Canopy, Parks Canopy and Maintenance / Parks Canopy
- Designated exclusion areas must be made available for exclusion work to be completed
- CPC will perform exclusion work during our normal business hours *(Mon-Fri 8-5)*
- CPC requests four temporary contract access badges for the length of the job which will give us access to the designated work site.
- Before work is started CPC will require a meeting with city personnel who will be responsible for handling this project to cover any last minute questions or concerns
- Black – 3/4" netting will be used to exclude all urban birds from roosting and nesting on beams above the netting
- Netting will be hung tight to the beam's canopy and side walls that have exposed beams
- Steel components will be used to attach netting
- Exclusion work will follow contour of the beam structure
- New updated wide spikes will be used on the light fixtures that hang below the exclusion netting
- Any lights that are on the inside of the netting design will have access clips installed
- The maintenance shop and Public Service Building will get exclusion work on 5' of the gutters of each corner of the building and 5' of the ridge line siding. A combination of hardware cloth and foam will be used to perform this exclusion work. This exclusion work will help prevent birds from nesting in the corners of the building
- A knuckle boom lift will be used to perform the exclusion and cleanup work
- This proposal is valid for 60 days *(after 60 days re-inspections will need to take place before any work can be performed)*

PEST MANAGEMENT METHODS

Pigeon Trapping Objective:

We will be trapping live birds in custom built cages. Our goal will be to drastically reduce the pigeon population currently roosting and nesting at the facility.

Pigeons have an extremely strong homing instinct and the most effective way for bird abatement to be done, in most cases, is to physically remove the birds in combination with exclusion.

Clark Pest Control cannot guarantee total elimination of pigeons due to trap shyness exhibited by some pigeons.

Pigeon trapping Scope of Service:

- Determine the habits of the existing pigeon population i.e. loafing, roosting and nesting
- A trap will be strategically placed in a secure area on the ground of the corporation yard
- Traps will be pre-baited for approximately 2 weeks, after which time traps will be set to catch live birds
- The pigeon traps must be made accessible on a weekly basis
- The traps will be monitored and maintained weekly
- Pigeons will be removed from trap and taken off sight
- We ask that this service stay in place for at least 60 days

Thank you for your consideration

City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

CLARK PEST CONTROL INC
480 E SERVICE RD
MODESTO, CA 95358-9491

TMC 3-1-103 PERSONS REQUIRED TO PAY A LICENSE TAX FOR TRANSACTING AND CARRYING ON ANY BUSINESS UNDER THIS CHAPTER SHALL NOT BE RELIEVED FROM THE PAYMENT OF ANY FEE OR TAX FOR THE PRIVILEGE OF CARRYING ON ANY SIMILAR OR RELATED ACTIVITY REQUIRED UNDER ANY OTHER PROVISION OF THIS CODE.

WHERE APPROVAL, CLEARANCE, OR A PERMIT TO CONDUCT A BUSINESS IS OTHERWISE REQUIRED BY THE PROVISION OF THIS CODE, ISSUANCE OF A LICENSE DOES NOT CONSTITUTE SUCH APPROVAL OR CLEARANCE.

The Business License Tax Certificate below must be displayed in your place of business.
To display, fold this form in thirds by folding at each of the dotted lines.

Business License Tax Certificate Issued to

CLARK PEST CONTROL INC

480 E SERVICE RD
MODESTO, CA 95358-9491

LICENSE NUMBER **65721**
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.

17

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $23,000 EACH TO ACCOUNT NUMBER 420-52-550.43150 "PEST CONTROL" AND ACCOUNT NUMBER 410-51-531.43150 "PEST CONTROL" TO BE FUNDED BY RESERVE BALANCES FROM FUND 420 WATER ENTERPRISE AND FUND 410 WATER QUALITY CONTROL FOR PIGEON AND BIRD CONTROL ABATEMENT, CLEAN-UP, REMOVAL AND PREVENTION SERVICES	**RESOLUTION NO. 2015-**

WHEREAS, this specialized service is essential for the protection of our employees, equipment and facilities; and

WHEREAS, additional funding is needed for pigeon and bird control abatement, clean-up, removal and prevention services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $23,000 each to account number 420-52-550.43150 "Pest Control" and account number 410-51-531.43150 "Pest Control" from the Fund 420 Water Enterprises and 410 Water Quality Control reserve balances for pigeon and bird control abatement, cleanup, removal and prevention services for City of Turlock's Corporation Yard.

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:

ATTEST:

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

5M

Council Synopsis

July 14, 2015

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes

2. DISCUSSION OF ISSUE:

The City of Turlock and Kid Time Fitness, intend to work together to implement youth gymnastic classes for the year July 2015 to July 2016. This program is designed to teach children ages 4 – 15 the fundamentals and skills of gymnastics. All program activities will take place at City of Turlock facilities. This is a renewal contract between the City of Turlock and Kid Time Fitness.

3. BASIS FOR RECOMMENDATION:

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

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will pay Kid Time Fitness 60% of net program fees and include a detailed report that includes date, location and session that is being paid. The City of Turlock will retain 40% of the net revenue, plus $6.00 administrative fee per registration received for the program. No additional monies are required for this program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to enter into a Contract with Kid Time Fitness to provide youth gymnastic classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Kid Time Fitness
for
Youth Gymnastics Classes
CONTRACT NO. 15-073

THIS AGREEMENT is made this 14th day of July, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Kid Time Fitness, a youth gymnastics provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for youth gymnastics classes; and

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

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

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

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY. CITY is not responsible for compensation of equipment, materials or supplies damaged that are left or stored in CITY facilities.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in

OK for Signature

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

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus participation fee of $6.00,, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

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

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

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

(c) Non-Appropriation of Funds:

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 14, 2015 and ending July 14, 2016, subject to CITY's availability of funds.

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

or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (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) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(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) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (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, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) 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 INDEPENDENT CONTRACTOR shall provide CITY thirty (30) days' 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: INDEPENDENT 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 INDEPENDENT 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, INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

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

INDEPENDENT CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the INDEPENDENT CONTRACTOR in fulfillment of this Agreement. INDEPENDENT CONTRACTOR has control over the manner and means of performing the services under this Agreement. INDEPENDENT CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, INDEPENDENT CONTRACTOR has the responsibility for employing other persons or firms to assist INDEPENDENT CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

provisions contained in this Agreement and no others.

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For INDEPENDENT CONTRACTOR:
KID TIME FITNESS
ATTN: TANAIA GREEN
1920 W. CHAMBERLAIN DR
TURLOCK, CA 95382
PHONE: (209)345-0568
FAX: N/A

For CITY:
CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

OR

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

KID TIME FITNESS

By: _____

Title: _____

Date: _____

Print name: _____

EXHIBIT A
SCOPE OF SERVICES

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide Youth Gymnastics classes to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Director or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 60% of registration fees minus a $6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The city of Turlock Parks, Recreation and Public Facilities Department will pay INDEPENDENT CONTRACTOR from registrations received for each class session. Compensation will not exceed $4,500 for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration close.

SUBCONTRACTORS
In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

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

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

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

COORDINATION OF WORK
INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s)

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

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 15-073
between
THE CITY OF TURLOCK
and
KID TIME FITNESS

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

1. **Automobile Liability Insurance**
   Kid Time Fitness will not be using an automobile as part of his/her work or services under this Agreement.

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

Dated: July 14, 2015

_____
Tanaia Green, Owner

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

5N

Council Synopsis

July 14, 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 to modify the standard Purchase Order form to create a second page for terms and conditions

2. DISCUSSION OF ISSUE:

In June 2015 New World Systems and City of Turlock staff worked together to deploy a feature in the software that enables us to transmit purchase orders to vendors electronically. Once operational, staff realized that the purchase order transmitted electronically did not include the City of Turlock's purchasing terms and conditions.

3. BASIS FOR RECOMMENDATION:

This agreement will have New World Systems staff modify the standard purchase order form to create a second page with the City of Turlock's terms and conditions.

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 - None

Amount is covered by an amount currently budgeted in 240-00-000-200.51005_002 "Communications Financial Software".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. Council may deny the funding for the purchase order form modification.

New World Systems®
The Public Sector Software Company

RFS Authorization Form

SOFTWARE MODIFICATIONS / ENHANCEMENTS AT CUSTOMER EXPENSE

Customer Name: Turlock, CA
Application: FM
Release Level:
Date: 6/8/2015

New World Ref. # **2153904**

Unless otherwise specified, this project will be scheduled on the first available date. Scheduling will take place upon receipt of a signed copy of this document.

In response to your Request for Service we are pleased to offer the following estimate. To begin work on this project, please sign below and return to New World Systems.

Add a second page with Terms and Conditions to the standard SSRS PO Form.

Modifications to the base form include:

1. Modify the standard SSRS PO Form to create a second page using the attached Terms and Conditions.

Warranty period expires 30 days after initial delivery.

The cost for this program includes programming, quality testing, electronic delivery, and set up assistance. This project is considered custom software. Upgrades to custom software required by release changes could result in custom software upgrade fees.

Cost, Invoicing & Warranty Information:

The Project Cost below includes all technical work including: design, programming, and up to 0 hours of on-site Project design based on up to 0 trip(s) to your location.
Travel expenses for this work are estimated at $0.00.
Actual travel expenses and any on-site support hours in addition to the amounts above will be invoiced at the actual amounts as provided in Exhibit B of your Software License and Services Agreement.
All payments are due within 30 days of the actual invoice date. Estimate good for 30 days.

COSTS		INVOICING	Invoiced Upon Customer Approval To Proceed	Invoiced Upon Delivery of Software
Project Cost $	**$1,500.00**		**$0**	**$1,500**
Travel Expenses $	**$0.00**		**$0**	**$0**
Budgeted Total Cost: $	**$1,500.00**		**$0**	**$1,500**

New World provides warranty and maintenance on the above modifications / enhancements for 30 days. Please test the software immediately upon delivery.

IMPORTANT: Please return this signed approval form to New World to start this project. Keep a copy for your records.

Customer Liaison Approval:

Signature: _____ Date: _____
Title: _____ Phone #: _____

Internal Use Only:

Completed By: Date Completed:

CITY OF TURLOCK PURCHASE ORDER TERMS AND CONDITIONS

1. **Contract**: Unless the City of Turlock and Vendor have both signed a separate written agreement, this purchase order and any referenced attachments constitute the City's offer to Seller/Vendor and shall become a binding contract on Seller's acceptance through acknowledgement or commencement of performance.
2. **All Shipments are F.O.B. Delivered**: Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Purchase Order.
3. **Taxes**: Unless otherwise provided herein or required by law, Vendor, except out-of-state*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this Purchase Order; and Vendor shall indemnify and hold harmless the City of Turlock from any liability and expense by reason of Vendor's failure to pay such taxes or contributions. *NOTE: Out-of-state vendors without a California Sales and Use Tax Permit should not include sales tax on their invoice. City will pay the use tax directly to the California State Board of Equalization.
4. **Acceptance and Payment**: Acceptance shall be made when the City determines the goods or services conform to the Order, or when City notifies Seller that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are Net 30 days Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the City. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to City no later than June 30th to facilitate City fiscal year end closing. In connection with any cash discount specified in the Order, for the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City check.
5. **Change Orders**: The City shall have the right to revoke, amend or modify this Purchase Order at any time. Vendor's receipt of City's written change order without response received by the City within ten days or Vendor's shipment or other performance reflecting the change, whichever occurs first, shall be Vendor's acceptance of the change without any price or other adjustments. **Substitutions, Changes and Prices** other than specified must be authorized in writing by the City.
6. **Additional or Inconsistent Terms**: Any term or condition set forth in any acknowledgment form provided to City by Vendor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Vendor objects to any term or condition set forth therein, this objection must be in writing and received by City's Purchasing Agent identified on the Purchase Order prior to Vendor's delivery of product(s) or services. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.
7. **Assignment or Subcontracting**: No performance of this Purchase Order or any portion thereof may be assigned or sub-contracted by the Vendor without the express written consent of the City, which may be withheld for any reason. Any attempt by the Vendor to assign or sub-contract any performance of this Purchase Order without the express written consent of the City shall be invalid and shall constitute a breach of this Purchase Order.
8. **Title**: Vendor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to defend and hold City free and harmless against any and all claimants to said article, material or work. Title to the materials and supplies purchased hereunder shall pass to the City at the F.O.B. point designated on the face hereof, subject to the right of the City to reject upon inspection.
9. **Warranty and Quality Inspection**: Vendor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Vendor of any obligation hereunder. If, in City's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Vendor shall promptly replace same at Vendor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
10. **Right to Cancel**: City shall have the right to cancel at any time for Vendor's breach of any provisions of this order, including failure to meet their stated delivery schedule. City may cancel all or any portion of this order if Vendor, in City's judgment, is failing to make sufficient progress as to endanger performance of this order in accordance with its terms.
11. **Time for Performance and/or Delivery**: Time is of the essence in the performance and/or delivery of services and/or items procured by this Purchase Order. If service and/or delivery cannot be provided by the specified time, Vendor shall promptly notify City of the earliest possible date for performance and/or delivery. Notwithstanding such notice, if Vendor, for any reason whatsoever, fails to fulfill the obligations of this Purchase Order within the time specified, City may terminate the Purchase Order or any part thereof without liability except for work previously performed and/or items already delivered and accepted.
12. **Indemnification**: To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless City and it's elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of or in connection with the performance of the Work, both on and off the job site, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use therefrom, and (2) is caused in whole or in part by any act, error, or omission of the Vendor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable, regardless of whether or not it is caused in part by any act, error, or omission (active, passive, or comparative negligence included) of any party indemnified hereunder; provided however, that nothing herein shall relieve any party indemnified hereunder from liability to the extent that such liability arises from such party's sole established negligence, willful misconduct, or active negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this section on indemnity. Vendor's obligation to indemnify City shall not be restricted to insurance proceeds.
13. **Compliance with Law**: Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order. Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA.
14. **Default**: If the Vendor willfully violates any of the conditions or covenants of the Purchase Order, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by the Purchase Order, or if the Vendor should be adjudged a bankrupt, or if Vendor should make a general assignment for the benefit of Vendor's creditors, or if a receiver should be appointed on account of Vendor's insolvency, or the Vendor or any of Vendor's subcontractors should violate any of the provisions of this Purchase Order, the City may serve written notice upon the Vendor of the City's intention to terminate this Purchase Order. This notice of intent to terminate shall contain the reasons for such intention to terminate this Purchase Order, and a statement to the effect that the Vendor's right to perform this Purchase Order shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.
15. **Insurance**: Vendor shall maintain Worker's Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect Vendor and Vendor's obligations hereunder to protect the City from claims due to personal injury, including death, and damage to property, which may arise from operation under this Purchase Order. The Vendor may be required to file with the City certificates of such insurance. Failure to furnish such evidence, if required, may be considered a material default of the vendor.
16. **Licenses and Permit**: The Vendor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, articles, or services herein listed. All operation & materials shall be in accordance with the law.
17. **Assignment of Claims**: Claims for monies due or to become due under this contract shall be assigned only pursuant to prior written consent of the City Purchasing Agent or designated representative.
18. **Governing Law**: This Purchase Order shall be deemed to be made in the County of Stanislaus, State of California and shall in all respects be construed and governed by the laws of the State of California.

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Supporting the designation of Highway 132 as the John Muir Highway

2. DISCUSSION OF ISSUE:

The route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing county-maintained J-132 route above historic Coulterville. The Mariposa County Board of Supervisors and John Muir historians have secured for the J-132 segment the designation of the John Muir Highway.

The John Muir Geotourism Center, the nation's first geotourism center, which is headquartered in Coulterville, is seeking an extension of the John Muir Highway designation to the full length of the State Route 132 corridor from its western connections with I-5 and I-580 to Coulterville. This designation is intended to memorialize the traditions and accomplishments of John Muir and provide a marketing brand for Route 132, an under-appreciated alternate route to Yosemite National Park, which through creative marketing could become a popular travel option for tourists from northern California and beyond.

The John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin River Valley, as well as the Sierra, and has expressed support for the efforts of the cities within Stanislaus County to examine means to increase regional tourism and recreational opportunities.

At a recent StanCOG meeting, representatives from the John Muir Geotourism Center presented information and requested consideration that City Councils of each city located within Stanislaus County provide Resolutions of Support for the John Muir Highway designation. Upon approval and receipt of each city's Resolution of Support, StanCOG will then take formal action to express support of the designation on behalf of all Stanislaus County cities.

3. BASIS FOR RECOMMENDATION:

A. Approval may increase regional tourism and recreation opportunities.

Strategic Plan Initiative: E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT

1) h. Recognize regional and local economic development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At this time there is no anticipated fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve support for the designation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPPORTING THE DESIGNATION OF HIGHWAY 132 AS THE JOHN MUIR HIGHWAY	}	**RESOLUTION NO. 2015-**

WHEREAS, the route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing county-maintained J-132 route above historic Coulterville; and

WHEREAS, the Mariposa County Board of Supervisors and John Muir historians have secured for the J-132 segment the designation of the John Muir Highway; and

WHEREAS, the John Muir Geotourism Center, the nation's first geotourism center, which is headquartered in Coulterville, is seeking an extension of the John Muir Highway designation to the full length of the State Route 132 corridor from its western connections with I-5 and I-580 to Coulterville; and

WHEREAS, this designation is intended to memorialize the traditions and accomplishments of John Muir and provide a marketing brand for Route 132, an under-appreciated alternate route to Yosemite National Park, which through creative marketing could become a popular travel option for tourists from northern California and beyond; and

WHEREAS, tourism is known to be a vital source of income, especially for jurisdictions that work cooperatively within a regional framework that connects areas of common values and sites of interest; and

WHEREAS, the John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin River Valley, as well as the Sierra, and has expressed support for efforts within Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby endorse the efforts of the John Muir Geotourism Center to create a tourism development program for Highway 132 beginning with branding of the route as the John Muir Highway.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby encourage representatives of the John Muir Geotourism Center and cities located within Stanislaus County to jointly examine means to increase regional tourism and recreational opportunities.

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:

ATTEST:

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

LAW OFFICES OF

DEAN PETRULAKIS

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

5P

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.

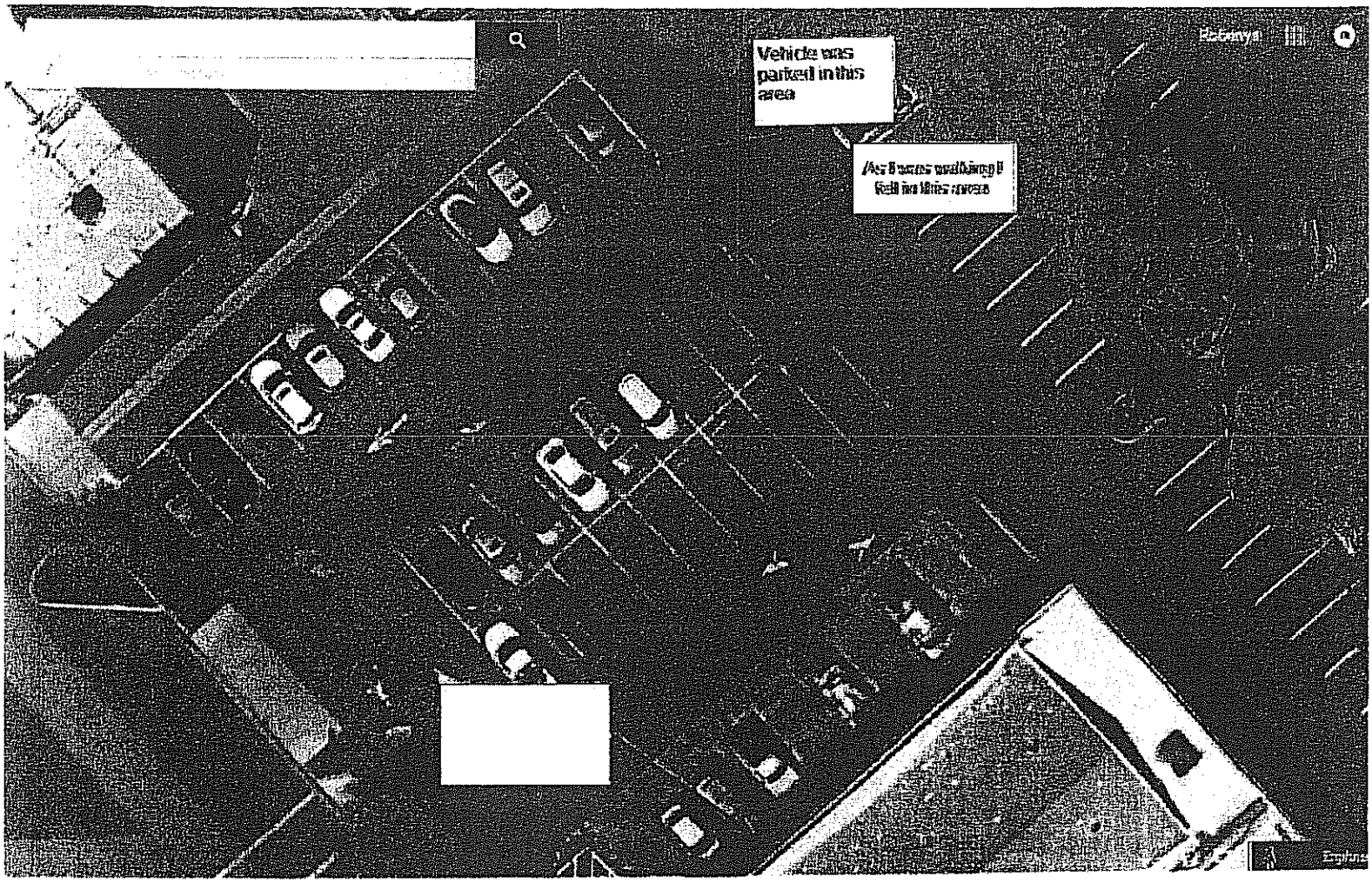
Sincerely,

Dean Petrulakis

DP/tlj
enclosures

Exhibit 1

RECEIVED
JUN – 5 2015
CITY ATTORNEY



RECEIVED

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.

Clerk of the Board
Administrative Services

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#: [redacted] **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:** [signature]

If signed by representative:

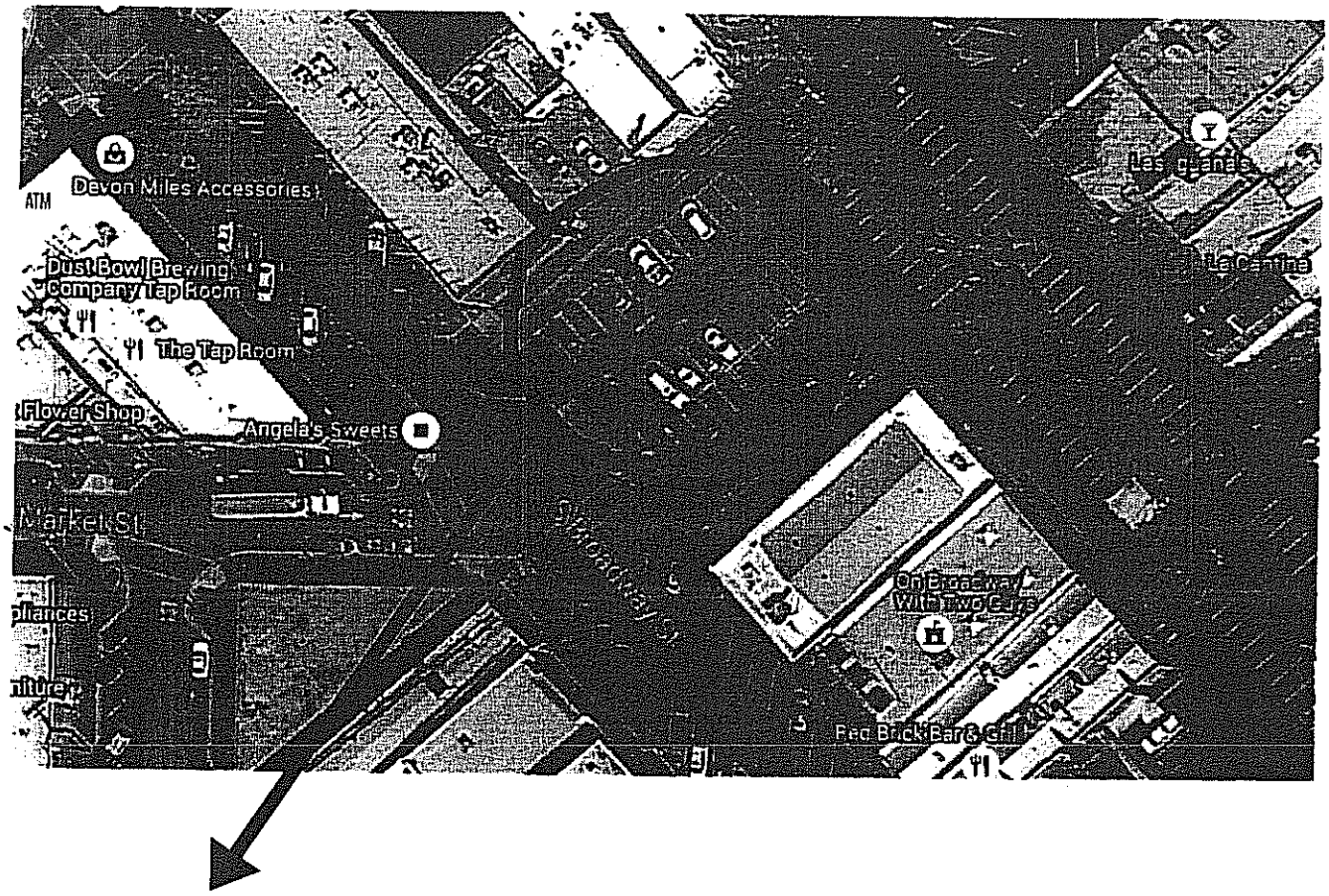
Print Representative's Name Dean Petrulakis, Esq. Telephone (209) 522-6600

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

Relationship to Claimant Attorney for Robeyna Davidoff

March 2014

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.

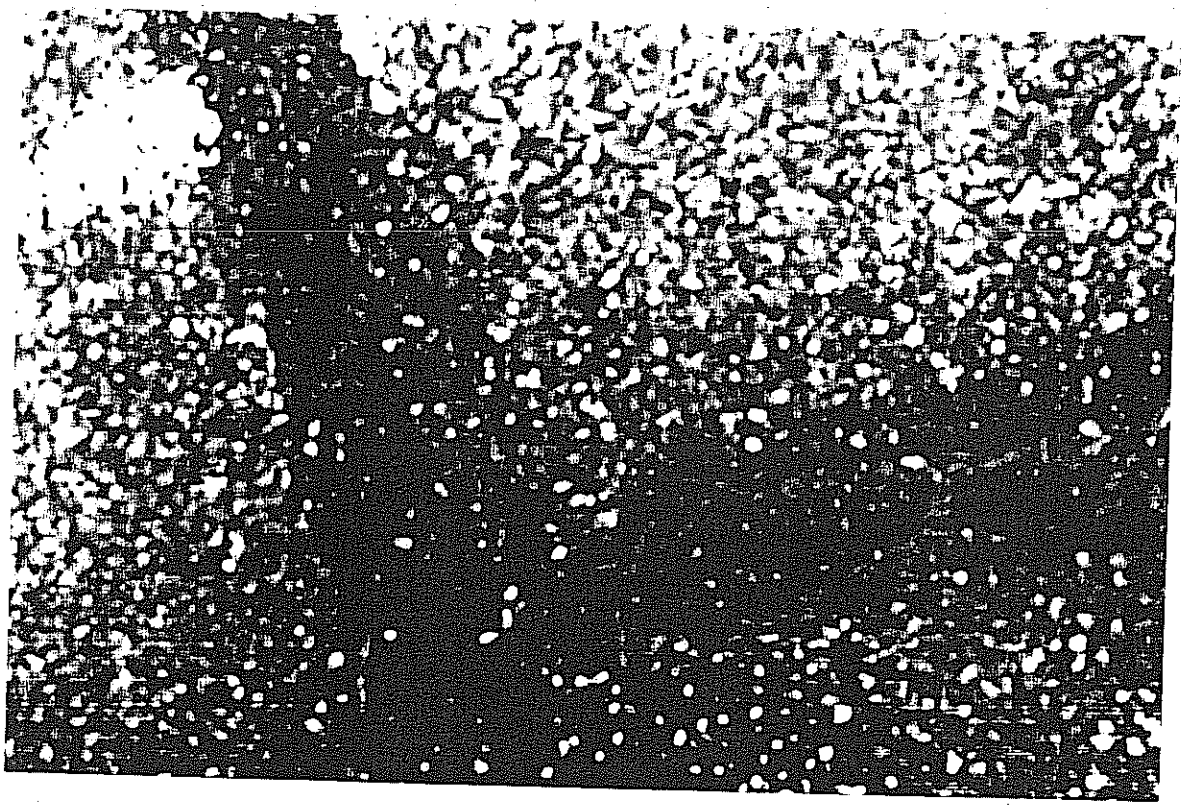
The City of Turlock willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity.

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



5Q

FOWLER | HELSEL | VOGT

TEL 559-283-8091
FAX 559-283-8415
EMAIL ADDRESS:
JASON@FHVLAW.COM

RECEIVED
JUN 15 2015
Office of the
City Clerk

June 11, 2015

VIA CERTIFIED MAIL / RETURN RECEIPT
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
Turlock, California 95380

Re: Robin Manzano / DOB – 10/09/1957

NOTICE OF GOVERNMENT CODE CLAIM
AGAINST CITY OF TURLOCK
(Government Code § 910 et seq.)

To Whom It May Concern:

On May 13, 2015, my office sent you a completed "City of Turlock – Claim Form" on behalf of our client, Robin Manzano. Enclosed please find the original claim form that was mailed to your office and subsequently returned.

On or about May 26, 2015, our office received a "Notice of Insufficiency of Claim and Return without Action" (hereinafter, the "Notice of Insufficiency") from you indicating that "the claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure." The Notice further advised that the claim could be amended within fifteen (15) days.

Although we believe the original claim was sufficient, and disagree with your contention that the original claim was somehow deficient, this letter shall constitute a new notice of our client's intentions to commence legal action against the City of Turlock.

YOU ARE HEREBY NOTIFIED that Claimant, ROBIN MANZANO (hereinafter, "Claimant" or "Manzano") intends to commence a legal action/claim against the City of Turlock.

1. The Claimant's post office address is P.O. Box 1500, Turlock, California 95381.

2. Notices concerning the claim should be sent to Manzano's attorneys of record, Jason A. Helsel, Esq., at FOWLER | HELSEL | VOGT located at 1401 Fulton St., Suite 802, Fresno, California 93721.

3. Claimant may be contacted through counsel at (559) 283-8091.

TEL 559-283-8091
FAX 559-283-8415

The date, time, and legal basis for the claim is that you and other known and unknown defendants to be named in the action were negligent in maintaining a sidewalk located at approximately 555 E. Main Street, Turlock, California 95380 on or about January 21, 2015. Specifically, on or about January 21, 2015, you failed to adequately maintain and repair that section of sidewalk located at approximately 555 E. Main Street, Turlock, California 95380 by allowing the sidewalk to become uneven and raised in certain areas, thereby creating a trip hazard to pedestrians. You further failed to adequately warn pedestrians accessing the sidewalk in the above-described area of the uneven sidewalk and resulting trip hazard. The failure to adequately maintain and repair the uneven sidewalk, or adequately warn pedestrians of the uneven sidewalk and trip hazard, caused Claimant to fall on her face and suffer serious injuries.

As a result of such negligence, Manzano sustained injuries, damages, and losses, to the extent presently known, as follows: physical injuries including but not limited to a broken nose, medical and related expenses, pain and suffering, emotional distress and impairment of enjoyment of life in an amount according to proof at trial but which will exceed $25,000.

This notice is based upon the facts as presently known. There may be other or additional injuries, damages, and expenses still to be ascertained, which will be included in the complaint for negligence.

Very truly yours,

FOWLER | HELSEL | VOGT

Jason A. Helsel, Esq.

Enclosures

1401 FULTON STREET | SUITE 802 | FRESNO | CALIFORNIA | 93721

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
MAY 15 2015
CITY ATTORNEY

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

CLAIM AGAINST: City of Turlock, 156 S. Broadway, Turlock, CA 95380
(Name of Entity)

Claimant's name: Robin Manzano

SS#: [redacted] **DOB:** 10/09/1957 **Gender:** Male ___ Female ✓

Claimant's address: Post Office Box 1500, Turlock, CA 95381

Claimant's Telephone Number(s): Claimant may be contacted through her attorney at (559) 283-8091

Address where notices about claim are to be sent, if different from above: Fowler | Helsel | Vogt
1401 Fulton Street, Suite 802, Fresno, CA 93721

Date of incident/accident: January 21, 2015

Date injuries, damages, or losses were discovered: Broken Nose

Location of incident/accident: City Side Walk at approximately 555 E. Main St., Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? Failed to adequately warn or make safe the unleveled city curb and sidewalk at approximately 555 E. Main St., Turlock, CA 95380
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? Economic and Non-Economic Damages
(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)? Calculations are under investigation and will be provided upon receipt
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 5/13/15 **Signature:** [signature]

If signed by representative:

Print Representative's Name Jason Helsel, Esq. Telephone (559) 283-8091

Address 1401 Fulton Street, Suite 802, Fresno, CA 93721

Relationship to Claimant Attorney

March 2014

5R RECEIVED
MAY 29 2015
CITY ATTORNEY

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.

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

CLAIM AGAINST: City of Turlock
(Name of Entity) *Parent: MARISSA Perez*

Claimant's name: JASMIN Simpson

SS#: [redacted] **DOB:** 09-24-01 **Gender:** Male ___ Female X

Claimant's address: 521 Lewis st. Turlock, CA 95380

Claimant's Telephone Number(s): (209) 589-6462 cell# (209) 632-2702 work#

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

Date of incident/accident: May 19, 2015

Date injuries, damages, or losses were discovered: May 19, 2015

Location of incident/accident: Turlock Sr. High School 3951 N. Walnut Rd. Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? N/A

(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)? N/A

What specific injuries, damages, or losses did claimant receive? Please See Attached Diagrams & Sheets for Description on what happened.

(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 . (Negotiable)

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)? ___

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

Date Signed: 5/29/2015 **Signature:** Marissa Perez

If signed by representative:

Print Representative's Name MARISSA Perez Telephone (209) 589-6462 WORK#(209)632-2702

Address 521 Lewis st. Turlock, CA 95380

Relationship to Claimant Parent / Mother

May 29, 2015

Regarding: Jasmin Simpson

To whom it may concern:

On May 19, 2015 an accident occurred involving my 13-year old daughter Jasmin Simpson. The accident happened at the Turlock Junior High School located at 3951 N. Walnut Rd Turlock, Ca approximately at 4:50pm. Jasmin Simpson was under the care of the afterschool program ran by the City of Turlock. A witness by the name of Katerina, a recreational leader saw the entire accident. My daughter Jasmin Simpson was standing by the school gym double doors and the removable pole in between the doors was not placed on securely therefore, it fell striking Jasmin on the head extremely hard causing a severe head concussion.

I arrived at the Turlock Junior High School at approximately 5pm at that time I called my daughter's cell phone as I always do to tell her I have arrived at the school. At that time one of rec leaders answered her phone and said there had been an accident and I needed to get down and see her. At that time they were filling out an accident report and Jasmin had Ice on her head, the rec leader asked me if I wanted an ambulance called and I declined and I immediately took her to the ER at Emanuel Medical Center in Turlock which she was seen by Dr. Williamson. He did an examination and diagnosed her with a head concussion. At this time he did not want to order a CT scan due to the high radiation unless she returned back to the ER with vomiting. The physician gave me a prescription for pain and nausea medication, he also told us to put an ice pack on her head where she had a large lump.

He took her off school for one day and PE for the rest of the week. He said to keep an eye out for her and follow up with her pediatrician if symptoms progressed worse. The next day May 20, 2015 she woke up with a migraine headache, chronic head pain, dizziness and nausea. I immediately called her pediatrician and advised me to bring her in right away. Dr. Ostrea M.D at Turlock Pediatric medical did a physical examination and felt she needed a CT scan of her head. Due to her continued symptoms and took her out of school and PE for that week.

A CT scan was performed on May 21, 2015 which showed no fracture of the of skull or no hemorrhage. Dr. Ostrea M.D said Jasmin has a severe head concussion and symptoms can last weeks to months. Dr. Ostrea M.D is having Jasmin coming back for a follow-up appointment and if the migraine headaches persist she will be referred to a neurologist.

As far as medical bills they are pending and are ongoing. Jasmin is having post-concussion symptoms which can be permanent and possible need future treatment. Please see attached diagrams.

I am requesting compensation for her medical bills, prescriptions and pain and suffering. I will consider an out of court settlement in this personal injury case.

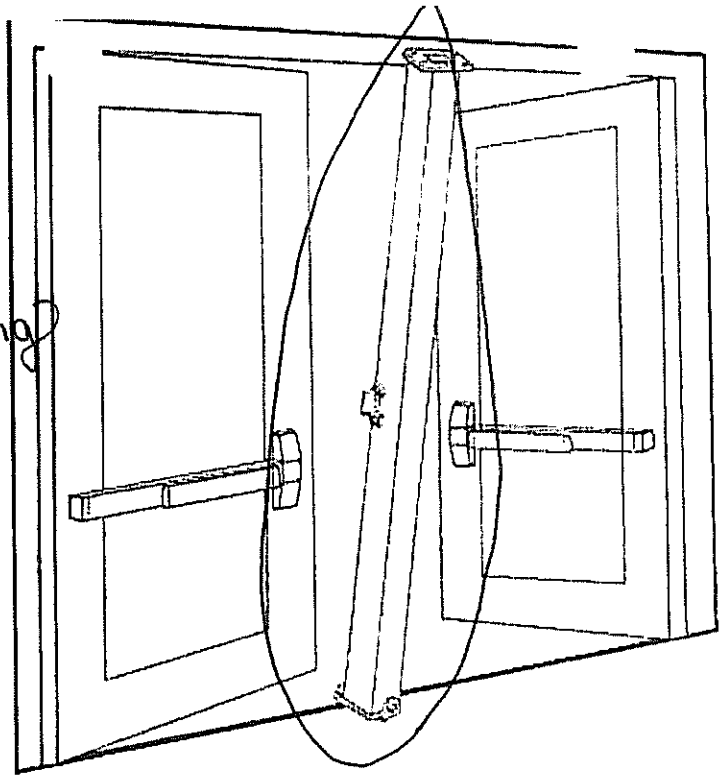
Thank you,

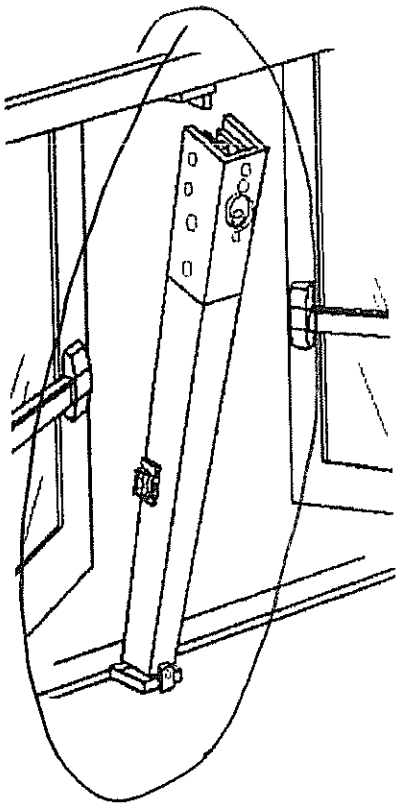
Marissa Perez

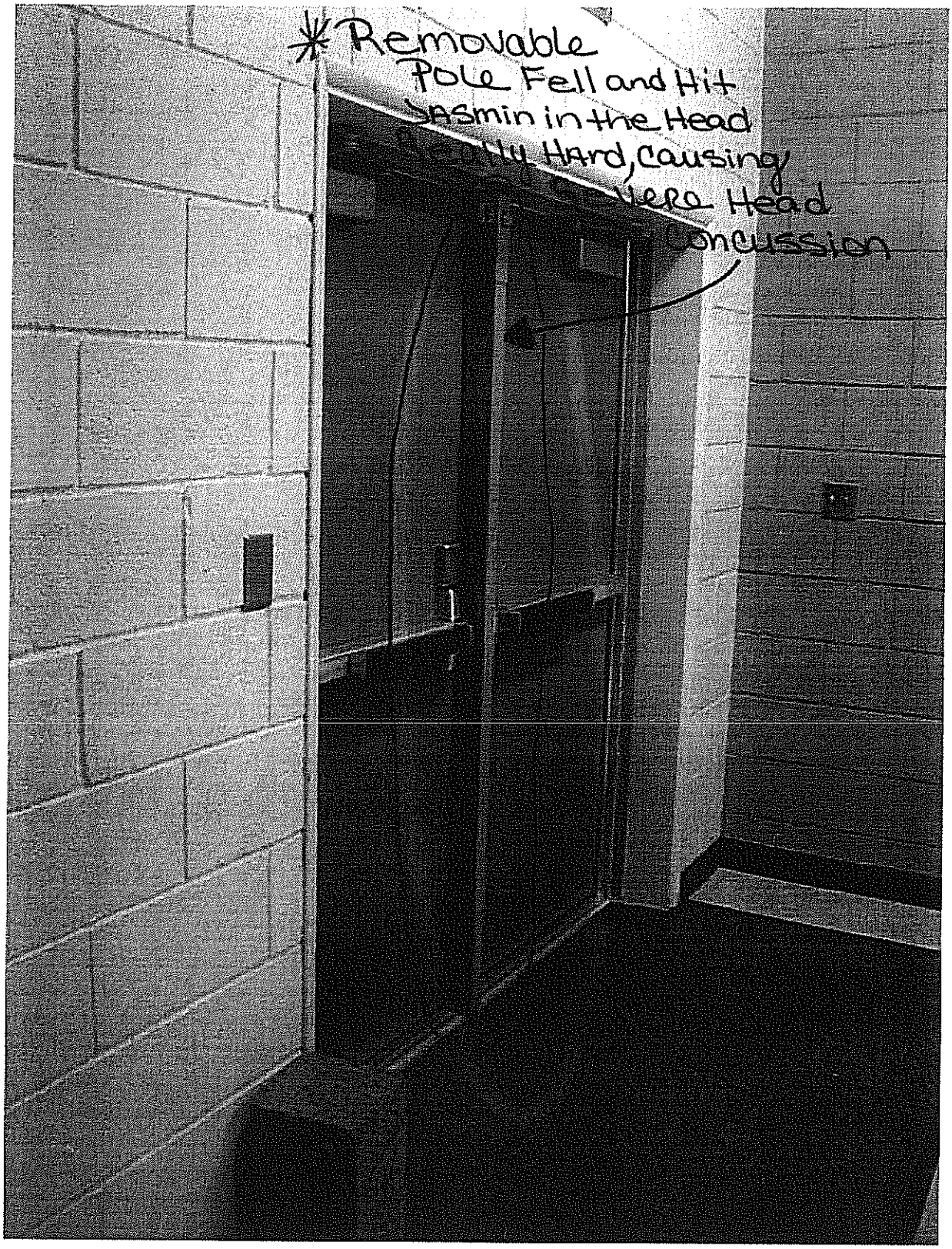
Marissa Perez

(209) 589-6462

Removable Pole was Not put on Secure. Therefore the Pole Fell Striking Jasmin on her Head Causing Severe Head Concussion.






*Removable
Pole Fell and Hit
Jasmin in the Head
Hard, Causing
Severe Head
Concussion

5s

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Evidencing the City of Turlock's intent to provide 2,000 acre-feet per year of Recycled Water (also known as "Baseline Water") to the Turlock Irrigation District subject to the terms and conditions of a Water Sales Agreement acceptable to Turlock Irrigation District and the Stanislaus Regional Water Authority

2. DISCUSSION OF ISSUE:

The City of Turlock is a member of the Stanislaus Regional Water Authority (SRWA). The SRWA and the Turlock Irrigation District (TID) are currently negotiating a water sales agreement.

On June 26, 2015, the SRWA Board approved and submitted a draft water sales agreement to TID for their consideration. It is anticipated that additional negotiations will occur between the SRWA and TID. However, in the interim, the City of Turlock would like to evidence its intent to provide 2,000 acre feet per year of recycled water (also known as "Baseline Water" under the draft water sales agreement) to TID, on behalf of the SRWA, subject to the terms and conditions of a water sales agreement that is acceptable to TID and SRWA.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: D). POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE:

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

i) Surface Water project
viii) Beneficial reuse of recycled water
ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES: N/A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EVIDENCING THE CITY OF TURLOCK'S INTENT TO PROVIDE 2,000 ACRE-FEET PER YEAR OF RECYCLED WATER (ALSO KNOWN AS "BASELINE WATER") TO THE TURLOCK IRRIGATION DISTRICT SUBJECT TO THE TERMS AND CONDITIONS OF A WATER SALES AGREEMENT ACCEPTABLE TO TURLOCK IRRIGATION DISTRICT AND THE STANISLAUS REGIONAL WATER AUTHORITY	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock is a member of the Stanislaus Regional Water Authority (SRWA), a California Joint Powers Authority; and

WHEREAS, the SRWA and Turlock Irrigation District (TID) are currently negotiating a water sales agreement; and

WHEREAS, on behalf of the SRWA, the City of Turlock is willing to provide 2,000 acre-feet per year of baseline recycled water to TID, subject to the terms and conditions of a water sales agreement that is acceptable to TID and SRWA.

NOW, THEREFORE, BE IT RESOLVED THAT, on behalf of the SRWA, the City Council of the City of Turlock does hereby evidence its intent to provide 2,000 acre- feet per year of recycled water to TID subject to the terms and conditions of a Water Sales Agreement that is acceptable to TID and SRWA.

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:

ATTEST:

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

CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF 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)]	}	**ORDINANCE NO. -CS**

WHEREAS, in accordance with City Council Resolution 99-021 and Chapter 3 of the Turlock General Plan (New Growth Areas and Infrastructure), the City of Turlock has prepared an area-wide plan for Master Plan Area Southeast 1, otherwise known as "Morgan Ranch"; and

WHEREAS, the Morgan Ranch Master Plan area is generally bounded by by Lander Avenue on the west, Glenwood Avenue on the north, Golf Road on the east, and State Highway 99 on the south as shown in Exhibit A, attached hereto; and

WHEREAS, the properties affected by this Resolution are described in Exhibit B, attached hereto; and

WHEREAS, the Morgan Ranch Master Plan establishes land use development standards within the Morgan Ranch Master Plan Area pursuant to TMC §9-1-110(a)(2); and

WHEREAS, the zoning, policies and land use development standards contained in the Morgan Ranch Master Plan shall govern the development of the Morgan Ranch Master Plan area including, but not limited to: General Plan land use designations, zoning, land use and development standards, circulation, parks and recreation, and public facilities and services; and

WHEREAS, the proposed rezone is consistent with the Morgan Ranch Master Plan adopted by Council Resolution 2015-130; and

WHEREAS, the proposed rezone is consistent with the adopted General Plan Amendment 2010-01 (Morgan Ranch Master Plan) that was adopted by Council Resolution 2015-131; and

WHEREAS, the Turlock Planning Commission unanimously recommended that the City Council approve Rezone 2010-01 (Morgan Ranch Master Plan) on April 2, 2015; and

WHEREAS, the City Council of the City of Turlock certified the Final Environmental Impact Report by Council Resolution 2015-129; and

WHEREAS, at a properly noticed public hearing held on June 23, 2015, the City Council considered the testimony and evidence presented by the public in making its decision on the project.

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

SECTION 1. FINDINGS. The City Council of the City of Turlock hereby makes the following findings for adoption of Rezone 2010-01 (Morgan Ranch Master Plan):

1. That the proposed rezoning is consistent with the General Plan and the Morgan Ranch Master Plan.
2. That the site is physically suited for the type of potential development.
3. That the site is physically suitable for the potential intensity of the proposed development.
4. That the proposed rezone will not cause substantial environmental damage.
5. That the public necessity, convenience and general welfare require the proposed amendment to the zoning district boundaries; and

SECTION 2. ZONING MAP. The Zoning Map of the City of Turlock attached to Title 9 of the Turlock Municipal Code is hereby amended to appear as set forth on the map attached hereto as Exhibit C, consistent with the Morgan Ranch Master Plan adopted by Council Resolution 2015-130, which is hereby made a part of this ordinance by reference.

SECTION 3. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. 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 14th day of July, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

BOUNDARY MAP OF
MORGAN RANCH MASTER PLAN

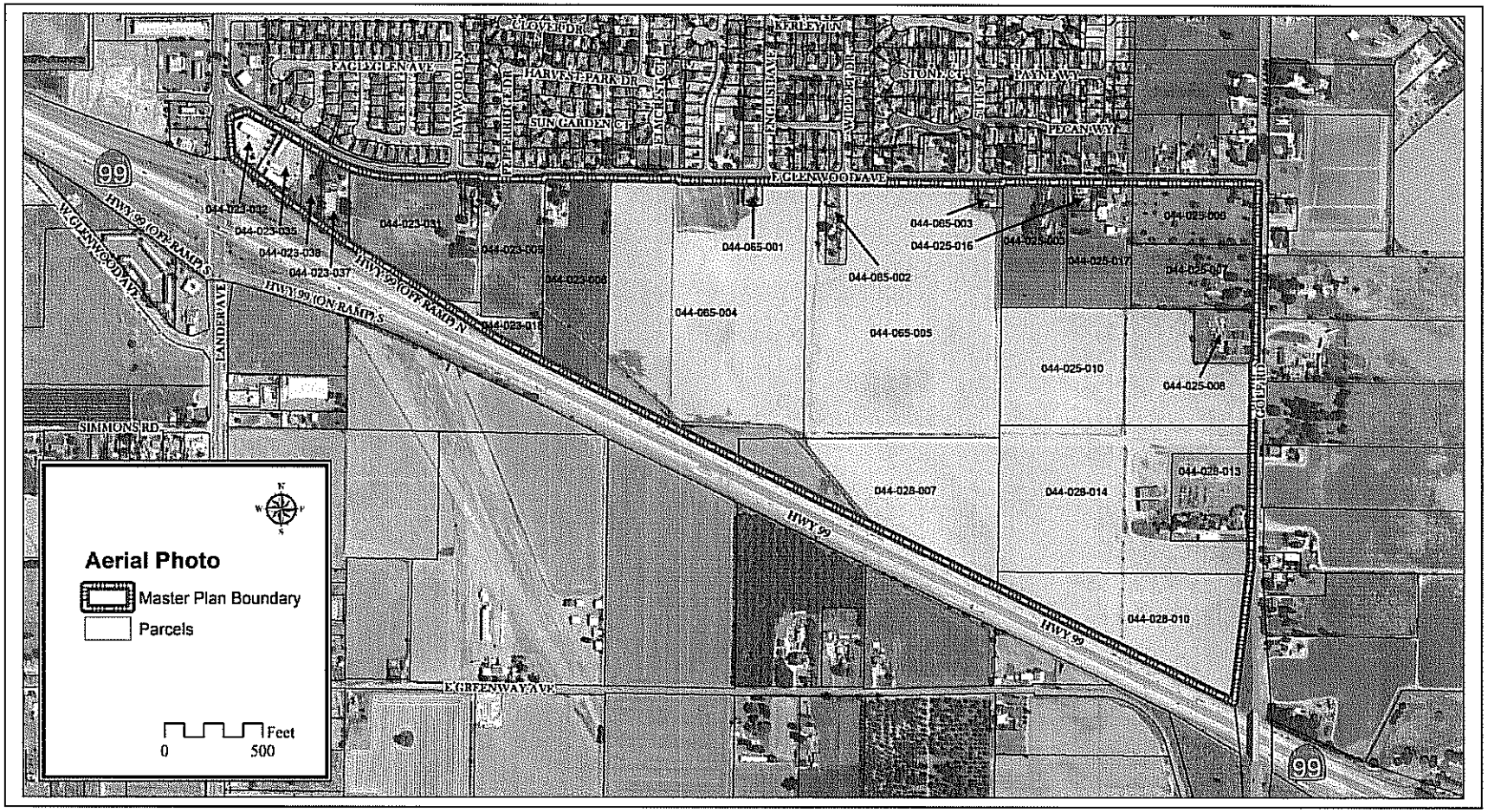


EXHIBIT A

DESCRIPTION OF REZONE 2010-01
(MORGAN RANCH MASTER PLAN)

Assessors Parcel Number	Property Address
044-023-005	500 E. Glenwood
044-023-006	600 E. Glenwood
044-023-018	502 E. Glenwood
044-023-031	432 E. Glenwood
044-023-032	100 E. Glenwood
044-023-035	200 E. Glenwood
044-023-037	230 E. Glenwood
044-023-038	210 E. Glenwood
044-025-003	1308 E. Glenwood
044-025-006	2001 Golf Road
044-025-007	2125 Golf Road
044-025-008	2219 Golf Road
044-025-010	2301 Golf Road
044-025-016	1316 E. Glenwood
044-025-017	1412 E. Glenwood
044-028-007	2503 Golf Road
044-028-010	2509 Golf Road
044-028-013	2507 Golf Road
044-028-014	2501 Golf Road
044-065-001	822 E. Glenwood
044-065-002	1016 E. Glenwood
044-065-003	1220 E. Glenwood
044-065-004	724 E. Glenwood
044-065-005	912 E. Glenwood

EXHIBIT B

ZONING MAP FOR
REZONE 2010-01
(MORGAN RANCH MASTER PLAN)

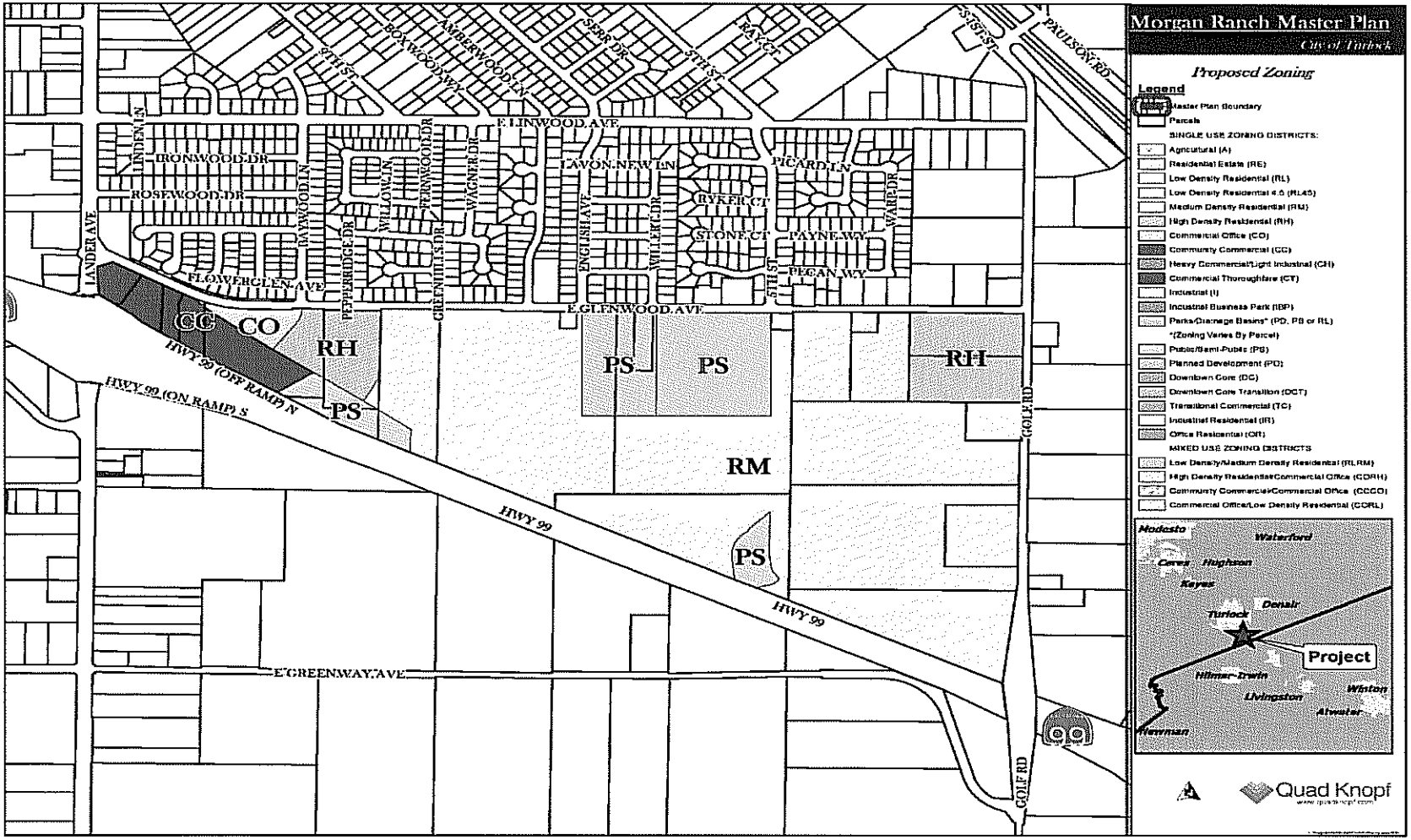


EXHIBIT C

6B

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 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, 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

7A

Council Synopsis

July 14, 2015

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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

When the City is notified of a sidewalk that is out of repair and in a condition to endanger persons or property, staff immediately respond and initiate the sidewalk repair process. Staff places appropriate signage at the location of the hazard and mails a letter to the property owner regarding their statutory obligation to repair the hazard.

Initially we seek voluntary compliance and provide property owners with 10 days to respond to the initial notice. City staff will work with responsive property owners if an extension is necessary and also provide financial assistance to those who qualify. The Sidewalk Repair Financial Assistance Program and Sidewalk Encroachment Permit Fee Relief Program are intended to alleviate some of the financial burden for property owners.

For non-responsive property owners, a second notice will be posted at the real property location, adjacent to where the out of repair sidewalk is located and the property owner will be provided two weeks to make the necessary repairs in accordance with State law. If the property owner does not respond to the second notice, the City is required to make the repair and the cost of those repairs may become a lien on the property.

The City Council has previously declared that sidewalk areas remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and requires all owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

3. BASIS FOR RECOMMENDATION:

Chapter 22 of Division 7, Part 3, of the State of California Streets and Highways Code

Turlock Municipal Code 7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

Strategic Plan Initiative:

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment:

Reimbursement costs of repairs into account 217-50-510.35350 "Sidewalk Repair Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may consider not assessing the property owners for reimbursement of frontage improvement repair costs. This would put a financial burden on the budget and would place those property owners who have maintained their sidewalk areas at a disadvantage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR SIDEWALK REPAIR COSTS AND ESTABLISHING A LIEN FOR PAYMENT	**RESOLUTION NO. 2015-**

WHEREAS, the City Council has held a hearing on the report prepared and filed by the Superintendent of Streets on the costs assessed to the owners of properties adjacent to such nuisances and repaired by the City; and

WHEREAS, the City Council has heard the report together with any objections or protests which was raised by any of the property owners liable to be assessed for the work of making such repairs and any other interest party to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm the report and the assessments and liens and are hereby placed on the following described properties for sidewalk repair costs in the amount set forth in the attached Exhibit "A".

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"
REPORT OF REPAIRS WHICH HAVE BEEN MADE

NAME OF OWNER	DESCRIPTION OF REAL PROPERTY ADJACENT TO WHERE REPAIRS HAVE BEEN MADE	REPAIRS WHICH HAVE BEEN MADE	ABATEMENT		COST OF REPAIRS	AMOUNT OF ASSESS-MENT
			DATE	NUMBER		
Joao Correia 4580 Cherry Blossom Ln. Turlock, CA 95382	4580 Cherry Blossom Ln.	Sidewalk Repair	6/4/15	072-073-061-000	$1,052.60	$1,052.60
Severina Canilao 1180 Hillside Blvd. Daly City, CA 94014-3003	881 W. Main St.	Sidewalk Repair	6/5/15	061-004-068-000	$896.76	$896.76

7B

Council Synopsis

July 14, 2015

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

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2015-16 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock

2. DISCUSSION OF ISSUE:

Pursuant to the Landscaping and Lighting Act of 1972 and the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Turlock directed Michael G. Pitcock, Engineer of Work for all assessment districts within the City of Turlock, to prepare and file annual reports for Fiscal Year 2015/16, and will impose these annual assessments within each assessment district listed on attached Exhibits A and B. The Engineer did file an annual report for each assessment district on June 9, 2015, and the City adopted a resolution of intention to levy and collect the assessments for Fiscal Year 2015/16 and set a public hearing to be held July 14, 2015 at city hall. The notice of this hearing was given in the time and manner required by law.

3. BASIS FOR RECOMMENDATION:

A) Staff recommends confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2015/16.

B) City will receive funds from the county tax assessor for the maintenance of city streetlights, landscaping, and streets.

Strategic Plan Initiative: F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approximately $2,513,000 in revenue to fund number 246.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

A. Council may not approve the filing. Staff does not recommend this action whereas, the city can use this money for the maintenance of the streetlights, landscaping, street sweeping and the slurry of streets.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING DIAGRAMS, ASSESSMENTS AND REPORTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2015-16 FOR ALL LIGHTING, LANDSCAPING AND STREET MAINTENANCE BENEFIT AREAS WITHIN THE CITY OF TURLOCK (Pursuant to Resolution 97-128)	**RESOLUTION NO. 2015-**

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 and the provisions of the Benefit Assessment Act of 1982, the City Council of the City of Turlock directed Michael G. Pitcock, Engineer of Work for all assessment districts within the City of Turlock, to prepare and file annual reports for Fiscal Year 2015/16, and does hereby impose these annual assessments within each assessment district listed on attached Exhibits A and B; and

WHEREAS, the Engineer of Work did file an annual report for each assessment district on June 9, 2015, and the City Council of the City of Turlock adopted a resolution of intention to levy and collect assessments within these districts for Fiscal Year 2015/16 and set a public hearing to be held July 14, 2015 in the Yosemite Room on the 2nd floor of Turlock City Hall, 156 S. Broadway, Turlock, California, and a notice of this hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council of the City of Turlock afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest; and

WHEREAS, the City Council of the City of Turlock hereby confirms the diagrams, assessments and reports of the Engineer of Work. It is further determined and certified that these assessment district charges are either exempt from, or are in compliance with all the provisions of Proposition 218, which was passed by the voters in November 1996; and

WHEREAS, on Tuesday, the 14th day of July, at the hour of 6:00 p.m., the City Council of the City of Turlock will conduct a public hearing on the question of the levy of the proposed annual assessment for each district; and

WHEREAS, the charges against the real property are not levied with regard to property values but rather, are based on the landscaping, lighting and street maintenance performed within the area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm the diagrams, assessments and reports of the Engineer of Work and hereby levies the assessments set forth therein for the Fiscal Year 2015-16.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock also directs the City Engineer to file, or cause to be filed, a certified copy of this resolution and the report for each assessment district with the tax collector for the County of Stanislaus.

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:

ATTEST:

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

EXHIBIT "A"

1972 Landscaping and Lighting Act Assessment Districts		
Arlinda Estates	Baptista Estates	Baptista Estates No. 2
Campus Park	Centennial Place No. 2	Countryside Estates No. 1
Countryside Estates No. 2	Countryside Estates No. 3	Countryside Plaza
Delta National Bank	Ferreira Ranch Estates No.1	Ferreira Ranch Estates No. 2
Ferreira Ranch Estates No. 3	Ferreira Ranch Estates No. 4	Forest Oaks No. 2
Gemstone Estates	Heartland Estates	Hervey Estates
Legends 1 and 2	Legends 3	Legends 4
Legends 6	L & M Industrial Park	Monte Vista Crossings
Monte Vista Estates	Monte Vista Manor	Monte Vista Village
Northview Meadows No. 2	Northview Meadows No. 3	Old Vineyard
Pinecrest Estates No. 1	Pinecrest Estates No. 2	Pinecrest Estates No. 3
Parcel Map 97-07	Promenade	Rhodes Estates
Rolling Hills	Denny's and Jack-In-the-Box	Sterling Oaks No. 1
Sterling Oaks No. 2	Sunridge South	Swan Park Estates
Traditions No. 1	Traditions No. 2	Traditions No. 3
Turlock Auto Plaza	Wyndfair Estates	Olive Grove Manor
Northern Sunrise Estates Phase 1	Northern Sunrise Estates Phase 2	Northern Sunrise Estates Phase 2A
Northern Sunrise Estates Phase 3	Northern Sunrise Estates Phase 4	Sharkey's Billards Parcel Map 00-09
Ferreira Ranch Estates No. 5	Countryside Estates No. 4	Campus Vista
Autumn Brook No. 1	Winter Haven No. 1	Winter Haven No. 2
Niniv Tamimi Parcel Map 01-01	Monte Vista Crossing North	Makoor Estates
Lauren Estates	Sterling Oaks No. 4	Traditions No. 4 & 5
Autumn Brook No. 2	Claremont Meadows	Dewar Estates No. 1
Dewar Estates No. 2	Festival	Heirlooms No. 1
Heirlooms No. 2	Huntington Estates No. 1	Lauren Estates No. 2
Legends No. 7	Rose Cottages No. 2	Rose Cottages No. 3
Rose Walk No. 1	Danielle Estates	Turlock Multi-Family
Bandera	Glenwood Park	Mooneyham Estates
Rosewalk No.'s 2, 3, 4	Perriera No.'s 1 & 2	Johnson Estates
Southern Belle Estates	Sterling Oaks No. 5	Heirlooms No. 3
Huntington Estates	Dewar Estates No. 3	Cedarcrest No. 1
Freitas Business Park	Lewis Terrace Estates	Bandera #2
Gabrielle Estates	Sterling Oaks #6	Balboa Park
Pereira #3	Rose Walk #5	Ashley Estates
College Plaza PM 04-02	Danielle Estates #2	Lauren Estates No. 3
Lauren Estates No. 4	Tiffany Park	Ventana
Cimarron No. 1	Cimarron No. 2	Rose Classics at Voumard

The Estates at Voumard	PM 04-09 (Gwin)	Turlock 99 Business Park
Amberwood	Valley Ventures PM 04-05	Colorado Springs
Health & Wellness Center	Liberty Industrial Park	Cedarcrest No. 2
Apple Lane Estates	Kandola	Milestone
Legends North No. 1	Palermo (DeLaMotte)	Calista Estates
Legends North No. 2	Vermont Villas	Turlock Village
Northlock Industrial Park	Villagio	
Asoofi Subdivision	PM 05-01 Emanuel	PM 05-03 Byung
PM 05-07 Hawkeye Shopping Center	PM 05-09 Lewis	Dianne Business Park
J & R Investments Industrial Park	Montana Estates	Summerfield
Turlock Park Villas	Legends North No. 4	Del's Lane Townhomes
Sierra Oak Apartments	PM 05-12 Heritage	
PM 97-06 Kevin Berger	Cottage Park	US Cold Storage
Blue Diamond	PM 12-01 Moline	PM 11-04 Avena Bella
PM 13-01 Sutter Gould	PM 14-02 Doo	

EXHIBIT "B"

Benefit Assessment Act of 1982 Assessment Districts		
Added Space Commercial Center	Alpine Estates	Anderson Estates
Arbor No. 10	Berkeley Woods	Bristol Park
Cambridge Place No. 6	Chakkar Estates No. 2	Champagne Estates
Christel Estates	Eastbrook Estates	Elizabeth Court
Forest Oaks Estates	Gerald Court	Hollis Manor
Kensington Estates	Kirkwood Estates	Lewis Street Manor
Linwood Estates	Linwood Estates No. 3	McDonald Manor
North Berkeley Estates	Northview Meadows	North Olive Estates 3 and 4
Oak Park	Oleander Gardens	Pineridge Place
Pleasant Valley	Royal Oaks	Silverado Heights
Stoneridge	Summer Faire	Thorsen Estates No. 2
Tuolumne East Estates	Vasconcellos Estates	Venture Park
Villa Woods	Walnut Acres No. 2	West Main/Walnut Road

8A

Council Synopsis

July 14, 2015

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

Prepared by: Roger Fall, Capital Project Specialist (part-time)
Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Rescinding City Contract No. 14-082 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares

Motion: Approving City Contract No. 15-077 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares

2. DISCUSSION OF ISSUE:

Since 1998 the City has contracted with Alan Seaton Consulting Services to sell and maintain advertising on the exteriors of Turlock's "BLAST" and "DART" urban services buses. In 2014, City staff was contacted by other individuals who also expressed an interest in providing this type of service. On October 24, 2014, the City issued a Request for Proposals (RFP) for City Project 14-56 "Exterior Advertisements on City Transit Buses."

Advertising consists of exterior spaces on City of Turlock transit vehicles revenue. City of Turlock expects the consultant to administer all approved forms of advertising as well as all aspects of development, manufacturing and installation of advertisements.

On or before the deadline of December 19, 2014 the following two (2) firms submitted detailed proposals.

Consultant	Alan Seaton Consulting Services	Stott Outdoor Advertising
Expected Total Monthly Revenue	$500/mo. All 3 years	$3,000/mo. Yr. 1 $4,200/mo. Yr. 2 $4,200/mo. Yr. 3
Project Timing	3 years	3 years

Analysis:

A three person Staff committee was formed to rank and review the proposals in accordance with standard practices. The Staff Committee met on January 6, 2015, to review the proposals, determine a selected consultant for recommendation to Council. After much discussion, staff selected the proposal from Stott as best meeting the terms and conditions of the RFP. Stott is an established outdoor advertising firm with significant resources to apply to the project from its Modesto and other offices. Stott staff has prepared and administered exterior bus advertising in several cities and counties and in both small and large jurisdictions. This firm has a strong understanding of transit bus advertising and is familiar with the Stanislaus County area.

Contract:

This contract will allow the City of Turlock to receive revenues that will assist the agency to offset costs associated with the provision of low income public transit services. Stott will market the advertising space only to persons, companies, or businesses who agree to participate in the City's program to provide transit system access to the economically disadvantaged and Turlock Unified School District (TUSD). Participation in the program will require the Contractor to purchase transit fare tickets in an amount equal to a 30 percentage of the net advertising revenue each month or the minimum guarantee amount based on the pricing tier in effect at that time, whichever is greater, and agree to furnish those tickets to the City staff who shall distribute those tickets through a recognized charitable organization and the TUSD. Stott will be responsible for the complete management of all necessary and desired components relative to the provision of exterior advertising on the City buses.

Once the transit fare tickets are provided to the City; City Administrative Staff distribute the tickets to the following organizations:

- We Care
- United Samaritan Foundation
- Turlock Gospel Mission
- Children's Crisis Center
- Haven Women's Center

- Salvation Army- Turlock
- Turlock Unified School District

City of Turlock utilized the "Best Value" method of procurement, in conformance with applicable procurement guidelines.

Highlights of the agreement include:

A. The agreement is for a three (3) year period, with the possible extension for additional three (3) years.
B. The proposed contract requires Stott Outdoor Advertising payment to be either the greater of: (1) a minimum fixed amount per month based on the pricing tier that is in effect at that time, or (2) 30 percent of the net revenue per month, whichever is higher. Additionally, Stott will be required to make their financial records available for City review to ensure proper payment.

Update:

On February 25, 2015, the Council approved a similar agreement with Stott (City Contract No. 14-082) related to the previously mentioned project. However, that agreement was never fully executed and Stott has not yet begun providing bus line advertising services. The reason for this delay is that in the week's following approval of the agreement the City was made aware of side agreements executed between the City's previous advertising contractor, Alan Seaton, and various businesses within the region, each with varying termination dates. These side agreements, executed while Mr. Seaton was still formally the City's agent for that purpose, affect the revenue projections identified by Stott because it reduces the amount of available surface space for advertising.

As such, the City and Stott have revised the original agreement to:
1. Adjust the start and end date by several months, which maintains the original term length, and
2. Adjust the dates of when the various pricing tiers take effect, and
3. Adjust the expected compensation under each tier based on the actual, available buses during those time frames; and
4. Add a provision that clarifies that certain, future revenue projections are based on the number of vehicles expected to be in service at that time, as presented in the RFP, and that if fewer buses are in service that a lesser pricing tier shall be used.

The revised agreement (City Contract No. 15-077) is largely the same as the original agreement, but provides realistic, pro-rated compensation figures that reflect the actual number of transit vehicles available for advertising. The revised agreement has been approved by the City Attorney and Stott.

3. BASIS FOR RECOMMENDATION:

A. Advertising on buses provide revenue that can assist with the expenses of providing transit and additional help with providing economically disadvantaged individuals with a means of transportation around Turlock.

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:

Fiscal Impact
The City could expect transit ticket sales generated by advertising revenue in amounts that are approximately $2,200 through Jan. 2016, $3,000 per month through May 2016, and $4,200 through July 2018.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council could choose not to allow advertising on transit buses or reduce the type, size or number of ads that would be allowed.

B. The City Council could decide not to award the contract to Stott Outdoor Advertising and award the contract to Alan Seaton Consultant Services. Staff does not recommend this approach because Stott has more clearly demonstrated an understanding of the RFP requirements.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
STOTT Outdoor Advertising
for
Exterior Advertisements on City Transit Buses
CITY PROJECT NO.14-56

THIS AGREEMENT is made this 14th day of July, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **STOTT OUTDOOR ADVERTISING**, a General Partnership, hereinafter referred to as "CONTRACTOR"

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for financial marketing/advertising, 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 Attachment 1. CONTRACTOR shall provide Services that are acceptable to the CITY.

2. **LIMITATION ON ADVERTISERS**: CONTRACTOR will market the advertising space described herein only to person, companies, or businesses who agree to participate in the City's program to provide transit system access to the economically disadvantaged. Participation in the program will require the CONTRACTOR to purchase fare tickets in an amount equal to the listed amount in Section 5 COMPENSATION and agree to furnish those tickets to the City of Turlock staff who shall distribute those tickets through a recognized charitable organization and the Turlock Unified School District.

3. **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.

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

O.K. for Agenda

5. COMPENSATION: For the rights and privileges of placing advertising on the exterior of CITY's buses under this Agreement:

(a) CONTRACTOR shall purchase transit fare tickets in an amount equal to the monthly guarantee amount of thirty percent (30%) of CONTRACTOR's net advertising revenue each month or the minimum guarantee amount of Two Thousand Two Hundred and 00/100 Dollars ($2,200.00) worth of transit fare tickets each month, whichever is greater, for the period of August 1, 2015 to January 31, 2016, hereinafter referred to as the Tier 1 Rate; thirty percent (30%) of CONTRACTOR's net advertising revenue each month or the minimum guarantee amount of Three Thousand and 00/100 Dollars ($3,000.00) worth of transit fare tickets each month, whichever is greater, for the period of February 1, 2016 to May 30, 2016, hereinafter referred to as the Tier 2 Rate; thirty percent (30%) of CONTRACTOR's net advertising revenue each month or the minimum guarantee amount of Four Thousand Two Hundred and 00/100 Dollars ($4,200.00) worth of transit fare tickets each month, whichever is greater, for the period of June 1, 2016 to July 31, 2018, herein after referred to as the Tier 3 Rate, contingent upon CITY operating, at a minimum, the number of transit buses specified in the Request for Proposals. In the event CITY does not have in operation at least the number of transit buses specified in the Request for Proposals on June 1, 2016, CONTRACTOR shall continue to purchase transit fare tickets at the Tier 2 Rate, continuing on a month to month basis, until such a time that CITY does have in active operation at least the number of transit buses specified in the Request for Proposals, at which point the Tier 3 Rate shall take effect the first day of the month following thirty (30) days' notice to CONTRACTOR of the specified change. The minimum guarantee amount in transit fare tickets to be delivered to CITY shall accrue beginning with the first month of this Agreement. The specified percentage of net advertising revenue shall be paid pursuant to the requirements of Paragraph 5(h). Payment for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month.

(b) The term "gross advertising *revenue"* means all monies, remunerations, and considerations received from the sale of advertising space by CONTRACTOR in its operations as permitted under this Agreement plus the *revenue* equivalent from all advertising (whether or not CONTRACTOR received payment for it) appearing on the exterior of a bus.

(c) "Net advertising *revenue"* shall mean "gross advertising *revenue"* less the following:

1. Commissions paid to advertising agencies or sales representatives other than CONTRACTOR staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and

2. The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed by any public agency on the sale or display of advertising under the terms of this Agreement and paid by CONTRACTOR.

(d) Gross advertising *revenue* shall be calculated on the accrual basis, (ie. amounts are prorated to the time periods that correlate to the time periods during which the advertising is displayed). Deductions to calculate net advertising revenue (e.g., commissions) shall be amortized over the term of the advertising.

(e) CONTRACTOR may engage in self-promotion of any type, however, the self-promotion ad is limited to one ad on each bus.

(f) In the event that the number of buses *available* for the placement of advertising changes, the minimum guaranteed payment shall be adjusted by a proportionate amount. Any approved reduction in said payment must be directly attributable to a reduction in

available advertising space and not due to CONTRACTOR's business practices or its failure to gain sales revenue. CONTRACTOR must provide documentation to CITY that proves to CITY's satisfaction that CONTRACTOR's reduction in revenue is due solely to a reduction in available advertising space before CITY will agree to any reduction in the minimum guaranteed payment. Excluded-from this provision are temporary reductions in available advertising space due to work stoppages, strikes, mechanical failures, accidents, catastrophes, riots, and similar events.

(g) CONTRACTOR shall purchase CITY transit fare tickets and provide them to the CITY in an amount equal to the monthly guarantee amount shown in Paragraph 5(a). by the 15th day of each month, beginning with the second month of the term of the Agreement. Said fare ticket payment shall be made at the following address: Administration Dept. City of Turlock. 156 S. Broadway, Suite 230 Turlock. CA. Said monthly payments in the form of transit tickets shall be accompanied by a statement with names, sizes, quantities and the number of the advertisement which was displayed, the gross revenue earned for the advertisement, and the amount and description of any deductions from gross revenue permitted by this Section.

(h) By the 30th day of the month and every six (6) months thereafter, CONTRACTOR shall submit a statement that compares the total of the six (6) monthly guaranteed transit fare ticket payments to the amount CITY would have received if paid the percentage of the net advertising revenue for the prior six (6) months. Any additional amounts owed in transit tickets to CITY shall accompany a reconciliation schedule.

(i) All transit fare ticket payments, regardless of their nature, shall be submitted in a timely manner. If a payment shall not be received by CITY by the deadline dates required by Paragraphs 5.(g) and 5.(h), then, without any requirement for notice to CONTRACTOR, CONTRACTOR shall pay to CITY a one-time rate charge equal to five percent (5%) of the overdue amount. In addition to incurring late charges, payments due CITY shall bear interest from the date when due at the rate of one and one half percent (1.5%) per month.

(1) If CITY disputes any items on a statement for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY agrees to continue to provide advertisement space on the transit vehicles until the dispute is settled or this agreement is terminated.

(j) Records: CONTRACTOR shall submit dated monthly records to CITY specifying the date, location and service rendered, and the charge therefor.

6. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning August 1, 2015, and ending July 31, 2018.

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 (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) (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.

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 services 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 ninety (90) 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, or (2) legal dissolution 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 CONTRACTOR fail to pay CITY all or any part of the payments set forth in this Agreement on the date due, at its option CITY may terminate this Agreement if the failure is not remedied within thirty

(30) days after CITY notifies CONTRACTOR 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, CONTRACTOR will pay CITY 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 Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

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. 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. 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.*

33. FEDERAL REQUIREMENTS: In this section "Purchaser" refers to the City of Turlock

(a) Energy Conservation: CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(b) Clean Water: (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(c) Access to Records: The following access to records requirements apply to this Contract:

(1) CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or5311.

(2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to *provide* the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(3) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR18.39(i)(11).

(6) FTA does not require the inclusion of these requirements in subcontracts.

(d) Federal Changes: CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(e) Clean Air: (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§§7401 et seq. CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

(f) Recovered Materials: CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(g) No Obligation by the Federal Government: (1)' The Purchaser and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(h) Program Fraud and False or Fraudulent Statements or Related Acts:

(1) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

(2) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.$.C. § 5307(n)(1) on CONTRACTOR, tothe extent the Federal Government deems appropriate.

(3) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(i) Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with

49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, CONTRACTOR certifies as follows: The certification in this clause is a material representation dfact relied upon by City of TURLOCK. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to City of TURLOCK, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that 'may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Civil Rights: The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color. creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity; The following equal employment opportunity requirements apply to the underlying contract:

(A) Race, Color. Creed, National Origin, Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTQR agrees to comply with any implementing requirements FTA may issue.

(B) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(C) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) CONTRACTOR also agrees to include these requirements in each

subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

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: **Russ Raburn**
Transit Operations and Development Manager
700 Fortress St. Chico, CA 95973
PHONE: (888) 342-7868
FAX: (530) 342-0712

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

35. OPTION TERM: In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at CITY'S sole election, anytime on or before the date specified herein and as follows:

(a) Description - CITY may extend the service provided by CONTRACTOR under this AGREEMENT for an option period of three years duration.

(b) The minimum guarantee revenue and percentage of net revenue shall be arrived at upon the basis of the price indicated in the CONTRACTORS Proposal.

(c) Option Exercise Dates: On or before May 1, 2018.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that CITY is under no obligation whatsoever to exercise this option and that no representations have been made by CITY committing it to such exercise of this option, and that CITY may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT

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:_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

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

STOTT OUTDOOR ADVERTISING

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF TURLOCK

REQUEST FOR PROPOSALS
FOR
Exterior Advertisements on City Transit Buses
#14-56

CITY OF TURLOCK
156 S. Broadway, Suite 156
Turlock, CA 95382

Key RFP Dates

Date of Issuance:	**October 24, 2014**
Written Questions/Requests Due:	**November 14, 2014 at 4:00 p.m.**
Responses to Questions/Requests:	**December 5, 2014**
Proposals Due:	**December 19, 2014 at 2:00 p.m.**
Contract Award (estimated):	**January 27, 2015**

Contact Information:
Scott Medeiros, Transit Planner
(209) 668-5599, ext. 4427
smedeiros@turlock.ca.us

CITY OF TURLOCK, CALIFORNIA
NOTICE TO CONTRACTORS

Proposals will be received by the Development Services Department, Engineering Division, Attention: Scott Medeiros, 156 S. Broadway, Suite 150, Turlock, California 95380, until 2:00 p.m. on Friday, December 19, 2014, for:

City Project No. 14-56
Request for Proposals (RFP)
Exterior Advertisement on City Transit Buses

In accordance with and as described and provided in the Request for Proposals (RFP), all of which are on file in the office of the City Engineer, and to which special reference is hereby made. No verbal, telegraphic, electronic mail, facsimile, or telephone proposals shall be considered. Proposals are required to be complete and for the entire work indicated in the RFP. Bidders' attention is directed to the insurance requirements in the contract.

Proposals may not be withdrawn for a period of one hundred twenty (120) days after the time fixed for opening of proposals. The City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies, or services offered.

Copies of the RFP may be downloaded from the Engineering Division's web site, shown below, or purchased for a non-refundable fee of Twenty Five Dollars ($25) at the Office of the City Engineer, 156 South Broadway, Suite 150, Turlock, CA 95380, Phone (209) 668-5520. For additional information, go to http://www.cityofturlock.org/capitalprojects.

The City of Turlock requires that Contractors take affirmative steps to comply with Executive Orders 11625, 12432 and 12138, and 34 CFR 85.36(e). Every feasible opportunity for minority and women's business enterprises to participate in procedures for gaining contracts and subcontracts shall be provided by each party submitting a proposal.

DATED: October 22, 2014

CITY OF TURLOCK

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

SECTION I

INSTRUCTIONS TO PROPOSERS

1.0 INSTRUCTIONS TO PROPOSERS

1.1 Examination of Proposal Documents

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in the Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City of Turlock's objectives.

1.2 Addenda

Any City of Turlock changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Turlock will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

1.3 City of Turlock Contact

All questions and/or contacts with City of Turlock staff regarding this RFP are to be directed to the Development Services Department:

Scott Medeiros, Transit Planner
City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380
Phone: (209) 668-5599, ext. 4427

1.4 No Pre-Proposal Conference

The intent of the City is not to hold a Pre-Proposal conference. Any questions that require modification to the meaning or intent of the RFP must be submitted in writing as indicated in Section 1.5 "Questions and Request for Clarification.

Upon request a tour of the Maintenance and Operations Corporation Yard can be conducted. This tour would review just the area where placement of the advertisements may be performed. No equipment and\or facilities will be provided to the Proposer for the placement of advisements on the buses. No other aspect of the RFP will be discussed and no other visits to the facility will be entertained.

1.5 Questions and Requests for Clarification

Should a Proposer have questions concerning or require clarifications of this RFP, the Proposer shall notify the City of Turlock in writing. Should it be found that the point in question is not clearly and fully set forth, the City of Turlock will issue a written addendum clarifying the matter, which will be posted on the agency's interactive website; www.cityofturlock.org\capitalprojects.

Submitting Request

(a) All questions and/or requests for clarification must be put in writing and must be received by the City of Turlock, Development Services Division no later than 4:00 p.m. on November 14, 2014.

(b) Requests for clarification, questions and comments must be clearly labeled, Project "Written Questions Exterior Advertisements on City Transit Buses– RFP #14-56". The City of Turlock is not responsible for failure to respond to a request that has not been labeled as such.

(c) Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail: City of Turlock, Development Services Division
156 S. Broadway, Suite 150, Turlock, CA 95380.

(2) Personal Courier: City of Turlock, Development Services Division
156 S. Broadway, Suite 150, Turlock, CA 95380.

(3) Facsimile: The City's fax number is (209) 668-5563.

(4) E-Mail: smedeiros@turlock.ca.us.

1.6 City of Turlock Responses

Responses from the City of Turlock will be posted on the City of Turlock's website, www.cityofturlock.org\capitalprojects by December 5, 2014. City of Turlock reserves the right to postpone this deadline for its own convenience.

1.7 Submission of Proposals

(a) Date and Time - Proposals must be received in the City of Turlock Development Services Division Offices at or before 2:00 p.m. on December 19, 2014. Proposals received after the above-specified date and time will be returned to Proposers unopened.

(b) Address - Proposals shall be submitted to the following:

City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380
Attn: Michael G. Pitcock, Director of Development Services

1.8 Identification of Proposals

Proposer shall submit five (3) hard copy AND one (1) electronic version of its proposal on a CD or USB drive, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

"Exterior Advertisements on City Transit Buses" – RFP #14-56

1.9 Acceptance of Proposals

(a) The City of Turlock reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.

(b) The City of Turlock reserves the right to withdraw or cancel this RFP at any time without prior notice and the City of Turlock makes no representations that any contract will be awarded to any Proposer responding to this RFP.

(c) The City of Turlock reserves the right to postpone proposal openings for its own convenience.

(d) The City of Turlock reserves the right to request additional information to clarify any proposal.

1.10 Pre-Contractual Expenses

The City of Turlock shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

(a) Preparing its proposal in response to this RFP;
(b) Submitting that proposal to the City of Turlock;
(c) Negotiating with the City of Turlock on any matter related to this proposal; or

(d) Any other expenses incurred by Proposer prior to date of award.

1.11 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-sub Contractor basis rather than as a joint venture. The City of Turlock intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

1.12 Protest Procedures

The City of Turlock reserves the right, without qualification, to select a proposal based on the criteria outlined in this RFP, exercise discretion and apply judgment with respect to any submitted proposal, or reject all proposals.

Failure to strictly comply with the protest procedures delineated below with respect to timeliness or protest contents will render a protest untimely and/or inadequate and will result in rejection thereof by the City. Protests may only be filed against making an award, received after receipt of proposals, but before the award of contract. A pre -award protest must be sent by certified mail and received by the City of Turlock Development Services Department, Engineering Division, within five (5) working days after the protester knows or should have known of the facts and circumstances upon which the protest is based. Prospective Contractors will be notified, by issuance of an addendum or bulletin that a protest has been filed if scheduled dates have been postponed as a result of the protest.

The pre-award protest shall include all of the following: the name of the protester, City project number, a detailed description of the specific grounds for protest, any supporting documentation, and the specific ruling or relief requested. The City will respond to the substantive issue raised in the pre-award protest in detail and will provide a final written determination via certified mail within ten (10) working days of receiving the Pre -Award Protest.

1.13 Contract Type

Following the satisfaction of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement. (see Exhibit 1 - Sample Agreement).

SECTION II

SCOPE OF WORK

EXTERIOR ADVERTISEMENTS ON CITY TRANSIT BUSES

1. INTRODUCTION

1.1. Request for Proposals

It is the intent of this Request for Proposals (RFP) to solicit proposals for the provision of revenue-generating Exterior Advertising Management and Coordination for Transit Vehicles from an independent firm. This advertising consists of exterior spaces on City of Turlock transit vehicles used in revenue service. City of Turlock expects the successful Proposer to administer all approved forms of advertising as well as all aspects of development, manufacturing and installation of advertisements.

This proposal will allow City of Turlock to receive revenues that will assist the agency to offset costs associated with the provision of low income public transit services. Proposer will market the advertising space only to persons, companies, or businesses who agree to participate in the City's program to provide transit system access to the economically disadvantaged. Participation in the program will require the Proposer to purchase transit fare tickets in an amount equal a percentage of the net advertising revenue each month or the minimum guarantee amount of each month, whichever is greater and agree to furnish those tickets to the City of Turlock staff who shall distribute those tickets through a recognized charitable organization. The selected proposer will be responsible for the complete management of all necessary and desired components relative to the provision of exterior advertising on the City of Turlock buses.

City of Turlock will utilize the "Best Value" method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

1.2. Scope of Work

Background

City of Turlock is seeking the services of an individual or firm to manage an Exterior Bus Side Advertising Program on its buses for a three (3) year term with an option for a three year extension.

City of Turlock Transit System (BLAST and DART)

The City of Turlock operates both BLAST and DART. BLAST provides four fixed-routes, each with 40-minute headways, Routes A, B, C, and D. Each route departs simultaneously from the Turlock Regional Transit Center, located on Dels Lane at Golden State Boulevard. The BLAST service area covers about 80% of Turlock's city limits. General weekday hours of operation are from 6:40 a.m. to 5:30 p.m., and Saturday service is provided from 9:25 a.m. to 4:00 p.m.

DART provides dial-a-ride service to both the City of Turlock and the unincorporated community of Denair. Within the BLAST service area, DART operates primarily as an elderly/handicapped paratransit service. However, DART service outside the BLAST area is open to the general public. DART's hours of operation are the same as BLAST.

Connections are available with County of Stanislaus and County of Merced Transit Bus Systems, and Amtrak Train. Service.

City of Turlock projects operating the following in fiscal year 2015:

- 160,000 total fixed route miles
- 36,000 paratransit miles
- 6 vehicles operating during peak service

City of Turlock's fleet of buses that accommodate Exterior Advertising is shown in Exhibit 2

General Requirements

The Contractor shall have exclusive rights to place exterior bus side advertising upon the City's fleet of fixed-route and paratransit buses, subject to the terms and conditions set forth in this RFP.

City reserves the right to use any other portion of the buses and vans for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of the City. City also reserves the right to use any unsold exterior bus side advertising space for its exclusive use as mentioned above.

Space availability for advertising on City of Turlock vehicles may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles, maintenance of existing vehicles or new bus designs or configurations which do not allow for exterior advertising capability.

The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a facility and work force capable of insuring proper installation, maintenance and removal of advertising displays.

Contractor shall provide an emergency phone number for City of Turlock to reach Contractor in the case of an emergency situation. Contractor shall respond to an emergency situation within 24 hours of City of Turlock's request.

In addition to complying with City of Turlock's Advertising Policy set forth in this RFP, the Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:

- Remove unapproved, damaged or defaced advertisements within 72 hours of notice given by the City of Turlock.
- Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated materials refer to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

Specific Requirements

(a) **Location for Advertisements**. Advertising will be permitted on the exterior left, right and rear sides of buses. At the contract initiation, and prior to the initial installation of vinyl advertisements, Contractor shall provide City of Turlock with schematics detailing the location for placement of advertisement, on non-permanent adhesive vinyl material, on each type of bus in City of Turlock's fleet. Once approved by City of Turlock these schematics become the standard locations for placement of ads on buses within each type through the term of the agreement.

(b) **Material and Appearance of Advertisement** City of Turlock requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current (and future) industry standards. Additionally, each ad:

(1) shall be free from wrinkles, blisters or similar defects
(2) shall be "squared" to the vehicle contour lines
(3) shall present a sharp and clear appearance
(4) in the case of full or half wraps, the ad shall NOT continue around the corner onto an unadvertised side. The full or half wrap advertisement must be invisible to other sides of the coach

(c) **Dimensions of Advertisement**. City of Turlock plans to adhere to the industry standards for advertisement dimensions as a baseline for this solicitation. Ad size will vary depending on vehicle type and size fixed route 35 ft. versus dial-a-ride bus. A complete list of vehicles is listed in Exhibit 2. Exhibit 3 indicates the general area where advertisements will be allow on the different types of buses. The dimensions are included as a means of providing the Proposer with a general idea of the space available for ads. City of Turlock desires to provide as much advertisement potential as reasonably possible.

Standard Dimensions "Blast" Fixed Route Bus (35 ft.)

	Space Area1	Space Area 2	Space Area 3
Driver Side	24" x 36"	30" x 162"	24" x 36"
Curb Side	30" x 48"	32" x 80"	N/A
Rear	30" x 68"	N/A	N/A

Standard Dimensions "Blast" Fixed Route Bus (29 ft.)

	Space Area1	Space Area 2	Space Area 3
Driver Side	24" x 108"	24" x 42"	N/A
Curb Side	24" x 72"	24 x 48"	N/A
Rear	30" x 54"	N/A	N/A

Attachment 1

Standard Dimensions "Dart" Paratransit Bus

	Space Area1	Space Area 2
Driver Side	26" x 72"	24" x 36"
Curb Side	24" x 64"	N/A
Rear	24" x 45"	N/A

If the Contractor wishes to use full side or rear ads, allowances in the design must be made to incorporate the Blast or Dart logo, bus numbers, decals, and any other pre-existing information on either the rear or sides of coaches in a conspicuous manner. Additionally, under no circumstances shall any partial or full-wrapped bus advertisement "wrap" around to another non-advertised side. Advertising covering windows shall remain opaque and viewable from the inside of the vehicle looking out. No front of bus advertising is available.

(d) **Continuous Advertisement.** Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted; the previous vinyl must be removed before application of a new vinyl. Under no circumstances shall Contractor allow any one exterior ad to remain adhered to any vehicle in excess of one (1) year.

(e) **Restoration of Bus Side**. Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to City of Turlock's vehicles, their paint schemes, existing decals or exterior surface. The Contractor will be notified of any such damage and City of Turlock will not proceed with repair for 48 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse City of Turlock for the full dollar cost to repair any damage to City of Turlock's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.

(f) **Fleet Size of Buses**. Sole discretion for assignment of buses shall remain with City of Turlock. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, express or implied, that any certain count of vehicles or of fleet size shall be available to the Contractor for advertising displays at any given time. City of Turlock shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of vinyl's on any vehicles.

(g) **No Route Specific Advertisements**. Under no circumstances should advertisements be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific,

(h) **Self Promotion**. The Contractor will not be allowed to engage in unpaid self-promotion.

(i) **Maintenance of Advertisements**. The Contractor shall be solely responsible to keep and maintain all the vinyl's placed on City of Turlock buses in good condition, and will bear the full cost of any and all maintenance and repair of the vinyl's. In the event the Contractor fails to satisfy the requirements of subsections below, City of Turlock may elect to repair, alter or remove the vinyl and to charge the Contractor for all labor and material costs for all such work. The Contractor agrees to pay City of Turlock the cost of performing such work provided City of Turlock gives the Contractor verbal notice, followed by a written fax notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity.

(j) **Placement of Advertisement**.

- No vinyl will be allowed to interfere with any safety devices, lights, signals, licensing, website addresses, phone numbers or distinctive logos, or decals on City of Turlock vehicles. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, vinyl's cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.
- Vinyls shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams.
- Vinyl's smaller than the allocated area shall be centered in the allocated area.
- Vinyl shall not be placed within one (1) inch of "Blast" or "Darts" logo.

Defaced or Damaged Advertisements

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program plus a Quality Control Program that insures that the advertising material installed on City of Turlock vehicles is in good condition at all times. More particularly, the Contractor will be required to remove immediately, but no later than 24 hours from notice given by City of Turlock, any graffiti on the vinyls not removed during City of Turlock's regular, cleaning of the vehicles (generally vehicles are washed with a power washer, but later on may be run through an automatic bus washer), and to make other repairs as necessary to vinyl's that are otherwise damaged or defaced.

Any vehicle bearing a vinyl that is damaged, defaced or marked with graffiti that is not repaired, corrected or removed by the Contractor as required above, shall be considered unsuitable for revenue service and the Contractor will be assessed per conditions set within this solicitation.

Limitations and Review of Advertisement

(a) **Limitations of Advertisement**. Contractor shall not display or maintain any advertisement that include one or more of the following categories:

- **False, Misleading or Deceptive Commercial Speech**. The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
- **Libelous Speech, Copyright Infringement, etc**. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject City of Turlock to litigation.
- **Unlawful Goods or Services**. The advertisement or material contained in it, promotes unlawful or illegal goods, services, or activities.
- **Endorsement**. The advertisement or any material contained in it, implies or declares an endorsement by City of Turlock, its Directors, management or employees of any service, product or point of view without prior written authorization from City of Turlock.
- **Prurient Interest**. The advertisement contains material that describes, depicts or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in California Penal Code Section 313.
- **"Adult" – Oriented Goods or Services**. The advertisement promotes or encourages or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC – 17," adult book stores, adult video stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult internet sides, and escort services.
- **Obscenity or Nudity**. The advertisement contains obscene materials or images of nudity. For purposes of these Guidelines, the term "obscene matter" shall have the meaning set forth in the California Penal Code Section 311.
- **Unlawful and Detrimental Conduct**. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, and promotes behavior or activities which are detrimental to the maintenance and safe operations of City of Turlock.
- **Demeaning or Disparaging**. The advertisement contains images or information that demeans or disparages an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age disability or sexual orientation.

- **Violence**. The advertisement either (a) contains images or descriptions of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal; or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage violence or violent behavior.
- **Firearms**. The advertisement either (a) contains an image of a firearm in the foreground of the main visual, or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.
- **Profanity**. The advertisement contains words recognized by the community as vulgar indecent or profane for display in a public setting that includes minors.
- **Alcohol/Tobacco**. The advertisement promotes the use of alcohol and/or tobacco products.
- **Graffiti**. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
- **Inappropriate Graphics**. The advertisement contains graphics recognized by the community as inappropriate, including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.
- **Political Information**. The advertisement contains political information or local or national controversial subject or subjects not in accordance with the Statutes, Ordinances and court decisions pertaining to the City of Turlock service area.

(b) **Review of Advertisement**. Contractor shall review each advertisement submitted for installation, display and maintenance on City of Turlock properties to determine whether the advertisement conforms with one or more of the categories set forth in the Limitations on Advertising section of these Standards:

- Contractor shall promptly notify City of Turlock, through its designated Contract Administrator, of its determination for its not displaying an advertisement
- Upon receipt of notification, City of Turlock shall advise the Contractor whether City of Turlock concurs with the Contractor's determination.
- In the event City of Turlock concurs in the determination of the Contractor. The Contractor, in consultation with the advertiser may submit one or more revisions to the advertisement, in order to bring the advertisement into conformity with the Standards. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these procedures.
- In the event the Contractor and the Advertiser do not reach agreement with regard to a revision of the advertisement, or in the event the Contractor determines that no appropriate revision would bring the advertisement into conformity with the Standards, the advertiser may request that the Contractor obtain a formal determination from the City

of Turlock from the Director of Development Services. In reaching a formal determination, the City of Turlock may consider any materials submitted by the advertiser, and may consult with the Contractor, and/or with the City of Turlock Legal Counsel.

- The Director of Development Services shall promptly provide the Contractor with a written notice of the formal determination, and the Contractor shall relay the formal determination to the advertiser
- Contractor may appeal the Director of Development Services formal decision in writing to the City Manager. The determination of the City of Turlock, City Manager shall be final.

Locations of Bus Facilities

City of Turlock currently operates vehicles from its Maintenance, Operations, and Administration Facility at 701 S. Walnut Rd., Turlock California and will be operating vehicles from this location. Buses are currently stored at this site.

Contractor Ingress and Egress

Contractor shall check-in before entering and check-out upon leaving City of Turlock premises or leased property with the appropriate personnel and on-duty maintenance supervisor or Transit Operations Manager.

Contractor shall provide reflective safety vests with company identification badges for its employees to be worn at all times while on City of Turlock property.

Contractor shall use a clearly identifiable vehicle for purposes of entering City of Turlock property. All vehicles used to install, remove or maintain the advertisement on City of Turlock buses while on City of Turlock shall display a business sign on the outside of each front door, both left and right sides, signifying the name of the company authorized to perform work on City of Turlock buses. The sign may be of the magnetized type. No private vehicle will be allowed on City of Turlock Property, however, private vehicles displaying the proper signage will be allowed.

Contractor shall conduct all of its work on City of Turlock buses between 6:00 p.m. and 10:00 p.m. on weekdays when City of Turlock's transit vehicles are not in revenue service, or between 8:00 a.m. and 5:00 p.m. on weekends, unless prior arrangements are made. Contractor shall not interfere with City of Turlock operations, including bus washing, when installing, removing or maintaining ads.

Contractor's Work on City of Turlock Property

- Contractor will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment materials and/or tools on City of Turlock property.
- City of Turlock shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while

buses are parked, at each applicable site. Indoor workspace is not available. City of Turlock and Contractor shall agree on how best to resolve any problems arising regarding the location of buses. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to City of Turlock's operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, City personnel and City equipment and facilities. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense.

- Contractor shall make available the necessary number of employees to conduct the Quality Control Program.
- During the performance of the work under this Contract, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off City property.

Conduct of Employees

Contractor shall insure that its officers, agents or employees while on City property or using equipment will conduct themselves in a safe and proper manner and if a complaint is made by City personnel, the Contractor will take such corrective measures as are necessary. If the Contractor does not take such corrective measure, City may deem the Contractor in breach of its obligations under the Agreement. Contractor further covenants and agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives will not deface or damage the property of City or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and agents, and shall pay for any clean up required to restore the property to its condition prior to entry by Contractor or as otherwise determined to be necessary by City,

Changes in Scope of Work

City of Turlock, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly

New provisions must be mutually agreeable to City of Turlock and the Contractor. Contract Modifications must be authorized by the City and must be completed as an Amendment to the Agreement.

City shall have the right to make changes in vehicles, vehicle configurations, vehicle types and related elements of work not involving extra cost and not inconsistent with the work to be performed.

1.3 Contract Period

The start date for the project will commence on _____. The conclusion of the base three (3) year portion of the contract shall be _____. If a three year contract extension is granted by the City of Turlock, the contract completion date for this RFP will be no later than _____.

1.0 PROPOSAL CONTENT

1.1 Format

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's approach to meet City of Turlock's requirement for exterior advertising services.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Respondents are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Respondents are encouraged to submit proposals that best address the evaluation criteria outlined in Section IV, Evaluation and Award, subsection 1.1.

The organization of each proposal should follow the general outline below. Proposals should not be lengthy in length. Included should be the Proposer's Qualifications, Experience and References and Technical Proposal section. Examples of previous work product may be submitted in print, PowerPoint presentation, video or compact disc. All sample materials will be available for return at respondent's request.

Respondent's proposal shall include the following items in the following sequence:

1.2 Cover Form

The signed cover form, provided in Appendix A, contains the following:

(a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Proposed Compensation Form. Identification shall include legal name of company, corporate address, telephone and fax number and contact person during period of proposal evaluation.

(b) An understanding of the conditions under which the proposal is offered.

(c) Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal

(d) An understanding that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.

(e) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or whether it is requesting modifications to the Sample Agreement and/or any requirements of this RFP.

(f) A statement confirming the commitment of adequate resources to meet City of Turlock's quality and schedule expectations.

(g) Signature of a person authorized to bind Proposer to the terms of the proposal.

1.4 Proposer's Qualifications, Experience and References

The following information shall be included:

a) Summary - A brief description of the Proposer's qualifications for furnishing the exterior advertising services, including the organization name, size and years in business.

b) Firm Experience – This section should contain a concise description of the proposer's background and experience in providing exterior advertising services to public transit sector similar to those outlined in the Scope of Work, listing at least three projects within the last three years (not including any projects completed for City of Turlock). The information submitted should include:
   - Name, address, and telephone number of the responsible official of the organization
   - Cost of the contract
   - Dates services encompass
   - Services provided
   - The status of the contract

Proposer must demonstrate that it has experience in the advertising business and that Proposer has the capability of properly operating such business in Turlock and Stanislaus County.

1.5 Technical Proposal

Exterior Advertising Services - The following shall be included as a description of the proposed services to be provided by the Proposer under this contract:

(a) Describe how the Firm intends to provide the services outlined in Section II.

(b) Quality Control Program describing how the Firm intends to meet the requirements outline in this RFP.

(c) Creative ideas and incentives that will maximize revenues and distinguish the proposer from others. Proposers should include any ideas that are proposed to maximize revenues and examples of properties where these ideas have been successful and other incentives that may make the proposer stand out from others.

(d) Conformance to the terms of the requirements of the RFP – The Proposer should describe if they can meet all the requirements of the RFP. Any deviation with the RFP requirements should be clearly identified and described. Failure to specify any exceptions or objection to the requirements, and terms and conditions of this RFP will constitute acceptance of City's requirements.

(e) Identification of any parts of the proposal the proposer considers proprietary and a written justification for the claim.

1.6 Compensation Proposal

Provide an estimated ticket sales (revenue) amount the city should expect from its advertisement program using the Form in Appendix A:

1.7 Supporting Documentation

Proposals may include other material that may assist in evaluating the Proposal. Supporting documentation should be relevant and brief.

1.8 Completed Required Forms (Provided in Appendix A)

- **Proposal Cover Form**
- **Compensation Proposal Form**
- **Certification Regarding Workers Compensation**
- **Fair Employment Practices Certification**
- **Certification Concerning Control of Employee of Contractor**
- **Non-Collusion Affidavit.** By submitting a proposal, the Proposer represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the bid.
- **Drug Free Workplace.** Certification regarding Government Code in matters relating to providing a drug frees workplace.
- **Restrictions on Lobbying**.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

1.0 EVALUATION AND AWARD

1.1 Evaluation Criteria

The City of Turlock will evaluate the Proposals received based on the following criteria:

Evaluation Criteria - % Weight (100% Best)	Scoring
Complete and thorough conformance with the terms and requirements of this RFP (In your submittal, state if you have any exceptions to the requirements.)	Pass/Fail
Proposer's qualifications and experience: Firm's ability to provide the required services and generate the maximum revenue for City of Turlock based on qualifications and references.	8 points
Revenues: Minimum amount of expected revenues or percentage of CONTRACTOR's net advertising revenue	8 points
Creative Ideas: Ideas proposed to maximize additional advertising revenues, advertising space use and additional outlets that City of Turlock can explore for future revenues.	4 points
Total Points	20 points

1.2 Evaluation Procedure

To be considered for evaluation, all proposals must be responsive to this Request for Proposals with respect to required submissions and must be compliant with all provisions as documented. City of Turlock may reject as nonresponsive any proposal not meeting the requirements of this RFP.

An Evaluation Committee shall be comprised of City of Turlock staff. The Committee members will evaluate the written proposals using the criteria identified in Section 1.1 above.

Firms submitting a proposal to this RFP may be required to give presentation of their proposal to City of Turlock (not anticipated at this time). Engagement staff shall be present at the oral presentation. City of Turlock's request for an oral presentation shall not constitute acceptance of a proposal.

After evaluating proposals based upon the criteria above, the Evaluation Committee will develop a list of top-ranked proposals within a competitive range, based upon the totals of each Committee members' score for each proposal. At this time, proposers may be asked to submit a Revised Proposal. In a request for Revised Proposals, firms may be asked to provide additional information, confirm or clarify issues and submit a final price offer. A deadline for submission will be stipulated. City of Turlock may not require a Revised Proposal, so proposers should submit their best proposal in the initial response.

1.3 Award

The City of Turlock may negotiate contract terms with the selected Proposer(s) prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Turlock. City reserves the right to determine the best value to the City of Turlock through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

1.4 Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by mail regarding CITY OF TURLOCK's intent to award the contract.

PROPOSAL COVER FORM
for
EXTERIOR ADVERTISEMENTS ON CITY TRANSIT BUSES

RFP # 14-56

City of Turlock

DATE SUBMITTED:

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON:

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS:

MAILING ADDRESS, IF DIFFERENT:

TELEPHONE:

FAX:

BUSINESS LICENSE NUMBER:

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by City of Turlock. The Contract will be in accordance with this Proposal.

2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.

3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4. The undersigned acknowledges the receipt of the following Addenda:

   _____

   _____

   _____

   _____

5. The undersigned understands that all proposals shall remain in effect for one hundred twenty (120) days from the date of the submittal.

6. The undersigned understands that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.

7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.

8. The undersigned will submit three sets of their proposal package and one electronic copy of the proposal on a CD or USB drive. The three sets of a proposer's proposal must be submitted as follows:

One original proposal with required signatures in ink by an officer of the proposer with the City of Turlock to bind the proposer to the terms of the RFP submitted in a separate securely sealed envelope marked as follows:

ORIGINAL: EXTERIOR ADVERTISING SERVICES PROPOSAL

Proposers are warned against making erasures or alterations of any kind without initialing each and every change.

Two sets of copies of the proposal submitted in a separate securely sealed envelope marked as follows:

COPY: EXTERIOR ADVERTISING SERVICES PROPOSAL

One electronic copy of the PROPOSAL on CD or USB drive.

The proposal shall be delivered, prior to 2:00 pm Pacific Time on December 19, 2014.

Scott Medeiros, Transit Planner
City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380

9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.

10. The undersigned confirms the commitment of adequate resources to meet CITY OF TURLOCK's quality and schedule expectations.

SIGNED:

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

_____
Signature, Printed Name, and Title

_____
Signature, Printed Name, and Title

IF CORPORATION:

This Corporation is incorporated under the laws of the State of:

_____

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to CITY OF TURLOCK is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

Compensation Proposal Form
Exterior Advertisements on City Transit Buses RFP 14-56

Enter below the proposed compensation for the functions listed as described in Section II, Scope of Work. Please be as specific as possible.

	Year 1	*Year 2*	*Year 3*
*Percentage of Net Advertising Revenue	_____%	_____%	_____%
*Minimum Monthly Guarantee Revenue	$____.00	$____.00	$____.00

*Contractor revenue towards the purchase of transit bus tickets

SIGNED: The undersigned certify that we sign this Price Proposal Form with full and proper authorization to do so.

_____
Company Name

_____
Signature, Printed Name, and Title

_____
Signature, Printed Name, and Title

If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to CITY OF TURLOCK is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

CERTIFICATION REGARDING WORKER COMPENSATION

RFP # 14-56

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 201__

(Proposer)

By_____

_____
(Official Title)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Proposer with the City of Turlock prior to performing any work under this contract.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Proposer agrees as follows:

1. The Proposer will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposers commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, CITY OF TURLOCK, or any other appropriate agency of the State of California designated by CITY OF TURLOCK for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by CITY OF TURLOCK as a basis for determining the Proposer to be not a "responsible Proposer" as to future contracts for which such Proposer may submit Proposals, for revoking the Proposers pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.

CITY OF TURLOCK shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Proposer has violated the Fair Employment Practices Act and has issued an order under Government Code§12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, CITY OF TURLOCK shall notify the Proposer that, unless it demonstrates to the satisfaction of CITY OF TURLOCK within a stated period that the violation has been corrected, the Proposers pre-qualification rating will be revoked.

5. The Proposer agrees that should CITY OF TURLOCK determine that the Proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to CITY OF TURLOCK, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent CITY OF TURLOCK from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Proposer shall certify to CITY OF TURLOCK that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by CITY OF TURLOCK:

a. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by CITY OF TURLOCK. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify CITY OF TURLOCK of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

8. The Proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each subContractor.

9. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-Contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available at the project site for inspection by CITY OF TURLOCK and shall permit CITY OF TURLOCK to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the Proposal. The person signing the certification shall state his/her address and official capacity.

Fair Employment Practices Certification

The undersigned, in submitting a Proposal for performing work as specified in the Scope of Work hereby certifies that the Proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

_____
PROPOSER

_____
SIGNATURE

_____
PRINTED NAME OF SIGNER

_____
TITLE

_____
MAILING ADDRESS

_____
CITY STATE ZIP CODE

_____
TELEPHONE NUMBER

_____
DATE

CITY OF TURLOCK
A CERTIFICATION CONCERNING CONTROL OF EMPLOYEE OF CONTRACTOR

The Contractor, by entering into this Agreement with CITY OF TURLOCK to perform or provide work, services or materials to CITY OF TURLOCK, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of CITY OF TURLOCK. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which CITY OF TURLOCK provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

_____
Signed

_____
Title

_____
Date

CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.

2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

_____ _____
Proposer Date

_____
Authorized Signature

DRUG FREE WORKPLACE CERTIFICATION

_____
COMPANY/ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:

   (a) The dangers of drug abuse in the workplace

   (b) The person's or organization's policy of maintaining a drug-free workplace.

   (c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

(a) Will receive a copy of the company's drug-free policy statement; and,

(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

_____
OFFICIAL'S NAME

_____
DATE EXECUTED EXECUTED IN THE COUNTY OF

_____
CONTRACT OR GRANT RECIPIENT SIGNATURE

_____
TITLE FEDERAL I.D. NUMBER

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned [Contractor] 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 an 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 making lobbying contacts to 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 Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT 1

PROPOSED CITY OF TURLOCK AGREEMENT

SAMPLE

(DRAFT ONLY, FINAL AGREEMENT MAY HAVE SIGNIFICANT CHANGES)

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and

_____

for
Exterior Advertisements on City Transit Buse
CITY PROJECT NO.14-56

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for _____ ; 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 Attachment 1. CONTRACTOR shall provide Services that are acceptable to CITY.

2. **LIMITATION ON ADVERTISERS**: CONTRACTOR will market the advertising space described herein only to person, companies, or businesses who agree to participate in the City's program to provide transit system access to the economically disadvantaged. Participation in the program will require the CONTRACTOR to purchase fare tickets in an amount equal to ___ percent (__%) of the net advertising revenue each month or the minimum guarantee amount of $_____ each month, whichever is greater and agree to furnish those tickets to the City of Turlock staff who shall distribute those tickets through a recognized charitable organization.

3. **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.

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

5. COMPENSATION: For the rights and privileges of placing advertising on the exterior of CITY's buses under this Agreement:

(a.) CONTRACTOR shall purchase transit fare tickets and provide them to the CITY equal to the monthly guarantee amount of ____% percent of CONTRACTOR's net advertising revenue each month or the minimum guarantee amount of $____ each month, whichever is greater. The minimum guarantee amount to be paid to CITY shall accrue beginning with the first month of this Agreement. The specified percentage of net advertising revenue shall be paid pursuant to the requirements of Paragraph 5(h). Payment for any period during the term hereof which isfor less than one full calendar month shall be prorated based upon the actual number of days of said month.

(b.) The term "gross advertising *revenue"* means all monies, remunerations, and considerations of *every* kind received from the sale of advertising space by CONTRACTOR in its operations as permitted under this Agreement plus the *revenue* equivalent from all advertising (whether or not CONTRACTOR received payment for it) appearing on the exterior of a bus.

(c.) "Net advertising *revenue"* shall mean "gross advertising *revenue"* less the following:

(1) Commissions paid to advertising agencies or sales representatives other than CONTRACTOR staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and

(2) The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed by any public agency on the sale or display of advertising under the terms of this Agreement and paid by CONTRACTOR.

(d) Gross advertising *revenue* shall be calculated on the accrual basis, (ie. amounts are prorated to the time periods that correlate to the time periods during which the advertising is displayed). Deductions to calculate net advertising revenue (e.g., commissions) shall be amortized over the term of the advertising.

(e) If CONTRACTOR shall not engage in selt-prornotlon of ant type.

(f) In the event that the number of buses *available* for the placement of advertising changes. the minimum guaranteed payment shall be adjusted by a proportionate amount. Any approved reduction in said payment must be directly attributable to a reduction in available advertising space and not due to CONTRACTOR's business practices or its failure to gain sales revenue. CONTRACTOR must provide documentation to CITY that proves to CITY's satisfaction that CONTRACTOR's reduction in revenue is due solely to a reduction in available advertising space before CITY will agree to any reduction in the minimum guaranteed payment. Excluded-from this provision are temporary reductions in available advertising space due to work stoppages, strikes, mechanical failures, accidents, catastrophes, riots, and similar events.

(g) CONTRACTOR shall purchase CITY transit fare tickets and provide them to the CITY equal to the monthly guarantee amount shown in Paragraph 5(a). by the 15th day of each month, beginning with the second month of the term of the Agreement. Said fare ticket payment shall be made at the following address: Administration Dept City of Turlock. 156 S. Broadway, Suite 230 Turlock. CA. Said monthly payments shall be accompanied by a schedule which names, sizes, quantities and the number of the advertisement which were displayed, the gross revenue earned for the advertisement, and the amount and description of any deductions from gross revenue permitted by this Section.

(h) By the 30th day of the month and every six (6) months thereafter, CONTRACTOR shall submit a schedule that compares the total of the six (6) monthly guaranteed transit fare ticket payments to the amount CITY would have received if paid the percentage of the net advertising revenue for the prior six (6) months. Any additional amounts owed to CITY shall accompany a reconciliation schedule.

(i) All transit fare ticket payments, regardless of their nature, shall be submitted in a timely manner. If a payment shall not be received by CITY by the deadline dates required by Paragraphs 5.(g) and 5.(h), then, without any requirement for notice to CONTRACTOR, CONTRACTOR shall pay to CITY a one-time rate charge equal to five percent (5%) of the overdue amount. In addition to incurring late charges, payments due CITY shall bear interest from the date when due at the rate of one and one half percent (1.5%) per month.

(1) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY agrees to continue to provide advertisement space on the transit vehicles until the dispute is settled or this agreement is terminated.

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

(j) Records: CONTRACTOR shall submit dated monthly records to CITY specifying the date, location and service rendered, and the charge therefor.

6. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of _____ months (___) beginning _____, 20__ and ending _____, 20__.

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 (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either:

(1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or

(2) (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,

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.

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 services 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 CONTRACTOR fail to pay CITY all or any part of the payments set forth in this Agreement on the date due, at its option CITY may terminate this Agreement if the failure is not remedied within thirty (30) days after CITY notifies CONTRACTOR 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, CONTRACTOR will pay CITY 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 Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

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. 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. FEDERAL REQUIREMENTS: In this section "Purchaser" refers to the City of Turlock

(a) Energy Conservation: CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act.

(b) Clean Water: (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended,33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(c) Access to Records: The following access to records requirements apply to this Contract:

1. CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or5311.

2 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to *provide* the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR18.39(i)(11).

6. FTA does not require the inclusion of these requirements in

subcontracts.

(d) Federal Changes: CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(e) Clean Air: (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

(f) Recovered Materials: CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(g) No Obligation by the Federal Government: (1)' The Purchaser and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(h) Program Fraud and False or Fraudulent Statements or Related Acts:

(1) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

(2) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.$.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(i) Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, CONTRACTOR certifies as follows: The certification in this clause is a material representation of fact relied upon by City of TURLOCK. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to City of TURLOCK, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that 'may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Civil Rights: The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color. creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity; The following equal employment opportunity requirements apply to the underlying contract:

(A) Race, Color. Creed, National Origin, Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTQR agrees to comply with any implementing requirements FTA may issue.

(B) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(C) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

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

for CONTRACTOR: _____
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: _____
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. _____
FAX: (209) _____

36. 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 upon agreement with the CITY will adjust the minimum guarantee revenue and percentage of net revenue towards the purchase of transit bus tickets. The CITY may cancel the contract if a requested minimum or percentage of net revenue is not acceptable.

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT 2

TRANSIT FLEET INVENTORY 2014 -2015

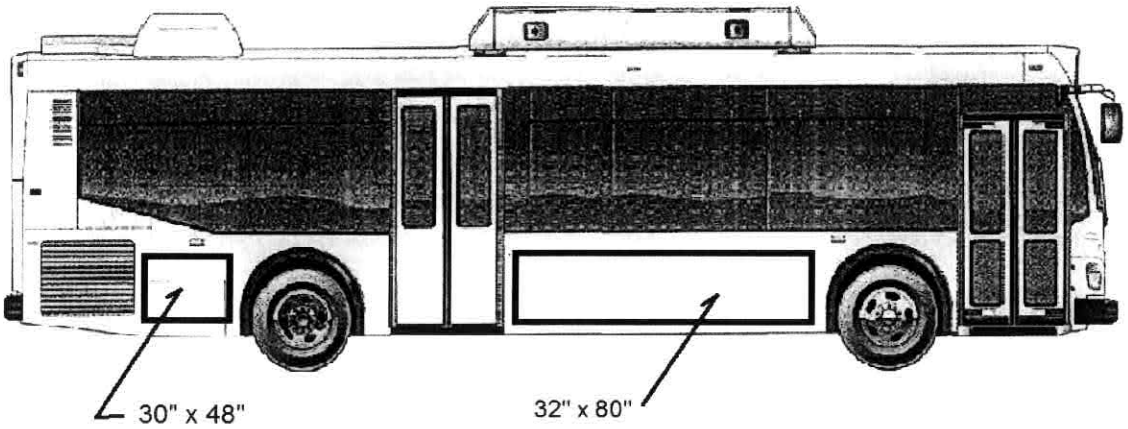
	Equipt No.	Description	Size	Service
	DAR03-1023 **	2003 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR03-1024 **	2003 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR03-1025	2003 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR03-1026	2003 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR03-1027	2003 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR05-1028 **	2005 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	DAR05-1029 **	2005 ELDO. AEROTECH 220 (FORD)	23 ft.	BLAST & DART*
	BLT05-1031	2005 ORION VII CNG	35 ft.	BLAST
	BLT05-1032	2005 ORION VII CNG	35 ft.	BLAST
	BLT08-1034	2007 ELDO. AERO ELITE 270 (CHEV)	29 ft.	BLAST
	DAR09-1035	2009 GLAVAL UNIVERSAL 450 (FORD)	26 ft.	BLAST & DART*
	BLT10-1036	2010 ORION VII CNG	35 ft.	BLAST
	BLT10-1037	2010 ORION VII CNG	35 ft.	BLAST
Future Acquisitions	DAR14-(xxxx) ***	(CUT AWAY)	26 ft.	DART
	DAR14-(xxxx) ***	(CUT AWAY)	26 ft.	DART
	DAR14-(xxxx) ***	(CUT AWAY)	26 ft.	DART
	DAR15-(xxxx) ***	(CUT AWAY)	29 ft.	BLAST
	DAR15-(xxxx) ***	(CUT AWAY)	29 ft.	BLAST
	BLT16-(xxxx) ****	FULL LENGTH TRANSIT BUS	35 ft.	BLAST
	BLT16-(xxxx) ****	FULL LENGTH TRANSIT BUS	35 ft.	BLAST
	BLT16-(xxxx) ****	FULL LENGTH TRANSIT BUS	35 ft.	BLAST
	BLT16-(xxxx) ****	FULL LENGTH TRANSIT BUS	35 ft.	BLAST

BLAST & DART (Usually DART) *
DART Bus Tentatively Planned to Retire from Service July 2015 **
DART Bus Tentatively Planned to Aquire and Place into Service July 2015 ***
BLAST Bus Tentatively Planned to Aquire and Place into Service September 2016 ****

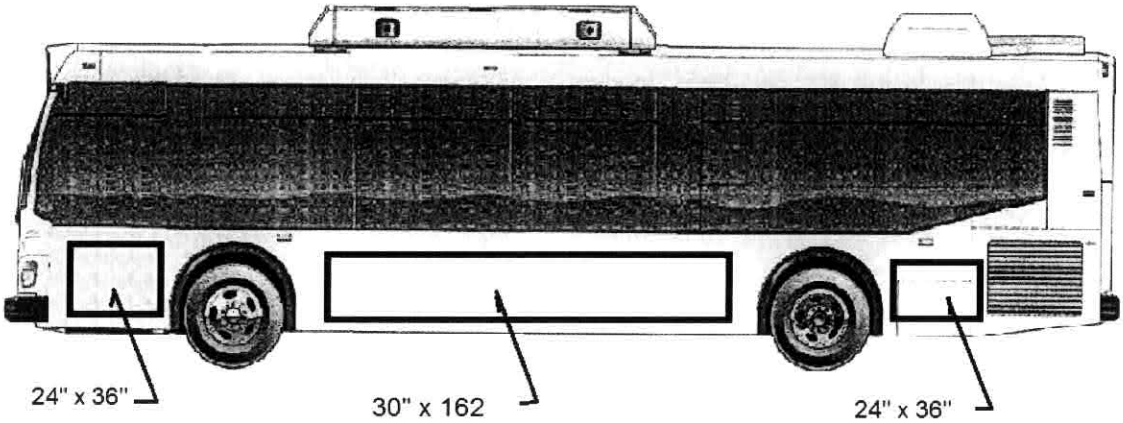
"BLAST" Fixed Route Full Size Bus

EXHIBIT 3

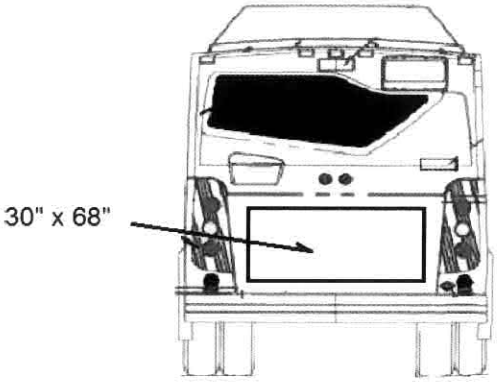
Note: Drawing NOT to Scale, Dimensions are approximate only.



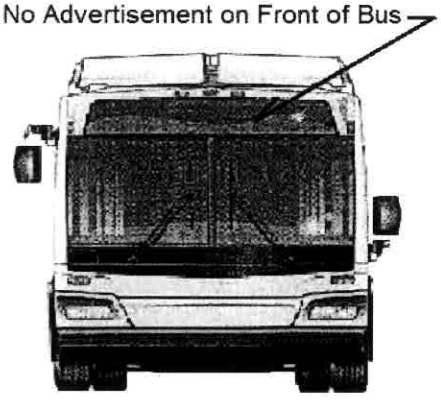
Curb Side of Bus



Drivers Side of Bus



Rear of Bus



Front of Bus

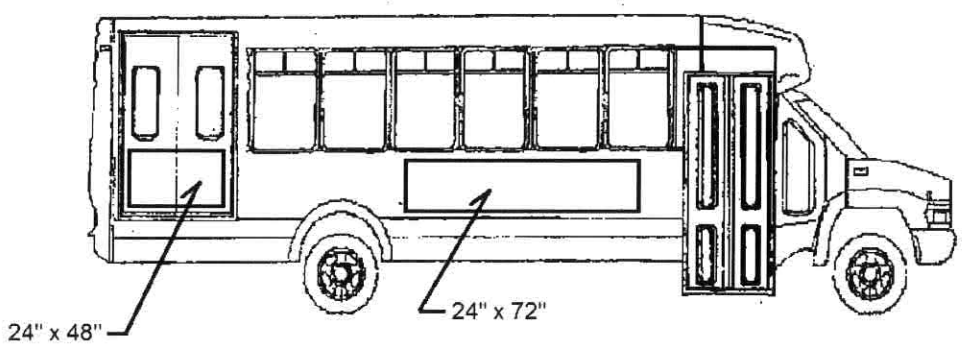
"BLAST" Fixed Route Smaller 29ft.Bus

EXHIBIT 3

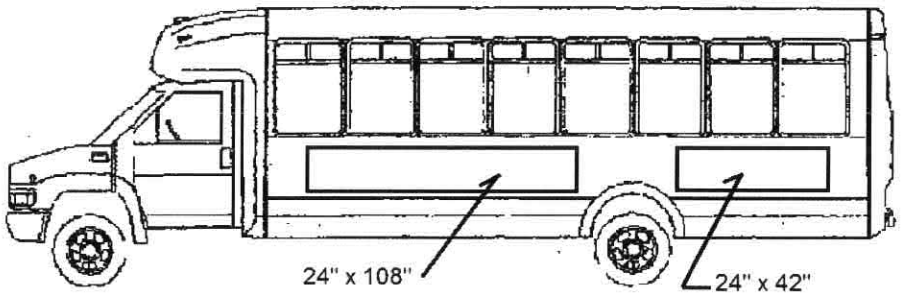
Note: Drawing NOT to Scale, Dimensions are approximate only.

Typical advertisement areas available for placement on BLAST cutaway bus
Drawing not to scale

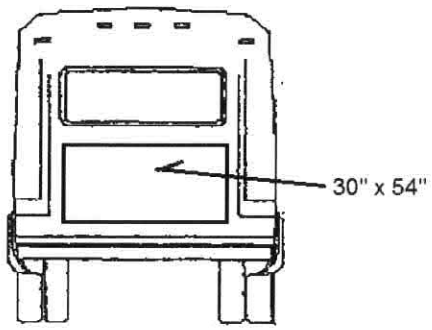
Advertisement area is approx. only; actual area may differ in size



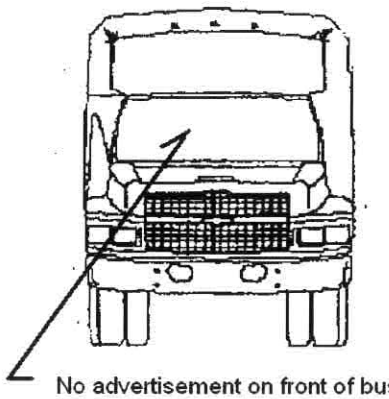
Advertisement area on driver's side of bus



Advertisement area on curb side of bus



Advertisement area on back of bus



No advertisement on front of bus

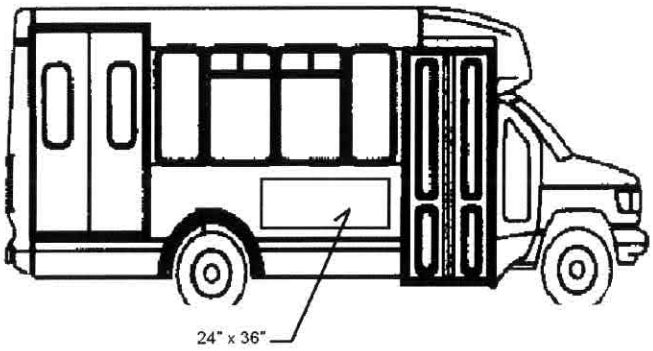
"DART" Smaller Paratransit Bus

EXHIBIT 3

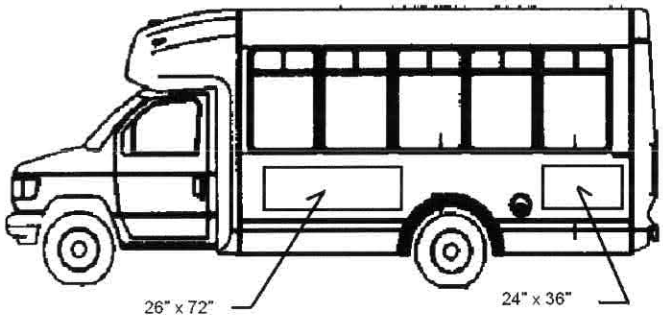
Note: Drawing NOT to Scale, Dimensions are approximate only.

Typical advertisement areas avaible for placement on DART cutaway bus
Drawing not to scale

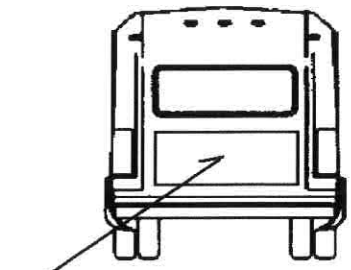
Advertisement area is approx. only actual area may differ in size



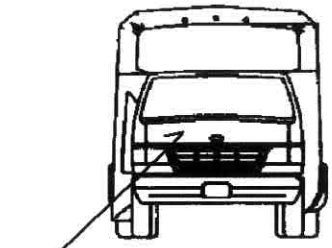
Advertisement area on curb side of bus



Advertisement are on driver's side of bus



Advertisement area on back of bus approx.
24" x 46"



No advertisement on front of Bus

8B

Council Synopsis

July 14, 2015

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

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

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the relocation of the War Memorial Cannon to Central Park

2. DISCUSSION OF ISSUE:

As a result of the sale of the 900 N. Palm property and surrounding facilities, it is necessary to relocate the War Memorial Cannon. Staff evaluated several locations within the city and discussed various possibilities with community members at the May 13, 2015 Parks, Arts and Recreation Commission meeting. GAR Park, Central Park, Turlock VFW and the Veteran's Cemetery were all discussed as potential options. Staff evaluated these options and as a result a public hearing proposing the relocation of the War Memorial Cannon to Central Park was held at the June 13, 2015 Commission meeting. Property owners within 1000 ft. of Central Park were notified about the hearing and invited to share their comments about the proposed project. Following the hearing, the Commission voted unanimously to recommend the relocation of the cannon to Central Park.

The attached rendering and plot plan provide a visual of the placement of the cannon, however actual design elements will depend on available funding. Staff will be inviting representatives of our local military groups to participate in a design meeting in order to gain input on desired design elements.

A final design proposal and budget request will be presented at the August 11th Council meeting. Project completion is planned for late October with a re-dedication event planned for Veteran's Day on November 11th.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative H: Community Programs, Facilities, and Infrastructure Goals:

a-iv) Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize

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.

c-i Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Estimated at $10,000

This cost is based on City staff installing a 12' x 31' concrete pad, with ground lighting and wrought iron fencing around the cannon. A dedication plaque will also be installed. Any additional design elements will be evaluated based on available funding.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE RELOCATION OF THE WAR MEMORIAL CANNON TO CENTRAL PARK	**RESOLUTION NO. 2015-**

WHEREAS, the 900 N. Palm property and surrounding facilities have been sold; and

WHEREAS, the War Memorial Cannon must be relocated; and

WHEREAS, the Parks, Arts and Recreation Commission conducted a public hearing on the matter and unanimously voted to recommend the cannon's relocation to Central Park.

WHEREAS, staff intends to work in cooperation with local military groups to finalize the design elements of the project.

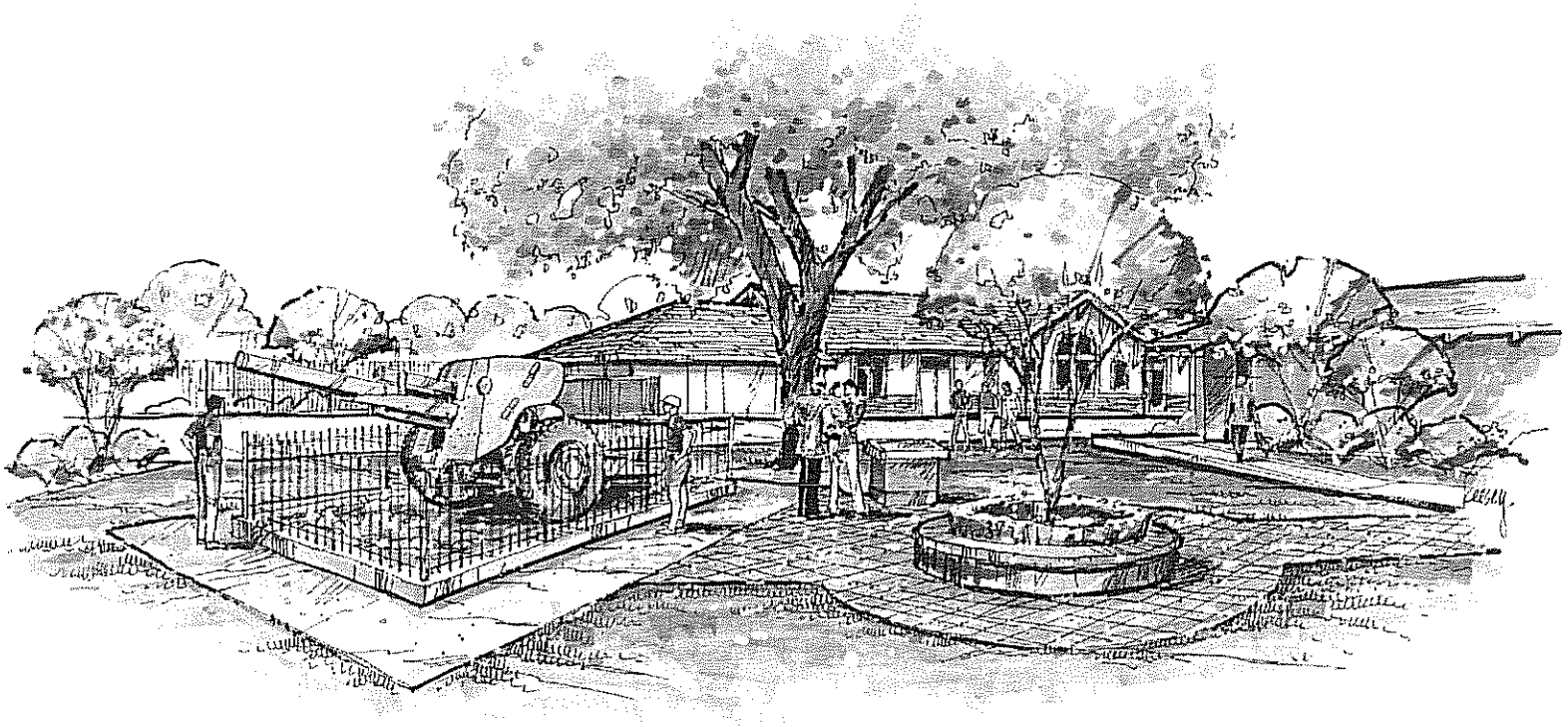
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the relocation of the War Memorial Cannon to Central Park.

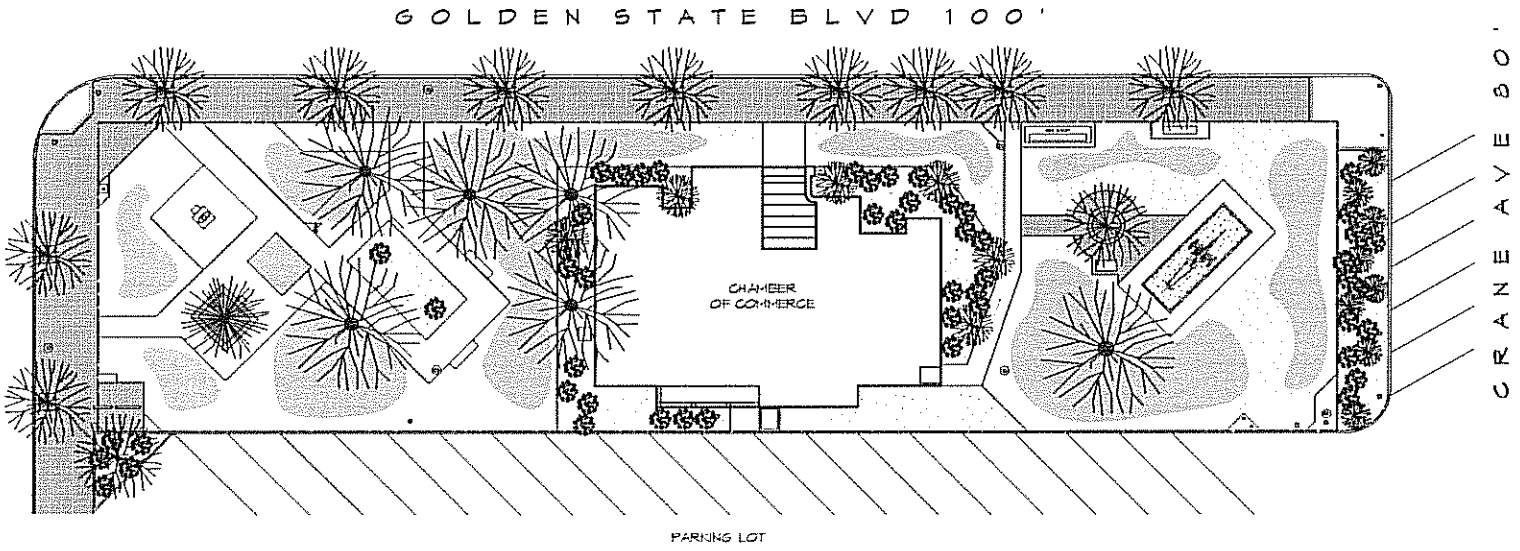
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

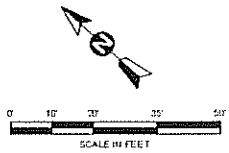
_____
Kellie Weaver, City Clerk,
City of Turlock, County of Stanislaus
State of California





CANNON AT CENTRAL PARK

TURLOCK, CALIFORNIA



8C

Council Synopsis

July 14, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving funding of two (2) police service dogs and associated costs, not to exceed $104,000 for the first year of operation, with an ongoing annual cost of $28,000 for each additional year of operation which will be absorbed into future general fund budgets, and appropriating said first year funds to expenditure account numbers in Fund 116, which is a special revenue fund utilizing Prop 172 funds as detailed in Exhibit A

2. DISCUSSION OF ISSUE:

The Turlock Police Department intends to implement its Canine program which has remained unfunded for several years.

Police Canine units have proven to be a very beneficial tool in law enforcement. The dogs that the Turlock Police Department intends to utilize will be dual purpose dogs, meaning they will be used for both general police work as well as drug detection. Not only will these dogs allow the Department to more effectively find narcotics, but more importantly they will allow officers to better locate suspects attempting to elude capture and will serve as a deterrent to those that may be contemplating resisting arrest or using physical violence.

Fund 116 is the Public Safety Tax funded through Prop 172 which is for frontline public safety use.

The Turlock Police Department intends to use the funds from Fund 116 to pay for and maintain this program. The Turlock Police Department currently has $3,833.42 in account number 266-20-255-346.30000_000. This amount will be used to offset the cost of the program. These funds were donations from the community given to fund the Canine unit when the Turlock Police Department had an active program.

3. BASIS FOR RECOMMENDATION:

A. City Council approval is needed for any changes to the adopted City budget.

Strategic Plan Initiative: B. Fiscal Responsibility

Goal(s): 1.) c. Ensure the most efficient use of resources and maximize value within Department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The total amount to fund the program for the first year is anticipated to not exceed $104,000; each additional year is not anticipated to exceed $28,000. These costs include both equipment costs and ongoing personnel costs. As such, the amounts may change over time due to inflation and personnel cost changes. Prop 172 funds will be utilized for the first year cost. The ongoing cost after year one will be absorbed into the general fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Council could decline the request to the funding of two (2) police service dogs and associated costs not to exceed $104,000.00 for the first year of operation with an ongoing cost of $28,000.00 for each additional year of operation. See Exhibit A for details

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING FUNDING OF TWO (2) POLICE SERVICE DOGS AND ASSOCIATED COSTS, NOT TO EXCEED $104,000 FOR THE FIRST YEAR OF OPERATION, WITH AN ONGOING ANNUAL COST OF $28,000 FOR EACH ADDITIONAL YEAR OF OPERATION WHICH WILL BE ABSORBED INTO FUTURE GENERAL FUND BUDGETS, AND APPROPRIATING SAID FIRST YEAR FUNDS TO EXPENDITURE ACCOUNT NUMBERS IN FUND 116, WHICH IS A SPECIAL REVENUE FUND UTILIZING PROP 172 FUNDS AS DETAILED IN EXHIBIT A	**RESOLUTION NO. 2015-**

WHEREAS, the Turlock Police Department intends to implement its Canine Program which has remained unfunded for several years; and

WHEREAS, police Canine units have proven to be a very beneficial tool in law enforcement. The dogs the Turlock Police Department intends to utilize will be dual purpose dogs meaning they will be used for both general police work and drug detection; and

WHEREAS, the Turlock Police Department intends to use the funds from Fund 116 to pay for this program; and

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

1. The funding of two (2) police service dogs and associated costs not to exceed $104,000 for the first year of operation with an ongoing cost of $28,000 for each additional year of operation; and

2. Appropriating those funds to expenditure account numbers in Fund 116 as detailed in Exhibit A.

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:

ATTEST:

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

EXHIBIT A

K-9 UNIT START-UP COSTS			15/16		16/17	17/18	
116-20-225.41010_004	K-9 Pay	K-9 Pay Differential	$ 18,118		$ 18,480	$ 19,032	Yearly
116-20-225.42007	Workers Comp	Associated Benefit	$ 844		$ 990	$ 1,020	Yearly
116-20-225.42008	City Liability	Associated Benefit	$ 906		$ 924	$ 952	Yearly
116-20-225.42010	Medicare	Associated Benefit	$ 262		$ 268	$ 276	Yearly
116-20-225.47095_010	K-9 Training	On Going Training	$ 1,800				Yearly
116-20-225.47095_010	K-9 Training	Patrol Training	$ 10,000				Initial
116-20-225.47095_010	K-9 Training	Detection Training	$ 10,000				Initial
116-20-225.47095_010	K-9 Training	Training Per Diem	$ 20,000	$ 41,800			Initial
116-20-225.47115	K-9 Expenses	Dog Food	$ 1,292				Yearly
116-20-225.47115	K-9 Expenses	Vet Services	$ 700				Yearly
116-20-225.47115	K-9 Expenses	Vet Insurance	$ 1,040				Yearly
116-20-225.47115	K-9 Expenses	Training Aids & Replacement Equip	$ 1,076				Yearly
116-20-225.47115	K-9 Expenses	Purchase of Dogs	$ 23,678				Initial
116-20-225.47115	K-9 Expenses	Vehicle Equipment	$ 8,610				Initial
116-20-225.47115	K-9 Expenses	Bite Suit	$ 1,614				Initial
116-20-225.47115	K-9 Expenses	Miscellaneous Equipment	$ 3,229	$ 41,238			Initial
			$ 103,168				

8D

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an exception to the 180-day wait period pursuant to California Government Code Sections 7522.56 and 21224 and the interim appointment of retired City employee Betty Gonzalez to assist with the City of Turlock Purchasing function

2. DISCUSSION OF ISSUE:

Betty Gonzalez, Purchasing Coordinator, retired effective July 3, 2015. Ms. Gonzalez retired after 27 years of service with the City of Turlock as Purchasing Coordinator. Ms. Gonzalez is the sole employee responsible for all purchasing functions at the City of Turlock. She is involved in critical and time sensitive purchasing and contract issues on a daily basis. Additionally, Ms. Gonzalez possesses a wealth of institutional knowledge regarding purchasing requirements both at the local and state levels.

Changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions:

Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.] CHAPTER 21. Public Pension and Retirement Plans 7522.56

(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

(1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

(2) The state employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed state employment position before 180 days has passed and the appointment has been approved by the Department of Human Resources. The department may establish a process to

delegate appointing authority to individual state agencies, but shall audit the process to determine if abuses of the system occur. If necessary, the department may assume an agency's appointing authority for retired workers and may charge the department an appropriate amount for administering that authority.

3) The retiree is eligible to participate in the Faculty Early Retirement Program pursuant to a collective bargaining agreement with the California State University that existed prior to January 1, 2013, or has been included in subsequent agreements.

(4) The retiree is a public safety officer of firefighter.

Additionally, Government Code Section 21224 stipulates the following for an exception to be granted to the 180-day wait period:

Appointee must have specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

A retired person shall only be appointed once to the vacant position and the temporary employment shall not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Funding for this appointment is provided within Enterprise Fund 410. Due to Ms. Gonzalez's qualifications and guidance provided by CALPERS rules, staff recommends Ms. Gonzalez receive an hourly rate of $26.91. This is based upon Public Pension and Retirement Plans 7522.56 (d) and 21224 "The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate."

3. BASIS FOR RECOMMENDATION:

Ms. Gonzalez will be able to provide specialized training to her successor and pass on the valuable knowledge she has acquired over the past 27 years. There is currently no other employee at the City of Turlock that possesses the knowledge or skills regarding the purchasing system. The functions that Ms. Gonzalez performs on a daily basis are critical for the City's departments to complete business efficiently and effectively. The new Purchasing Coordinator is not expected to be hired until late August 2015 and the lack of someone

performing the daily purchasing functions will cause many of the City's Departments to not be able to acquire the necessary products or services needed to operate the City of Turlock. Ms. Gonzalez's interim appointment will end June 30, 2016 or when the 960 hours have been utilized.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

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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: Not to exceed $25,000 during Fiscal Year 2015-2016. Funding is available within the Sewer Enterprise Fund 410.51.530.41002 and Water Enterprise Fund 420.52.550.41002. CALPERS requirements and City policy: part-time staff can work no more than 960 hours per FY.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not utilize the services of Ms. Gonzalez on a part-time basis. This alternative is not recommended as it may hinder the daily ability for City Departments to operate efficiently and effectively.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21224 AND THE INTERIM APPOINTMENT OF RETIRED CITY EMPLOYEE BETTY GONZALEZ TO ASSIST WITH THE CITY OF TURLOCK PURCHASING FUNCTION	}	**RESOLUTION NO. 2015-**

WHEREAS, in compliance with Government Code Section 7522.56 the City of Turlock must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Betty Gonzalez, CalPERS ID#5563292079, retired from the City of Turlock in the position of Purchasing Coordinator, effective July 3, 2015; and

WHEREAS, section 7522.56 requires the post-retirement employment commence no earlier than 180 days after the retirement date, which is December 31, 2015 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Turlock City Council, the City of Turlock and Betty Gonzalez certify that Betty Gonzalez has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Turlock City Council hereby appoints Betty Gonzalez as an extra help annuitant to perform the duties of Purchasing Coordinator for the City of Turlock under Government Code section 21224, effective July 14, 2015; and

WHEREAS, the appointment document between Betty Gonzalez and the City of Turlock has been reviewed and meets all requirements of Government Code sections 7522.56 and 21224; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $4665.00 monthly and the hourly equivalent is $26.91, and the minimum base salary for this position is $3838.00 monthly and the hourly equivalent is $22.14; and

WHEREAS, the hourly rate paid to Betty Gonzalez will be $26.91; and

WHEREAS, Betty Gonzalez has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate: and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby certifies the nature of the appointment of Betty Gonzalez as described herein and detailed in the appointment document and that this appointment is necessary to fill the critically needed position of Purchasing Coordinator for the City of Turlock on July 14th, 2015 so as to not hinder the daily ability of the City of Turlock to operate efficiently and effectively. The Purchasing Coordinator is solely responsible for all aspects of the purchasing functions for the City of Turlock.

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:

ATTEST:

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

8E

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium of $59,991

2. DISCUSSION OF ISSUE:

Type of Coverage – Employment Practices Liability Insurance
Insurer – Hiscox Insurance Company
Self-Insured Retention (Deductible) - $75,000
Maximum Liability Limit Per Claim, Per Aggregate - $1,000,000
Additional Defense Coverage - $1,000,000

The policy period is July 1, 2015 to July 1, 2016, with an annual premium in the amount of $59,991. The premium reflects a reduction of $1,253 from the expiring term. This policy provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims.

Cases against employers are on the rise. It is estimated that three out of five firms will be sued by an employee. Companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially.

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

Annual premium reduction of $1,253.

5. CITY MANAGER'S COMMENTS:

Recommend renewing EPLI policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to renew Employment Practices Liability Insurance coverage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT WITH HISCOX INSURANCE COMPANY TO MAINTAIN INSURANCE COVERAGE FOR EMPLOYMENT PRACTICES LIABILITY INSURANCE FOR FISCAL YEAR 2015-16 FOR AN ANNUAL PREMIUM OF $59,991	**RESOLUTION NO. 2015-**

WHEREAS, Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims; and

WHEREAS, the City recommends City Council approval to enter into a contract with the following insurer and insurance policy provisions:

Type of Coverage – Employment Practices Liability Insurance
Insurer – Hiscox Insurance Company
Self-Insured Retention (Deductible) - $75,000
Maximum Liability Limit Per Claim, Per Aggregate - $1,000,000
Additional Defense Coverage - $1,000,000

WHEREAS, it is estimated that three out of five firms will be sued by an employee and companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium amount of $59,991.

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:

ATTEST:

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

8F

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518

2. DISCUSSION OF ISSUE:

Workers' Compensation Insurance: Recommend continued services of self-insured plan with Keenan & Associates as third party administrator. This will be the third year of a three year administrative contract with Keenan for our claims administration. Recommend renewal of Safety National Casualty Company for our Excess Workers' Compensation with a rating by A.M. Best of A XII.

We continue to achieve a significant savings by combining self insurance with re-insurance. Our estimated costs for the 2015-16 year will be under $600,000, depending on actual claims. We estimate this would be less than half of what our Workers' Compensation Insurance would be if we purchased it through a fully purchased insurance program. We are recommending that we stay with Safety National Casualty Insurance; the self-insurance retention remaining at $1,250,000 for all employees, which will result in a reinsurance premium rate of no increase.

Note: Our claims experience has resulted in the ability to utilize self-insurance with appropriate reinsurance.

A search of the excess workers' compensation markets was performed by Winton Ireland Strom & Green along with Keenan & Associates to insure the most competitive pricing was offered this year.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No fiscal impact for year 2015-16.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

None.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT WITH SAFETY NATIONAL CASUALTY COMPANY TO MAINTAIN INSURANCE COVERAGES FOR WORKERS' COMPENSATION INSURANCE FOR FISCAL YEAR 2015-16 FOR AN ANNUAL PREMIUM OF $94,518	**RESOLUTION NO. 2015**

WHEREAS, the City of Turlock provides insurance benefit coverage including Workers Compensation; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

a) WORKERS' COMPENSATION: Keenan & Associates as third party administrator

b) EXCESS WORKERS COMPENSATION: Safety National Casual Insurance Company.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize approvalal to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518.

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:

ATTEST:

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

8G

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433

2. DISCUSSION OF ISSUE:

Health Coverage: The City uses a combination of self-insurance and re-insurance for medical, dental and vision coverage. The City has been covering the first $150,000 of medical and prescription claims per claimant per plan year (July 1st through June 30th of every year). Re-insurance covers all claims above this level per claimant per plan year.

In FY 2014-15, the Specific Stop Loss deductible was $150,000. For the $150,000 specific for FY 2015-16, the premium would increase by $909,541 annually, a 60.2% increase, if we were to remain at this specific deductible level. By accepting the $175,000 specific deductible, the City of Turlock reduces the increased premium to a $643,577 increase for FY 2015-16. Therefore, staff is recommending an increase in the re-insurance specific stop loss deductible to $175,000 per individual. Combining all fixed costs, this will be an overall fixed cost increase of $648,424 (39% annually). This number is a blended number with all other fixed cost (administration, PPO access fees, medical management, etc.), as there were no increases to the administration charges, network charges, utilization review, etc. Once the fixed costs are then combined with overall claims cost, the City anticipates that with strong medical management, the premium increase will come in at 7.3% for FY 2015-16.

The increase in the specific stop loss coverage is attributed to multiple large shock losses for the FY 2014-15. Unfortunately, these claims are ongoing, large claims that will bridge over two policy years.

By increasing the specific deductible to $175,000, this means the City will take on an additional $25,000 per stop loss claimant. In order to break even at the new

premium for the $175,000 deductible, we would need 10.6 stop loss claims. It would require more than 10 claims for this to be a poor decision. In Fiscal Year 2014-15, we will close the year with six (6) specific claims. We do expect four (4) of these to go over the stop loss deductible in FY 2015-16.

The City of Turlock is with Networks by Design (NBD) for network services. NBD has performed as they promised and the City realized strong PPO savings again this past fiscal year. The renewal of the specific stop loss coverage is based on how well the City's claims are performing, known and unknown claims, network penetration, network performance, etc. Factored into this renewal are six known large claims that are ongoing and *could* lead to additional funding in FY 2015-16. The City of Turlock medical cost trend has come down tremendously over the course of NBD intervention and the Plan has performed well if you factor out these large shock loss claims.

We will continue to review our claims to insure that we are in line with our budget and that we are continuing to see savings based on the medical management process and claim discounts with NBD. This is done through an active partnership with our employees, our Human Resource Department, Winton-Ireland Insurance Agency, Inc., and CBA.

Recommend continuation of self-insured plan including health, prescription, dental, and vision and increasing the Specific Stop Loss Deductible to $175,000 with the following insurance companies:

Third Party Administrator	Combined Benefits Administrators
Specific Reinsurance	Symetra Life
Aggregate Reinsurance	Symetra Life
PPO Network	Networks by Design (NBD)
Medical Management	Hines & Associates
Dental	Delta Dental Premier Network[1]
Vision	Vision Service Plan (VSP)[1]
Broker	Winton-Ireland Insurance Agency, Inc.

The projected cost of Medical, Dental, and Vision insurance based on past claims experience is $1,681.50 per employee per month (fixed costs plus all claims less specific reimbursement). We anticipate this number could to decrease through the next FY due to NBD network efficiencies, aggressive management of the large shock loss claims, and the implementation of Seity wellness initiatives.

Dental Insurance: The City is self-funded with Delta Dental of California (Delta) for dental benefits and the policy renewal is July 1, 2016. This policy has been very stable and the cost has not increased in recent years. Delta extended the

current contract in July 2014 with no change in administrative costs and extended the contract for an additional two years, to July 1, 2016.

Vision Insurance: The City is self-funded with Vision Service Plan (VSP) for vision benefits and the policy renewal is January 1, 2018. This policy has been very stable and the cost has not increased in recent years. VSP extended the current contract in January 2015 with no change in administrative costs and extended the contract for an additional three years, to January 1, 2018.

Life Insurance: The City is insured with Symetra for life insurance and our policy renewal date is September 1, 2016. This policy is 1.5 x salary + $5,000, with a cap of $500,000. We are in the 2nd year of a rate guarantee period.

Long Term Disability Insurance: The City is insured with Symetra Life for long-term disability coverage. Symetra's maximum monthly benefit is $10,000, based on each person's salary. We are in the 2nd year of a rate guarantee period and the renewal date is September 1, 2016.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At budget adoption for FY 2015-16, the health plan costs were increased by 7% from the prior year. With the expected claims volume and the increase in fixed costs, we expect we will meet this budget number. Administration will monitor claims and premiums on a monthly basis throughout the year and bring recommended adjustments with reporting to Council.

Dental Insurance: No change until July 2016.
Vision Insurance: No change until January 2018.
Life Insurance: No change until September 2016.
Long Term Disability Insurance: No change until September 2016.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES

A. The City of Turlock could remain at the $150,000 Specific Stop Loss Deductible level in lieu of moving to the higher deductible and pay the 16.9% differential in premium between the two deductibles. This $150,000 specific stop loss deductible level will have a budget impact of +4.4% (or an annual dollar increase of $263,933).

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT WITH SYMETRA LIFE INSURANCE COMPANY FOR EXCESS LOSS INSURANCE RELATED TO MEDICAL AND PRESCRIPTION COVERAGE FOR FISCAL YEAR 2015-16 FOR AN ANNUAL PREMIUM OF $2,279,433	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock provides Medical and Prescription coverage for regular full-time employees including Dental, Vision, Life/Accidental Death & Dismemberment (Life/AD&D), and Long Term Disability (LTD) Coverage; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

a) MEDICAL/PRESCRIPTION COVERAGE: Combined Benefits Administration as Third Party Administrator to maintain the self-funded PPO Plan, Caremark to provide pharmaceutical benefits management for the self-funded prescription plan, and Symetra to provide reinsurance coverage for medical and prescription drug coverage;

b) DENTAL: Delta Dental to administer the self-funded dental plan;

c) VISION: Vision Service Plan (VSP) to administer the self-funded Vision Plan;

d) LIFE/AD&D: Symetra Life to administer this fully insured life Plan; and,

e) LTD: Symetra Life to administer this fully insured disability Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433.

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:

ATTEST:

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

8H

Council Synopsis

July 14, 2015

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract with Travelers Property Casualty Insurance Company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750

2. DISCUSSION OF ISSUE:

Property Insurance:

Recommend current insurer: Travelers Property Casualty Insurance Company (A.M. BEST, Rated A++ Superior)

Provides for both property and auto physical damage coverage, including high-value vehicles over $25,000. The expiring year's premium is $192,398, with a total insured limit of $119,488,192. The renewal premium is $193,750, at a total insured limit of $121,001,453, a 1% increase over last year due to a slight increase in values and no change in the rate due to excellent loss experience. We have retained the $500,000 coverage for a temporary location and retained the deductible on Contractors Equipment at $2,500 per occurrence on those items under $25,000. Also included again this year is a policy that reduces the vehicle deductible per incident to $10,000 on all vehicles, with the exception of those that have a singular value in excess of $100,000. Higher value vehicles will retain the existing $25,000 deductible for those between the values of $100,000 - $200,000 and for those vehicles over $200,000 we will retain the $50,000 deductible. This flexible deductible approach has benefited the City.

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: All expenses were included in the adopted budget for Fiscal Year 2015-16.

5. CITY MANAGER'S COMMENTS:

Insurance is reviewed on an ongoing basis as property is added to or deleted from the City of Turlock. Recommend continuance of current policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There were no other companies interested in quoting our property insurance due to the low premium already provided by Travelers Insurance or companies couldn't match the coverage form.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT WITH TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY TO MAINTAIN INSURANCE COVERAGE FOR PROPERTY PROGRAMS FOR FISCAL YEAR 2015-16 FOR AN ANNUAL PREMIUM OF $193,750	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock provides insurance coverage for Property Insurance Programs; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into a contract for the following insurance program:

a) PROPERTY INSURANCE PROGRAMS:

Travelers Property Casualty Insurance Company (A.M. BEST, Rated A++ Superior)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize approval to enter into a contract with Travelers Property Casualty Insurance company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750.

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:

ATTEST:

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

8I

Council Synopsis

July 14, 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: Authorizing the issuance of Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015 and the execution and delivery of certain related documents and taking certain related actions

2. DISCUSSION OF ISSUE:

In 1999 the City of Turlock issued bonds to assist in funding the infrastructure construction needed at the yet to be developed Monte Vista Crossings shopping center. As part of the debt issuance process, Community Facilities District No. 1 Monte Vista Corridor (CFD #1) was formed. The parcels within CFD #1 are assessed annually in an amount necessary to pay the annual debt service and associated administrative costs of CFD #1. This direct assessment revenue was pledged as repayment for the 1999 bonds and is the only revenue source pledged for repayment. At this time approximately $2.8 million of the $4.64 million in bonds issued are still outstanding. The portions outstanding carry 6.7% and 7% interest coupons. Based on the current amortization schedule, this debt will be fully retired in September 2024.

Staff has been working with our financing team to put together a refunding package for the outstanding debt. Due to the relatively small size and duration, it was decided that a private placement debt issuance would be the most expedient while still providing a significant level in savings to the property owners within CFD #1. At this time, Staff is in negotiation with a bank who has committed to the refunding at a 2.52% coupon yielding an approximate 4% all in interest cost (includes interest, cost of issuance, and debt service reserve). The approximate present value savings of this refunding is expected to be just under $375,000. This refunding does not propose taking the debt out longer than the original maturity.

In order to proceed with this refunding, the following documents are before Council for approval.

- ✓ Fiscal Agent Agreement between the City of Turlock for and on behalf of CFD #1 and U.S. Bank National Association as fiscal agent;

- ✓ Escrow Agreement between the City of Turlock for and on behalf of CFD #1 and U.S. Bank National Association as trustee; and

- ✓ A Resolution authorizing the refunding, the execution and delivery of related documents and making certain findings related to the refunding

If Council approves the accompanying resolution, Staff anticipates that the refunding will be completed by end of the month in time to incorporate the savings into the direct assessment calculations for CFD #1 that are due to the County Auditor-Controller's Office by August 15th. City Staff has been in contact with the consultant who does these calculations on our behalf so that they are aware of potential changes for this year. City Staff has also been in contact with the major property owner within the CFD so that they are aware of the proposed refunding.

3. BASIS FOR RECOMMENDATION:

The current interest rate environment remains at near historic low levels. The refunding of the outstanding bonds would allow the City to take advantage of this environment and provide substantial savings to the property owners within the CFD. A copy of the map of the CFD is attached to this Synopsis to provide Council with a visual of the composition of the CFD.

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, the remaining coupon rates for the outstanding 1999 Bonds range from 6.7% to 7.0% and the bonds final maturity is in September 2024. The refunding proposes a single coupon rate of 2.52%. The all in interest rate for the refunding is just under 4.0%. The final maturity will remain September 2024 and the projected net present value savings of just under $375,000. The costs of issuance will be paid out of proceeds from the bond issuance.

In addition to the Resolution, attached to this Synopsis is a map depicting the CFD boundaries, the Fiscal Agent Agreement and the Escrow Agreement.

Debt service payments are included in the annual budget for Fund 705 "NW Triangle Mello Roos (CFD #1)".

No General Fund dollars will be used for the annual debt service or cost of issuance.

5. CITY MANAGER COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable at this point in the process.

7. ALTERNATIVES:

No alternative is recommended since the refunding proposal reduces overall and annual costs for the property owners within CFD #1. The refunding does not have any impact to the City's General Fund finances.

AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT #1 - MONTE VISTA CORRIDOR, CITY OF TURLOCK, STANISLAUS COUNTY, STATE OF CALIFORNIA

1) Filed in the office of the City Clerk of the City of Turlock this ____ day of _____, 19___.

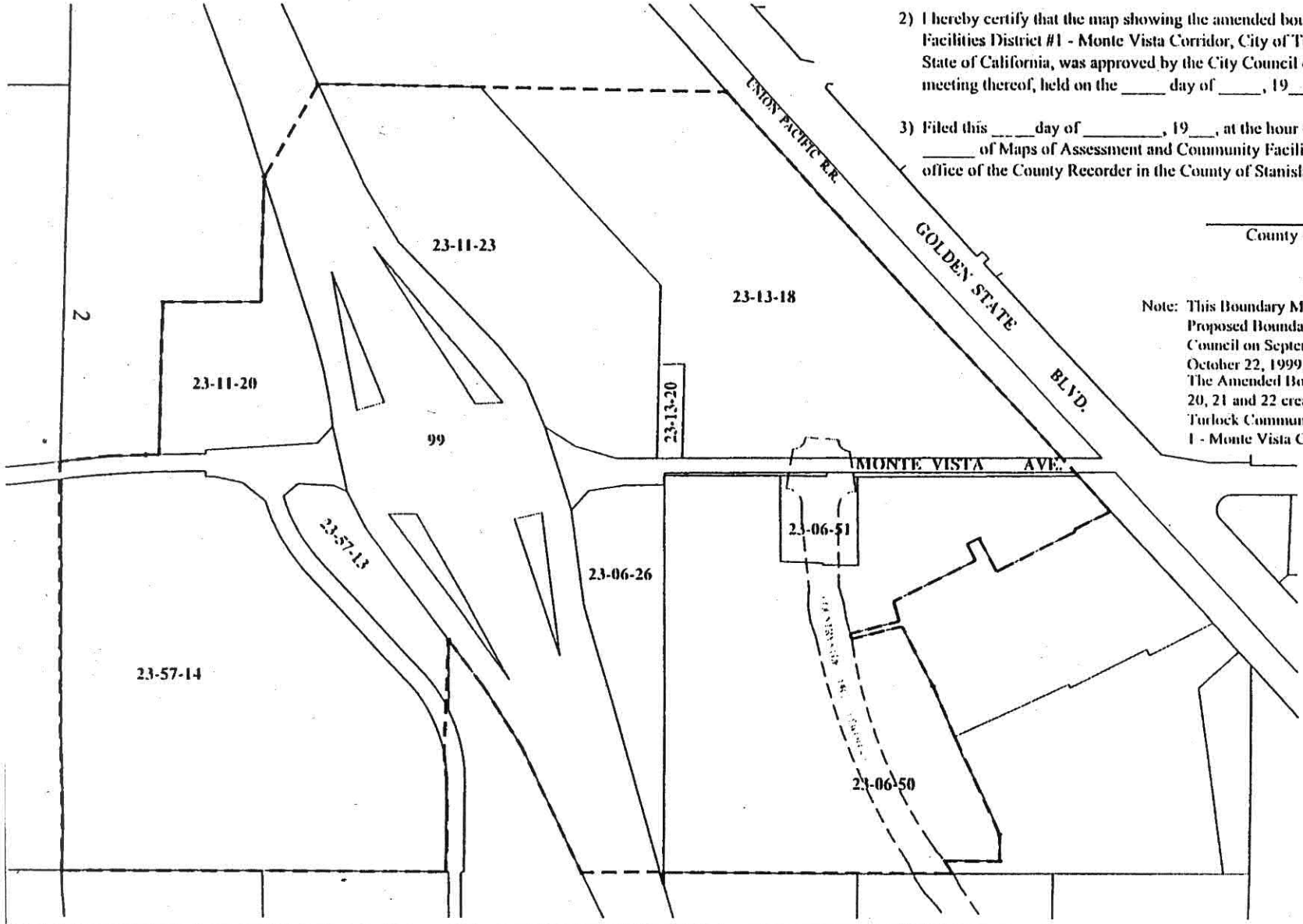
_____
City Clerk of the City of Turlock

2) I hereby certify that the map showing the amended boundaries of Communities Facilities District #1 - Monte Vista Corridor, City of Turlock, Stanislaus County, State of California, was approved by the City Council of the City of Turlock at a special meeting thereof, held on the _____ day of _____, 19___, by its Resolution No. _____.

3) Filed this ____day of _____, 19___, at the hour of ____o'clock ___.m. in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____, in the office of the County Recorder in the County of Stanislaus, State of California.

_____
County Recorder of Stanislaus County

Note: This Boundary Map supercceds and replaces the Proposed Boundary Map adopted by Turlock City Council on September 28,1999, and recorded on October 22, 1999, by instrument no. 101332. The Amended Boundary Map excludes parcels 20, 21 and 22 created by VTPM 99-02 from Turlock Community Facilities District No. 1 - Monte Vista Corridor, from the district.



CITY OF TURLOCK,

for and on behalf of

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 1
(MONTE VISTA CORRIDOR)

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

FISCAL AGENT AGREEMENT

Dated as of July 1, 2015

Relating to the

$_____
City of Turlock
Community Facilities District No. 1
(Monte Vista Corridor)
Special Tax Refunding Bonds, Series 2015
(Bank Qualified)

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FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of July 1, 2015, is made and entered into, by and between the City of Turlock, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) (the "District") and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") conducted proceedings pursuant to Mello-Roos Community Facilities Act of 1982, as amended, set forth in the California Government Code commencing with Section 53311 (the "Mello-Roos Act"), including among other actions, the adoption of Resolution No. 99-239, on November 29, 1999, to form the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) (the "District"); and

WHEREAS, pursuant to the Mello-Roos Act, in particular Government Code Section 53317(g), the City Council acts as the legislative body of the District (in such capacity, the "Legislative Body"); and

WHEREAS, at an election in the District that was held on November 29, 1999, the qualified electors of the District duly authorized (i) the issuance of not to exceed $6,000,000 principal amount of special tax bonds for the purpose of financing the acquisition and construction of such public facilities (the "Bond Authorization"), and (ii) the levy of a special tax ("Special Tax") pursuant to a rate and method of apportionment of Special Tax for the District (the "Rate and Method") to be used for the purpose, among others, of paying the interest on and principal of and redemption premiums, if any, on such special tax bonds; and

WHEREAS, pursuant to the Bond Authorization, the City, for and on behalf of the District, issued its Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Bonds, Series 1999, in the aggregate principal amount of $4,640,000 (the "1999 Bonds"); and

WHEREAS, the City Council, acting as the Legislative Body, has adopted Resolution No. 2015-_____, on July [14], 2015, authorizing the issuance of bonds (the "Bonds") to refund all of the remaining outstanding 1999 Bonds pursuant to this Fiscal Agent Agreement; and

WHEREAS, the Bonds shall have terms set forth herein and shall be secured in the manner provided herein; and

WHEREAS, all things necessary to cause the Bonds, when executed by the City, for and on behalf of the District, and authenticated by the Fiscal Agent and delivered as provided herein, to be legal special tax obligations of the City, enforceable in accordance with their terms, and to constitute the Fiscal Agent Agreement a valid agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery

hereof and the execution and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds and all other Bonds which may be issued from time to time pursuant to supplements to this Fiscal Agent Agreement, are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Holders thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

1.01 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Agreement and of the Bonds and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"**Annual Costs**" has the meaning given to such term in the Rate and Method.

"**Annual Debt Service**" means, for any Bond Year, the sum of: (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of the provisions for Sinking Account Payments pursuant to Section 3.01), and (ii) the principal amount of the Outstanding Bonds (including any Sinking Account Payments) due in such Bond Year.

"**Authorized Denomination**" means $5,000 or integral multiple thereof.

"**Bond Register**" means the registration books required to be kept by the Fiscal Agent pursuant to Section 2.08.

"**Bond Reserve Fund**" means the fund by that name established pursuant to Section 5.02 and maintained by the Fiscal Agent.

"**Bond Year**" means the twelve-month period terminating on September 1 of each year, except that the first Bond Year shall commence on the Closing Date.

"**Bonds**" means the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015, issued pursuant to this Indenture and at any time Outstanding hereunder.

"**Business Day**" means a day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in the City in which the Fiscal Agent maintains its Principal Office are authorized or required by law or executive order to close.

"**Certificate of the City**" means an instrument in writing signed by the Mayor, the City Manager, the Treasurer, or any other officer of the City duly authorized by the City Council for that purpose.

"**City**" means the City of Turlock, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State of California.

"**City Clerk**" means the City Clerk of the City.

"**City Council**" means the legislative body of the City.

"**City Manager**" means the City Manager of the City.

"**Closing Date**" means the date on which the Bonds are original issued and delivered to the Original Purchaser, which shall be July [23], 2015.

"**Code**" means the Internal Revenue Code of 1986 and the regulations issued thereunder from time to time, and in this regard reference to any particular section of the Code shall include reference to any successor to such section of the Code.

"**Community Facilities Fund**" means the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Community Facilities Fund maintained by the Treasurer pursuant to Section 5.02.

"**Costs of Issuance**" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bonds, legal fees and charges, including bond counsel, special tax consultant and financial consultants' fees, placement agent fees, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing and the redemption and defeasance of the bonds refunded by the Bonds.

"**Costs of Issuance Fund**" means the fund by that name established pursuant to Section 4.02 and maintained by the Fiscal Agent.

"**District**" means the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor), a community facilities district duly formed and existing in the City pursuant to the Mello-Roos Act and the Resolution of Formation.

"**Expenses**" means all expenses paid or incurred by the City related to the administration of the Bonds or the District which qualify as "Administrative Expenses" under the Rate and Method, including but not limited to any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the lien in respect of any delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff related thereto and

a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general fund to pay any arbitrage rebate to the United States relating to the Bonds, any amounts paid or payable to any persons or entities employed by the City in connection with the discharge of any of the City's obligations hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States), any fees or expenses of the escrow bank and any costs incurred by the City pursuant to or in connection with agreement that relate to refunding escrow(s) for bonds issued by or on behalf of the District, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder or in connection with the Bonds or the refunding of the Bonds. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

"**Federal Securities**" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for the purpose of the fund for which the investment is made:

(i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"**Fiscal Agent**" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01. The initial Fiscal Agent is U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America.

"**Fiscal Agent Agreement**" means this Fiscal Agent Agreement and all Supplemental Agreements.

"**Fiscal Year**" means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its Fiscal Year in accordance with applicable law.

"**GAAP**" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any

other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"**Holder**" means any person who shall be the registered owner of any Outstanding Bond, as shown on the Bond Register maintained by the Fiscal Agent.

"**Independent Certified Public Accountant**" means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State of California, appointed and paid by the City, and who, or each of whom --

(1) is in fact independent and not under the domination of the City;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

"**Interest Payment Date**" means March 1 and September 1 on which interest on Bonds are scheduled to be paid, commencing on March 1, 2016.

"**Legal Investments**" means any securities in which funds of the City may be legally invested in accordance with the applicable law in effect at the time of such investment and in accordance with the then current investment policy of the City as determined by the City Council.

"**Mayor**" means the Mayor of the City.

"**Maximum Annual Debt Service**" means the greatest Annual Debt Service in any Bond Year during the period beginning with the then current Bond Year and ending with the Bond Year in which the last Outstanding Bonds mature by their terms.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982, as amended (being Sections 53311 et seq. of the Government Code of the State of California) and all laws amendatory thereof or supplemental thereto.

"**Moody's**" means Moody's Investors Service, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"**1999 Bonds**" means the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Bonds, Series 1999, issued by the City for and on behalf of the District.

"**Opinion of Counsel**" means a written opinion of counsel (including, without limitation, counsel for the City) retained by the City.

"**Original Purchaser**" means City National Bank, a national banking association duly organized under the laws of the United States of America.

"**Outstanding**" means, when used as of any particular time with reference to Bonds (subject to the provisions of Section 11.02), all Bonds except:

(1) Bonds cancelled and destroyed by the Fiscal Agent or delivered to the Fiscal Agent for cancellation and destruction;

(2) Bonds paid or deemed to have been paid within the meaning of Section 11.01; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been executed by the City and authenticated and delivered by the Fiscal Agent pursuant to Section 3.04.

"**Prepayment Fund**" means City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Prepayment Fund established pursuant to Section 5.02 and maintained by the Treasurer.

"**Principal Office**" means, with respect to the Fiscal Agent, the corporate trust office of identified in writing by the Fiscal Agent. For the initial Fiscal Agent, the Principal Office shall be the corporate trust office of U.S. Bank National Association at the address set forth in Section 11.13; provided, however, for transfer, registration, exchange, payment and surrender of Bonds, the Principal Office shall be the corporate trust office of U.S. Bank National Association in St. Paul, Minnesota, or such other office designated in writing by the Fiscal Agent from time to time.

"**Rate and Method**" means the Rate and Method of Apportionment and Manner of Collection of Special Tax, in the form attached to the Resolution of Formation and as it may be further altered or amended from time to time in accordance with the provisions of the Mello-Roos Act.

"**Redemption Fund**" means fund by that name established pursuant to Section 5.02 and maintained by the Fiscal Agent.

"**Refunding Law**" means Article 11, commencing with Section 53580, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and all laws amendatory thereof or supplemental thereto.

"**Required Bond Reserve**" means, as of any calculation date, an amount equal 38 percent of the Maximum Annual Debt Service.

"**Resolution of Formation**" means Resolution No. 99-239, adopted by the City Council, on November 29, 1999.

"**S&P**" means Standard & Poor's Ratings Service, a division of McGraw-Hill, and its successors or assigns, except that if such entity shall be dissolved or liquidated or shall no longer

perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"**Sinking Account**" means the account referred to by that name in the Redemption Fund established pursuant to Section 3.01(c).

"**Sinking Account Payments**" means the payments required under Section 3.01(b) to be deposited in the Sinking Account.

"**Special Tax**" means the special tax authorized to be levied and collected annually on all Taxable Land in the District under and pursuant to the Mello-Roos Act and the Rate and Method

"**Special Tax Fund**" means the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Fund maintained by the City pursuant to Section 5.01 and maintained by the Treasurer.

"**Supplemental Agreement**" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City Council, acting as the legislative body of the District, and which agreement is amendatory of or supplemental to this Fiscal Agent Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"**Tax Certificate**" means the certificate delivered upon the issuance of the Bonds relating to Section 148 of the Code.

"**Taxable Land**" means all land within the District taxable under the Mello-Roos Act in accordance with the proceedings for the authorization of the issuance of the Bonds and the levy and collection of the Special Tax.

"**Treasurer**" means the Treasurer of the City.

"**2015 Escrow Agreement**" means the Escrow Agreement, dated as of July 1, 2015, by and between the City, acting for and on behalf of the District, and U.S. Bank National Association, as the trustee relating to the 1999 Bonds, to effect the defeasance of the 1999 Bonds.

"**Written Request of the City**" means an instrument in writing signed by the Mayor, the City Manager or the Treasurer, or by any other officer of the City duly authorized by the City for that purpose.

1.02 Rules of Construction.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections in and the table of contents of this Fiscal Agent Agreement are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) Unless otherwise indicated, all references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein", "hereof", "hereby", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof

1.03 Equal Security. In consideration of the acceptance of the Bonds by the Holders thereof, the Fiscal Agent Agreement shall be deemed to be and shall constitute a contract between the City, for and on behalf of the District, and the Holders from time to time to secure the full and final payment of the interest on and principal of all Bonds which may from time to time be authorized, sold, executed, authenticated and delivered hereunder, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Holders without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number thereof or the time of execution, authentication or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II
AUTHORIZATION; TERMS

2.01 Designation and Authorization.

(a) A Series of Bonds designated as the "City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015," in the principal amount of $_____, shall be issued by the City for and on behalf of the District under and pursuant to the Mello-Roos Act, the Refunding Law and this Fiscal Agent Agreement.

(b) The City Council has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

(c) From and after the issuance of the Bonds, the findings and determinations of the City Council shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Bonds is at issue, and no bona fide purchaser of any of the Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the purchase price paid for the Bonds. The recital contained in the Bonds that the Bonds are issued under and pursuant to the Mello-Roos Act and this Fiscal Agent Agreement shall be conclusive evidence of their validity and of the regularity

of their issuance and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) have been delivered to the purchaser thereof and the purchase price thereof received.

2.02 Limited Obligation of City. *The interest on and principal of the Bonds are payable solely from and secured by a pledge of the Special Tax and the moneys in the Special Tax Fund, the Redemption Fund, the Prepayment Fund and the Bond Reserve Fund maintained hereunder, as provided herein. The City is not obligated to pay the Bonds except from the proceeds of the Special Tax and moneys in such funds. The Bonds do not constitute general debt, liability or obligation of the City. The General Fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on or principal of the Bonds. No tax or assessment other than the Special Tax shall ever be levied or collected to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any of the property of the City or any of its income or receipts except the money in the Special Tax Fund, the Redemption Fund, the Prepayment Fund and the Bond Reserve Fund. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and neither the City Council nor the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of the Bonds otherwise than from the proceeds of the Special Tax and the other funds as provided herein.*

2.03 Execution and Delivery; Authentication; Form.

(a) The City may at any time execute and deliver the Bonds and, upon the Written Request of the City, the Fiscal Agent shall authenticate and deliver the Bonds; provided, that before the execution of the Bonds and delivery to the Original Purchaser, the Original Purchaser shall have delivered to the City and the Fiscal Agent a letter substantially in the form set forth in Exhibit B, making the certifications, representations and warranties set forth therein.

(b) The Bonds, the certificate of authentication and the assignment to appear thereon shall be substantially in the form attached as Exhibit A with necessary or appropriate variations, omissions and insertions as permitted or required by this Fiscal Agent Agreement

(c) The Bonds shall be delivered in fully registered form, numbered from one upwards in consecutive numerical order (with such alphabetical prefix as the Fiscal Agent shall determine). The Bonds shall be executed and delivered, without coupons, in the Authorized Denominations.

2.04 Dated Date; Maturity Date. The Bonds shall be dated the Closing Date and shall mature on September 1, 2024.

2.05 Interest Rate; Interest Payment Dates.

(a) The Bonds shall bear interest at the rate of 2.52 percent per annum.

(b) Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day calendar months, and shall be payable on March 1, 2016, and semiannually

thereafter on September 1 and March 1 in each year. The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless they are authenticated on a day during the period from the 16th day of the month next preceding an Interest Payment Date to such Interest Payment Date, both days inclusive, in which event they shall bear interest from such Interest Payment Date, or unless they are authenticated on a day on or before the 15th day of the month next preceding the first Interest Payment Date, in which event they shall bear interest from the Closing Date; provided, that if at the time of authentication of any Bond interest is then in default on the Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds.

2.06 Method of Payment.

(a) The interest on and principal of the Bonds shall be payable in lawful money of the United States of America at the Principal Office of the Fiscal Agent.

(b) Payment of the principal of and interest on the Bonds shall be made only to the Holder whose name appears in the Bond Register.

(c) Payment of interest on the Bonds due on or before the maturity or prior redemption thereof shall be made only to the Holder whose name appears in the Bond Register at the close of business as of the 15th day of the month next preceding each Interest Payment Date, such interest to be paid by check mailed by first class mail on each such Interest Payment Date to such Holder at such Holder's address as it appears on the Bond Register, except that in the case of a Holder of $1,000,000 or more in principal amount of Bonds then Outstanding, payment shall be made at such Holder's option by wire transfer on each such Interest Payment Date of immediately available funds to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the United States of America according to written instructions provided by such Holder to the Fiscal Agent at least 15 days before each such Interest Payment Date. It is hereby acknowledged that the Original Purchaser has requested to receive interest on the Bonds by wire transfer, and the Fiscal Agent shall send interest payments due to the Original Purchaser in accordance to the written instructions provided by the Original Purchaser.

(d) Principal shall be paid on the surrender of the Bonds at the Principal Office of the Fiscal Agent at maturity or on redemption prior to maturity, except as provided below. So long as the Original Purchaser is the sole Holder of the Outstanding Bonds, payment of principal of the Bonds due as the result of a redemption (whether by mandatory sinking account redemption or extraordinary redemption from a Special Tax prepayment pursuant to Article III) shall be made by wire transfer in accordance with the Original Purchaser's written instructions on file with the Fiscal Agent at least 15 days before such payment date. If the Original Purchaser transfers any portion of the Bonds to a subsequent Holder (but only in a manner consistent with Section 2.08), the Fiscal Agent may thereafter pay principal of the Bonds due to any Holder as the result of a redemption by wire transfer, but only upon such Holder's written instructions in the form acceptable to the Fiscal Agent (as determined in the Fiscal Agent's reasonable discretion), given to the Fiscal Agent at least 15 days before such payment date.

(e) All payments of interest and principal on any Bond shall be valid and effectual to satisfy and discharge the liability on such Bond to the extent of the sum or sums so paid, whether by check, in person, or by wire transfer.

2.07 Execution of Bonds. The Bonds shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon or printed thereon by facsimile reproduction. In case any officer of the City whose signature appear on any of the Bonds shall cease to be such officer before the Bonds shall have been delivered to or on the order of the purchaser thereof, such Bonds may nevertheless be delivered and issued and, upon such delivery and issuance, shall be as binding upon the City as though such officer who signed the same had continued to be such officer until such delivery and issuance. So long as the person whose signature appears on any Bonds is the proper officer of the City on the date of execution of such Bond, the Bond shall be binding upon the City even if such person shall cease to be such officer of the City on the nominal date of the Bond. Only those Bonds that bear thereon a certificate of authentication manually executed by the Fiscal Agent shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Fiscal Agent shall be conclusive evidence that the Bonds so authenticated have been duly authorized, sold, executed, authenticated and delivered hereunder and are entitled to the benefits hereof.

2.08 Transfer and Exchange of Bonds.

(a) The Fiscal Agent shall keep at its Principal Office the Bond Register, in the form of sufficient books for the transfer and exchange of the Bonds, which books shall at all times during normal business hours with reasonable prior notice be open to inspection by the City or by any Holder.

(b) After initial delivery of the Bonds on the Closing Date, a Holder of the Bonds may sell or otherwise transfer such Holder's Bonds (or a portion thereof, but solely in an Authorized Denomination) to a transferee *only if* there has been delivered to the City and the Fiscal Agent a letter substantially in the form set forth in Exhibit B, making the certifications, representations and warranties set forth therein. Any material deviation of such letter from Exhibit B shall be subject to the prior approval by the City (which shall not to be unreasonably withheld). The Fiscal Agent shall not record a transfer of the Bonds (or any portion thereof) in the Bond Register until such letter has been delivered and received by the City.

(c) Any Bond (or a portion thereof, but solely in an Authorized Denomination) may be transferred or exchanged on such books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon payment by the Holder requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange and upon surrender of such Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Fiscal Agent. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City, for and on behalf of the District, shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of the same Series and maturity date and of authorized denominations for the same aggregate principal amount, except that neither the City

nor the Fiscal Agent shall be required (i) to transfer or exchange any Bonds during the 15-day period prior to the selection of any Bonds for redemption under Article III, or (ii) to transfer or exchange any Bond which has been selected for redemption in whole or in part, except the unredeemed portion of such Bond selected for redemption in part, from and after the day that such Bond has been selected for redemption in whole or in part under Article III.

2.09 Mutilated, Destroyed, Stolen or Lost Bonds.

(a) In case any Bond shall become mutilated in respect of the body of such Bond or shall be believed by the City to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the City and the Fiscal Agent and upon the surrender of such mutilated Bond at the Principal Office of the Fiscal Agent, or upon the receipt of evidence satisfactory to the City and the Fiscal Agent of such destruction, theft or loss and upon receipt of indemnity satisfactory to the City and the Fiscal Agent, and also upon payment of all expenses incurred by the City and the Fiscal Agent in the premises, the City shall execute and the Fiscal Agent shall authenticate and deliver at its Principal Office a new Bond or Bonds of the same aggregate principal amount in Authorized Denominations of like tenor and date and bearing such numbers and notations as the Fiscal Agent shall determine in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

(b) If any such destroyed, stolen or lost Bond shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the Fiscal Agent upon receipt of like proof, indemnity and payment of expenses.

(c) Any replacement Bonds issued pursuant to this section shall be entitled to equal and proportionate benefits with all other Bonds issued hereunder, and the City and the Fiscal Agent shall not be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and the replacement Bond shall be treated as one and the same.

2.10 Temporary Bonds. Any Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, shall be issued in fully registered form, shall contain such reference to any of the provisions hereof as may be appropriate and shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered in exchange therefor at the Principal Office of the Fiscal Agent, and the Fiscal Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations of the same Series and maturity date or dates, and until so exchanged, the temporary Bonds shall be entitled to the same benefits as definitive Bonds issued hereunder.

ARTICLE III
REDEMPTION OF BONDS

3.01 Mandatory Sinking Account Redemption; Sinking Account Payments.

(a) The Bonds are subject to mandatory redemption prior to their maturity in part on each September 1 on or after September 1, 2016, to the year of their maturity date, from Sinking Account Payments deposited in the Sinking Account (as set forth in Section 3.01(b) below), at the principal amount thereof, without premium, together with accrued interest thereon to the date of redemption.

(b) Sinking Account Payments are hereby established for the mandatory redemption and payment of the Bonds, which payments shall become due during the years ending on the dates and in the amounts as set forth in the following schedule (except that if any Bonds shall have been redeemed in part from Special Tax prepayment(s) pursuant to Section 3.03, then each Sinking Account Payment shall be reduced proportionately by the principal amount of all such Bonds so previously redeemed):

Year Ending September 1	Sinking Fund Account Payment
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024 (maturity)	

(c) All Sinking Account Payments pursuant to subsection (b) shall be deposited in the Sinking Account, which account is hereby established in the Redemption Fund. The Fiscal Agent shall maintain the Sinking Account so long as any of the Bonds are Outstanding.

(d) All money in the Sinking Account on September 1 of each year, beginning on September 1, 2016, and ending on September 1, 2023, shall be used and withdrawn by the Fiscal Agent on such September 1 for the mandatory redemption or payment of the Bonds. The Fiscal Agent hereby agrees and covenants with the Holders of the Bonds to call and redeem in accordance with this Article III of the Fiscal Agent Agreement or pay the Bonds from Sinking Account Payments deposited in the Sinking Account pursuant to this paragraph whenever on September 1 of any year there is money in the Sinking Account available for such purpose.

3.02 Optional Redemption. The Bonds are not subject to optional redemption prior to their maturity.

3.03 Extraordinary Redemption from Special Tax Prepayment. The Bonds are subject to extraordinary redemption, as a whole or in part, on any Interest Payment Date solely from money derived by the City from prepayments of the Special Tax under the Mello-Roos Act, upon notice as provided in Section 3.04, at a redemption price equal to 100 percent of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date of redemption, without premium. The City shall provide notice to the Fiscal Agent regarding any such extraordinary redemption at least 45 days (or such shorter period as acceptable to the Fiscal Agent) before the designated redemption date.

3.04 Notice of Redemption. The Fiscal Agent shall send (by first class mail or, with respect to any particular Holder, such other means acceptable by the Holder as indicated in writing by the Holder) a notice of redemption not less than 30 days nor more than 60 days before the date fixed for redemption to the respective Holders of all Bonds selected for redemption in whole or in part, but neither failure to receive any such notice nor any immaterial defect contained therein shall affect the sufficiency or validity of any such proceedings for redemption. Such notice shall state the date of such notice, the Bonds to be redeemed, the redemption date, the redemption price, the place of redemption (including the name and appropriate address of the Fiscal Agent) and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed, and shall give notice that further interest on such Bonds or the portions thereof to be redeemed will not accrue from and after the redemption date, and shall require that such Bonds be then surrendered for redemption at the Principal Office of the Fiscal Agent so designated. If any Bond so chosen for redemption shall not be redeemable in whole, such notice shall also state that such Bond is to be redeemed in part only and that upon presentation of such Bond for redemption there will be issued in lieu of the unredeemed portion of principal thereof a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to such unredeemed portion.

Notwithstanding the foregoing, in the case of any redemption of the Bonds from Special Tax Prepayment under Section 3.03 above, the notice of redemption may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the redemption shall not occur if by no later than the scheduled redemption date sufficient moneys to redeem the Bonds have not been deposited with the Fiscal Agent. In the event that the Fiscal Agent does not receive sufficient funds by the scheduled redemption date to so redeem the Bonds to be redeemed, the Fiscal Agent shall send written notice to the owners of the Bonds to the effect that the redemption did not occur as anticipated and the Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Fiscal Agent Agreement.

3.05 Partial Redemption of Bonds. Whenever provision is made in this Agreement for the redemption of less than all of the Bonds or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption so as to maintain substantially level debt service on the Bonds as directed in writing by the City. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed. Upon surrender of any Bond redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered owner thereof at the expense

of the City a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

3.06 Effect of Redemption of Bonds. If notice of redemption has been duly given as aforesaid and money for the payment of the principal of, together with interest to the redemption date on, the Bonds or portions thereof so called for redemption is held by the Fiscal Agent, then on the redemption date designated in such notice such Bonds or such portions thereof shall become due and payable, and from and after the date so designated interest on the Bonds or such portions thereof so called for redemption shall cease to accrue and the Holders of such Bonds shall have no rights in respect thereof except to receive payment of the principal or such portions thereof and the interest accrued thereon to the redemption date.

ARTICLE IV
APPLICATION PROCEEDS; COSTS OF ISSUANCE FUND

4.01 Application of Bond Proceeds. On the Closing Date, the Fiscal Agent shall receive on behalf of the City in connection with the sale of the Bonds an amount equal to $_____ from the Original Purchaser. The Trustee shall apply such proceeds as follows:

(a) Deposit in the Bond Reserve Fund an amount of $_____, which is equal to the initial Required Bond Reserve;

(b) Deposit in the Costs of Issuance Fund an amount of $_____; and

(c) Effect a transfer of $_____ to the "Escrow Fund" established under the 2015 Escrow Agreement (which amount, together with other moneys to be deposited therein as specified in the 2015 Escrow Agreement shall be sufficient to effect a defeasance of the 1999 Bonds).

4.02 Costs of Issuance Fund. The Fiscal Agent shall establish and maintain a fund to be known as the "Costs of Issuance Fund." All moneys in the Costs of Issuance Fund shall be applied to the payment of Cost of Issuance of the Bonds. Amounts in the Costs of Issuance Fund shall be applied by the Fiscal Agent solely as directed in a Written Request of the City, each of which shall be separately numbers as "Requisition No. ___," and each of which shall state: (A) the amounts, purposes and payees of the disbursements, (B) that the disbursements are proper charges against the Costs of Issuance Fund as provided in the Fiscal Agent Agreement, and (C) that the disbursements have not previously been paid from the Costs of Issuance Fund. Upon the earlier of the payment in full of the Costs of Issuance of the Bonds (or the making of adequate provision for the payment thereof, evidenced by a Certificate of the City to the Trustee) or 180 days after the Closing Date, any balance remaining in the Costs of Issuance Fund shall be transferred to the Redemption Fund.

ARTICLE V
SPECIAL TAX; FUNDS AND ACCOUNTS

5.01 Deposit of Proceeds of the Special Tax in the Special Tax Fund; Bond Pledge.

(a) There has been previously established in the Treasury of the City a fund to be known as the "City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Fund," which fund shall continue to be held and maintained in trust hereunder by the Treasurer, and the City agrees and covenants that all proceeds of the Special Tax (including any prepayments thereof), when and as received, shall be deposited in the Special Tax Fund, and all money in the Special Tax Fund shall be disbursed, allocated and applied solely to the uses and purposes hereinafter set forth in Section 5.02.

(b) The Bonds shall be secured by a first pledge of all of such Special Tax collected by the City and moneys in the Special Tax Fund and the Redemption Fund, the Bond Reserve Fund and the Prepayment Fund, as provided herein and in the Mello-Roos Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 10.01.

5.02 Allocation of Money in the Special Tax Fund. All money in the Special Tax Fund shall be set aside by the Treasurer (or transferred to the Fiscal Agent to be deposited by the Fiscal Agent, as applicable) in the following respective funds in the following order of priority, and all money in each of such funds shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section, namely:

(a) Redemption Fund,

(b) Bond Reserve Fund,

(c) Prepayment Fund, and

(d) Community Facilities Fund.

(i) Redemption Fund. There is hereby established a fund to be known as the "Redemption Fund," which fund shall be held and maintained by the Fiscal Agent, and at least three Business Days prior to each March 1 and each September 1, commencing March 1, 2016, the Treasurer shall, from the money in the Special Tax Fund, transfer to the Fiscal Agent for deposit in the Redemption Fund an amount of money equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such dates. At least three Business Days prior to September 1 of each year, the Treasurer shall, from the then remaining money in the Special Tax Fund, transfer to the Fiscal Agent for deposit in the Redemption Fund an amount of money equal to the aggregate amount of principal (including any Sinking Account Payment) becoming due and payable on all Outstanding Bonds on such date required by this Fiscal Agent Agreement.

No deposit need be made into the Redemption Fund if the amount of money contained therein, is at least equal to the amount required by the terms of the preceding paragraph to be deposited therein at the times and in the amounts provided herein.

All money in the Redemption Fund shall be used and withdrawn by the Fiscal Agent solely to pay the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity) plus the principal of on the Bonds as they shall mature or upon the prior redemption thereof, except that any money in any Sinking Account shall be used only to redeem or retire the Bonds as provided in this Fiscal Agent Agreement.

(ii) Bond Reserve Fund. There is hereby established a fund to be known as the "Bond Reserve Fund," which fund shall be held and maintained in trust hereunder by the Fiscal Agent, and on or before each March 1 and each September 1, the Treasurer shall, from the then remaining money in the Special Tax Fund, transfer to the Fiscal Agent for deposit in the Bond Reserve Fund the amount of money that the Fiscal Agent shall determine (and shall advise the Treasurer) is required to restore the balance of the Bond Reserve Fund to a sum equal to the Required Bond Reserve; and for this purpose all investments in the Bond Reserve Fund shall be valued by the Fiscal Agent on February 15 and August 15 of each year, commencing February 15, 2016, at the face value thereof if such investments mature within 12 months from the date of valuation, or if such investments mature more than 12 months after the date of valuation, at the price at which such investments are redeemable by the holder at his option, if so redeemable, or if not so redeemable, at the lesser of (A) the cost of such investments plus the amortization of any premium or minus the amortization of any discount, or (B) the market value of such investments, and for this latter purpose, market value on any such date shall mean the last reported transaction price of such investments or, if not reported, the mean of the closing bid and asked prices of such investments on the next preceding Business Day as reported in *The Wall Street Journal* (or, if such publication is unavailable, in such other financial publication of national standing as may be selected by the Fiscal Agent), except that as to any investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal*, market value shall mean the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Fiscal Agent in its sole discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; provided, that notwithstanding the foregoing, in making any such valuations, the Fiscal Agent may utilize any securities pricing services that may be available to it under its regular accounting system, and the Fiscal Agent may conclusively rely on any valuations made by any such services.

No deposit need be made into the Bond Reserve Fund if the value of the money and investments contained therein is at least equal to the Required Bond Reserve.

All money in the Bond Reserve Fund shall be used and withdrawn by the Fiscal Agent and transferred to the Redemption Fund solely for the purposes of (A) paying the interest on or principal (including any Sinking Account Payment) of the Bonds in the event there is insufficient money in the Redemption Fund available for such purpose, or (B) in the event of a prepayment of the Special Tax obligation in accordance with Section 7 of the Rate and Method, providing the money which constitutes the Reserve Fund Share, as said term is defined in the Rate and Method; provided, that if as a result of a valuation described above in this Section 5.02(ii), it is determined that the amount of money in the Bond Reserve Fund exceeds the Required Bond Reserve, the Fiscal Agent shall withdraw the amount of money representing such

excess from the Bond Reserve Fund and shall deposit such amount of money in the Redemption Fund as provided in the last paragraph of Section 5.03.

(iii) Prepayment Fund. There has been previously established in the treasury of the City a fund known as the "City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Prepayment Fund," which fund shall continue to be held and maintained in trust hereunder by the Treasurer, and upon receipt of any prepayments of the Special Tax (including any payments pursuant to Section 53317.5 of the Mello-Roos Act), the Treasurer shall, from the money in the Special Tax Fund constituting such prepayments, deposit in the Prepayment Fund the amount of money constituting such prepayments. All money in the Prepayment Fund shall be used and withdrawn by the City and transferred to the Fiscal Agent, together with a Written Request of the City, for deposit in the Redemption Fund to implement an extraordinary redemption of Bonds in accordance with the Written Request of the City and Section 3.03 of this Fiscal Agent Agreement. The Written Request of the City will include directions to the Fiscal Agent with respect to the amount to be withdrawn from the Bond Reserve Fund in connection with such prepayment and related extraordinary redemption, and the amount so withdrawn from the Bond Reserve Fund shall also be deposited in the Redemption Fund in connection with implementation of the extraordinary redemption.

(iv) Community Facilities Fund. There has been previously established in the treasury of the City a fund known as the "City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Community Facilities Fund," which fund shall continue to be held and maintained by the Treasurer, and all money remaining in the Special Tax Fund on September 1 of each year, after transferring all of the sums required to be transferred therefrom on or prior to such date by the provisions of Sections 5.02(i), (ii), (iii), shall be deposited by the Treasurer in the Community Facilities Fund. All money in the Community Facilities Fund shall be used and withdrawn by the Treasurer upon request of the City solely for the payment of Expenses and other expenditures of the District permitted under the Rate and Method and the Mello-Roos Act.

5.03 Deposit and Investment of Moneys in Funds.

(a) All money held by the Treasurer in any fund established herein shall be deposited by the Treasurer in Legal Investment, and shall be secured at all times by such obligations as are required by law to the fullest extent required by law. All money held by the Fiscal Agent in the Redemption Fund, Costs of Issuance Fund, and Bond Reserve Fund shall be invested by the Fiscal Agent in Legal Investments upon the written direction of the City. The Fiscal Agent may rely upon any investment direction from the City as a certification to the Fiscal Agent that such investment constitutes a Legal Investment. The Fiscal Agent (or any of its affiliates) may act as principal or agent or as sponsor, advisor or manager in connection with the making of any investment by the Fiscal Agent hereunder and may impose its customary charges therefor, and the Fiscal Agent shall not be responsible for any loss suffered in connection with any investment made in accordance herewith. In the absence of direction from the City, the Fiscal Agent may invest in money market funds rated in the highest category (without regard to plus (+) or minus (-) modifiers) by Moody's or S&P.

(b) The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage

confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law; provided, that the Fiscal Agent will furnish the City periodic cash transaction statements which include details for all investment transactions made by the Fiscal Agent hereunder; and provided further, that the Fiscal Agent shall not be obligated to provide an accounting for any fund or account that (i) has a balance of $0.00 and (ii) has not had any activity since the last reporting date. Registrable Legal Investments held by the Fiscal Agent shall be registered in the name of the Fiscal Agent.

(c) All interest received on any such money so deposited or invested which exceeds the requirements of the fund from which such money was deposited or invested shall (subject to the requirements of Section 6.03 and the Tax Certificate) be deposited in the Redemption Fund, and all losses on any such money so deposited or invested shall be borne by the fund from which the deposit or investment was made.

ARTICLE VI
COVENANTS OF THE CITY

6.01 Punctual Payment and Performance. The City will punctually pay the interest on and principal of every Bond to become due in strict conformity with the terms of the Bonds, this Fiscal Agent Agreement and the Mello-Roos Act, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein and in the Bonds required to be observed and performed by it.

6.02 Against Indebtedness and Encumbrances. The City will not issue any evidences of indebtedness payable from the proceeds of the Special Tax except as provided herein, and will not create, nor permit the creation of, any pledge, lien, charge or other encumbrance upon any money in the Special Tax Fund other than as provided herein; provided, that the City may at any time, or from time to time, issue evidences of indebtedness for any lawful purpose of the District which are payable from any money in the Community Facilities Fund as may from time to time be deposited therein (as provided in Section 5.02) so long as any payments due thereunder shall be subordinate in all respects to the use of the proceeds of the Special Tax as provided herein.

6.03 Against Federal Income Taxation.

(a) The City will not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code or cause interest on the Bonds to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under Section 55 of the Code.

(b) In furtherance of the foregoing tax covenant, the City shall comply with the provisions of the Tax Certificate, which is incorporated in this Indenture as if fully set forth in this Indenture. These covenants shall survive payment in full or defeasance of the Bonds.

(c) Notwithstanding any other provision of this Section 6.03, that if the City shall obtain an opinion of nationally recognized bond counsel to the effect that any action required under this section or the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the

Bonds pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof. In the event that at any time the City is of the opinion that for purposes of this section it is necessary to restrict or limit the yield on the investment of any money held by the Treasurer or the Fiscal Agent hereunder, the City shall so instruct the Treasurer or the Fiscal Agent in writing, as the case may be, and the Treasurer or the Fiscal Agent shall take such action as may be necessary in accordance with such instructions.

6.04 Payment of Claims. The City will pay and discharge any and all lawful claims which, if unpaid, might become payable from the proceeds of the Special Tax or any part thereof or upon any funds in the hands of the Treasurer or the Fiscal Agent allocated to the payment of the interest on or principal of the Bonds, or which might impair the security of the Bonds.

6.05 Annual Costs Budgets. The Treasurer will, on or before the first day of September in each year, prepare and approve a budget setting forth the estimated Annual Costs (as defined in the Rate and Method) for the period from such September 1 through the next succeeding August 31. Any budget approved in accordance with this section may be amended at any time.

6.06 Accounting Records: Financial Statements and Other Reports.

(a) The City will keep, or in the case of transactions made by the Fiscal Agent it will cause the Fiscal Agent to keep, appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, investment, disbursement, allocation and application of the proceeds of the Special Tax and of the proceeds of the Bonds, which accounting records shall at all times during business hours with reasonable prior notice be subject to the inspection of any Holder (or his representative authorized in writing) and (upon the prior written consent of the City) of any investment banker, security dealer or other person interested in the Bonds.

(b) The City will prepare annually within 270 days after the close of each Fiscal Year financial statements of the City for the preceding Fiscal Year prepared in accordance with GAAP. The City will furnish a copy of such financial statements to any Holder (or such Holder's representative authorized in writing) and to any investment banker, security dealer or other person interested in the Bonds requesting copies thereof, but in any event only upon payment to the City of the reasonable costs incurred by the City in complying with such request.

(c) The City will prepare annually not later than October 30 of each year and file with the California Debt and Investment Advisory Commission ("CDIAC") by mail, postage prepaid or such other method as acceptable to CDIAC , all necessary information required to be filed under the Mello-Roos Act, including:

(i) The principal amount of the Bonds Outstanding;

(ii) The balance in the Bond Reserve Fund;

(iii) The balance in the Redemption Fund constituting capitalized interest, if any;

(iv) The number of parcels securing the Bonds which are delinquent with respect to their Special Tax payments, the amount that each delinquent parcel is delinquent, the length of time that each delinquent parcel has been delinquent and when foreclosure was commenced for each delinquent parcel; and

(v) The assessed value of all parcels subject to the levy of the Special Tax to repay the Bonds, as shown on the most equalized assessment roll of the County of Stanislaus.

Additionally, the City will notify the California Debt and Investment Advisory Commission by mail, postage prepaid, within ten days if the City or the Fiscal Agent fails to pay any interest on or principal of any of the Bonds on any scheduled payment date, or if funds are withdrawn from the Bond Reserve Fund to pay any interest on or principal of the Bonds.

The reporting requirements of this Section 6.06(d) shall be amended from time to time, without action by the City or the Fiscal Agent to reflect any amendments to Government Code Section 53359.5(b) or Section 53359.5(c).

The City shall promptly, upon the filing of each report with CDIAC, furnish a copy of such report to the Original Purchaser (so long as the Original Purchaser remains to be Holder of the Bonds), and any subsequent Holder upon such Holder's written request.

6.07 Protection of Security and Rights of Holders. The City will preserve and protect the security of the Bonds and the rights of the Holders and will warrant and defend their rights against all claims and demands of all persons.

6.08 Levy and Collection of the Special Tax. The City, so long as any Bonds are Outstanding, will annually levy the Special Tax against all Taxable Land in the District and make provision for the collection of the Special Tax in amounts which will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants and terms contained herein, and which in any event will be sufficient to pay the interest on and principal of and all Sinking Account Payments for the Bonds as they become due and payable and to replenish the Bond Reserve Fund and to pay all current Expenses as they become due and payable in accordance with the provisions and terms hereof. The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and, except as otherwise provided in Section 6.09 and in the Mello-Roos Act, shall be subject to the same penalties and the same collection procedure, sale, and lien priority in case of delinquency as is provided for ad valorem property taxes.

6.09 Foreclosure of Special Tax Liens. The City will annually on or before October 1 of each year review the public records of the County of Stanislaus relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and (a) on the basis of such review the City will, not later than the succeeding December 1, institute foreclosure proceedings as authorized by the Mello-Roos Act against all parcels that are

delinquent in the payment of such Special Tax in such Fiscal Year by $2,500 or more in order to enforce the lien of all such delinquent installments of such Special Tax, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale, and (b) on the further basis of such review, if the City determines that the total amount so collected is less than 95 percent of the total amount of the Special Tax levied in such Fiscal Year, the City will, not later than the succeeding December 1, institute foreclosure proceedings as authorized by the Mello-Roos Act against all parcels that are delinquent in the payment of such Special Tax in such Fiscal Year to enforce the lien of all the delinquent installments of such Special Tax, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; provided, that any actions taken to enforce delinquent Special Tax liens shall be taken only consistent with Sections 53356.1 through 53356.7, both inclusive, of the Government Code of the State of California; and provided further, that the City shall not be obligated to enforce the lien of any delinquent installment of the Special Tax for any Fiscal Year in which the City shall have received 100 percent of the amount of such installment from the County of Stanislaus pursuant to the so-called "Teeter Plan."

6.10 Modifications to Rate and Method. To the extent permitted by law, the City hereby covenants to not take any action which would have any of the following effects: (i) reduce the Maximum Special Tax (as defined in the Rate and Method) such that, in any given Fiscal Year, the aggregate Special Tax levied on all Taxable Land, if based on the Maximum Special Tax, would be less than 110 percent of the Annual Debt Service for the corresponding Bond Year; (ii) discontinue or cause the discontinuance of the levy of the Special Tax; and (iii) permit the prepayment of the Special Tax except as permitted under the Rate and Method.

6.11 Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Holders of the rights and benefits provided herein.

ARTICLE VII
FISCAL AGENT

7.01 Appointment; Resignation or Removal.

(a) U.S. Bank National Association is hereby appointed Fiscal Agent for the purpose of receiving all money which the City is required to transfer to it hereunder and for applying and using such money as provided herein for the purpose of paying the interest on and principal of the Bonds. The City agrees that it will at all times maintain a Fiscal Agent having a corporate trust office in Los Angeles or San Francisco, California.

(b) The City may remove the Fiscal Agent initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a bank or trust company doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (or if such bank or trust company is a member of a bank holding company system, its bank holding company has a combined capital) (exclusive of borrowed capital) and surplus of at least $50,000,000 and subject to supervision or examination by a federal or state banking authority. If

such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) The Fiscal Agent may at any time resign by giving written notice of such resignation to the City and by giving notice of such resignation by mail to the Holders, and upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing having the qualifications required hereby.

(d) Any resignation or removal of a Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon the acceptance of appointment by the successor Fiscal Agent. If within 30 days after notice of the removal or resignation of the Fiscal Agent no successor Fiscal Agent shall have been appointed by the City and shall have accepted such appointment, the removed or resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Fiscal Agent having the qualifications required hereby.

(e) Upon the appointment of a successor Fiscal Agent, the predecessor Trustee shall promptly deliver all securities and moneys held by it as the Fiscal Agent hereunder to its successor the predecessor, and shall also, execute and deliver such instrument as may be reasonably requested by upon the City, or the Fiscal Agent's successor, to effect such transfer of rights, powers and duties hereunder; and

7.02 Merger or Consolidation. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 7.01, shall be the successor to the Fiscal Agent and vested with all of the powers and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

7.03 Compensation; Indemnification. The City shall from time to time, subject to any agreement between the City and the Fiscal Agent then in force, pay the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including but not limited to advances to and fees and expenses by independent accountants, counsel and engineers or other experts employed by it in the exercise and performance of its rights and obligations hereunder, and indemnify and save the Fiscal Agent harmless against loss, expenses, costs, claims and liabilities (including without limitation those of its attorneys and agents) not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its rights and obligations hereunder, which obligation shall survive the resignation or removal of any Fiscal Agent or the defeasance of the Bonds.

7.04 Liability of the Fiscal Agent.

(a) The recitals of facts, agreements and covenants contained herein and in the Bonds shall be taken as statements, agreements and covenants of the City, and the Fiscal Agent does not assume any responsibility for the correctness of the same and does not make any representation as to the sufficiency or validity hereof or of the Bonds or of the Special Tax, and shall not incur any responsibility in respect thereof other than in connection with the rights and obligations expressly assigned to or imposed upon it herein or in the Bonds, and shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. No provision hereof shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any liability for the performance of its duties hereunder, or in the exercise of any of its rights or powers hereunder.

(b) The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts. The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Fiscal Agent shall be answerable for the negligence or misconduct of any such attorney, agent, or receiver selected by it.

(c) The Fiscal Agent shall perform only those duties expressly set forth in the Fiscal Agent Agreement and no implied duties or obligations shall be read into the Fiscal Agent Agreement against the Fiscal Agent.

(d) The Fiscal Agent shall not be deemed to have notice of any default hereunder unless a responsible officer at the Principal Office has actual knowledge of such default or the Fiscal Agent has received written notice of such default.

(e) The Fiscal Agent shall not have any responsibility with respect to any information, statement or recital contained in official statement, offering memorandum or any other disclosure material, if any, prepared or distributed by the City with respect to any of the Bonds.

7.05 Notice to the Fiscal Agent. The Fiscal Agent shall be protected in acting upon any Bond, Certificate of the City, consent, notice, opinion, report, resolution, Written Request of the City or other document or paper believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, including, without limitation, counsel to the City, with regard to legal questions, and the opinion of such counsel to the City shall be full and complete authorization and protection with respect to any action taken or suffered hereunder in good faith and in accordance therewith.

Whenever in the administration of its rights and obligations hereunder the Fiscal Agent shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Fiscal Agent, be deemed to be conclusively established or proved by a Certificate of the City, which shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions hereof upon the faith thereof, and on which the Fiscal Agent may conclusively rely, but in its discretion the Fiscal

Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

7.06 Acceptance of Instructions by Electronic Transmission. The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent elects to act upon such instructions, the Fiscal Agent's reasonable understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding whether such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use by the City of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding the foregoing, the protection afforded to the Fiscal Agent in each provision of this paragraph shall be operative only in the absence of the Fiscal Agent's negligence or willful misconduct.

ARTICLE VIII
AMENDMENT OF OR SUPPLEMENT TO FISCAL AGENT AGREEMENT

8.01 Amendment or Supplement by Consent of Holders. The Fiscal Agent Agreement and the rights and obligations of the City and of the Holders may be amended or supplemented at any time by the execution and delivery of a Supplemental Agreement by the City and the Fiscal Agent, which Supplemental Agreement shall become binding when the written consents of the Holders of 60 percent or more in aggregate principal amount of the affected Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 11.02, are filed with the Fiscal Agent. No such amendment or supplement shall: (i) extend the maturity of or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the interest on or principal of or Sinking Account Payment for any Bond at the time and place and at the rate and in the currency and from the funds provided herein without the express written consent of the Holder of such Bond, or (ii) permit the issuance by the City of any obligations payable from, and secured by the proceeds of the Special Tax on a senior basis or on a parity the Bonds as provided herein, or jeopardize the ability of the City to levy and collect the Special Tax, or (iii) reduce the percentage of Bonds required for the written consent to any such amendment or supplement, or (iv) modify any rights or obligations of the Fiscal Agent without its prior written assent thereto.

The Fiscal Agent Agreement and the rights and obligations of the City and of the Holders may also be amended or supplemented at any time by the execution and delivery of a Supplemental Agreement by the City and the Fiscal Agent, which Supplemental Agreement shall become binding upon execution without the prior written consent of any Holders, but only to the extent permitted by law and after receiving an approving Opinion of Counsel and only for any one or more of the following purposes --

(a) To add to the agreements and covenants required herein to be performed by the City other agreements and covenants thereafter to be performed by the City which shall not (in the opinion of the City) adversely affect the interests of the Holders, or to surrender any right or power reserved herein to or conferred herein upon the City which shall not (in the opinion of the City) adversely affect the interests of the Holders;

(b) To make such provisions for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein or in regard to questions arising hereunder which the City may deem desirable or necessary and not inconsistent herewith and which shall not (in the opinion of the City) adversely affect the interests of the Holders;

(c) To authorize the issuance under and subject to the Mello-Roos Act of any refunding bonds for any of the Bonds and to provide the conditions and terms under which such refunding bonds may be issued; provided, that the issuance of such refunding bonds shall not result in an increase to the aggregate amount of debt service scheduled to be due on the Outstanding Bonds and the refunding bonds in any Bond Year.

(d) To make such additions, deletions or modifications as may be necessary or appropriate to insure compliance with Section 148(f) of the Code relating to the required rebate of excess investment earnings to the United States of America, or otherwise as may be necessary to insure exclusion from gross income for purposes of federal income taxation of the interest on the Bonds; or

(e) To make other modification that does not materially adversely affect the interests of the Holders.

8.02 Endorsement or Replacement of Bonds after Amendment or Supplement. After the effective date of any action taken as provided hereinabove, the City may determine that the Bonds may bear a notation by endorsement in form approved by it as to such action, and in that case upon demand of the Holder of any Bond Outstanding on such effective date and presentation of his Bond for such purpose at the Principal Office of the Fiscal Agent a suitable notation as to such action shall be made on such Bond. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Bond Outstanding on such effective date such new Bonds shall, upon surrender of such Outstanding Bonds, be exchanged at the Principal Office of the Fiscal Agent, without cost to each Holder, for Bonds then Outstanding.

8.03 Amendment or Supplement by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment or supplement as to any particular Bonds held by him; provided, that due notation thereof is made on such Bonds.

ARTICLE IX
REMEDIES OF HOLDERS

9.01 Remedies of Holders. Any Holder shall have the right for the equal benefit and protection of all Holders similarly situated --

(a) by mandamus or other suit or proceeding at law or in equity to enforce his rights against the City Council or the City or any of the officers or employees of the City, and to compel the City Council or the City or any such officers or employees to perform and carry out their duties under the Mello-Roos Act and the agreements and covenants with the Holders contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Holders; or

(c) by suit in equity upon the nonpayment of the Bonds to require the City Council or the City or its officers and employees to account as the trustee of an express trust.

9.02 No Acceleration. No Holder shall have the right to declare the principal of or interest on the Bonds to be due and payable immediately.

9.03 Non-waiver. Nothing in this article or in any other provision herein or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Holders of the Bonds at the respective dates of maturity or upon redemption prior to maturity as provided herein from the proceeds of the Special Tax and the other funds provided herein, or shall affect or impair the right of such Holders, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds.

A waiver of any default or breach of duty or contract by any Holder shall not affect any subsequent default or breach of duty or contract and shall not impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by any Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right and remedy conferred upon the Holders by the Mello-Roos Act or hereby may be enforced and exercised from time to time and as often as shall be deemed expedient by the Holders.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to any Holder, the City and such Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

9.04 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Mello-Roos Act or any other law. The Fiscal Agent shall have no obligation to enforce this Fiscal Agent Agreement on behalf of the Holders.

ARTICLE X
DEFEASANCE

10.01 Discharge of the Bonds.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Bonds the interest thereon and the principal thereof at the times and in the manner stipulated therein and herein, then all agreements, covenants and other obligations of the City to the Holders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Fiscal Agent shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and, after payment of any amount then owed to the Fiscal Agent, the Fiscal Agent shall pay over or deliver to the City for deposit in the Community Facilities Fund all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of such Bonds.

(b) Any Outstanding Bonds shall on the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Fiscal Agent money which is sufficient to pay the interest due on such Bonds on such date and the principal due on such Bonds on such date.

(c) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if:

(i) there shall have been deposited with an escrow agent or the Fiscal Agent either –

(A) money in an amount which shall be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity dates or redemption dates thereof, as the case may be, and the principal of, such Bonds on and prior to the maturity dates or the redemption dates thereof, as the case may be, or

(B) Federal Securities which are not subject to redemption except by the holder thereof prior to maturity, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with such escrow agent or the Fiscal Agent at the same time, shall be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity dates or redemption dates thereof, as the case may be, and the principal of, such Bonds on and prior to the maturity dates or the redemption dates thereof, as the case may be, as evidenced by a report of an Independent Certified Public Accountant on file with the City and the Fiscal Agent, and

(ii) in the event such Bonds are not by their terms subject to redemption within the next succeeding 90 days, the City shall have agreed to furnish or caused to be furnished a notice to the Holders of such Bonds that the deposit required by clause (i) above has been made with such escrow agent or the Fiscal Agent and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date, as the case may be, upon which money is to be available for the payment of the principal of such Bonds.

ARTICLE XI
MISCELLANEOUS

11.01 Payment on Business Day. Whenever in this Fiscal Agent any amount is required to be paid on a day that is not a Business Day, such payment shall be required to be made, without accruing additional interest thereby, on the Business Day immediately following such day.

11.02 Disqualified Bonds. In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Fiscal Agent Agreement, Bonds which are owned or held by or for the account of the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

11.03 Destruction of Canceled Bonds. Whenever in this Fiscal Agent Agreement provision is made for the surrender of any Bonds which have been paid or canceled pursuant to the provisions of this this Fiscal Agent Agreement, the this Fiscal Agent shall cancel and destroy such Bonds and upon Written Request of the City furnish to the City a certificate of such destruction.

11.04 Benefits of the Fiscal Agent Agreement Limited to Certain Parties. Nothing contained herein, express or implied, is intended to give to any person or entity other than the City, the District, the Fiscal Agent and the Holders any right, remedy or claim under or by reason hereof, and any agreement or covenant required herein to be performed by or on behalf of the District or the City or any officer or employee thereof shall be for the sole and exclusive benefit of the Fiscal Agent and the Holders.

11.05 Waiver of Personal Liability. No member of the City Council or officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of the Bonds, but nothing herein contained shall relieve any member of the City Council or officer or employee of the City from the performance of any official duty provided hereby or by the Mello-Roos Act or by any other applicable provisions of law.

11.06 Successor Deemed Included in All References to Predecessor. Whenever either the City or any officer or employee thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the administration, control and management of the affairs of the City that are presently vested in the City or such officer or employee, and all agreements and covenants required herein to be performed by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

11.07 Execution of Documents by Holders. Any declaration, request or other instrument which is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor, and may be executed by Holders in person or by their attorneys duly authorized in writing. The fact and date of the execution by any Holder or such Holder's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to

take acknowledgments of deeds to be recorded in the state or territory in which such Holder purports to act that the person signing such declaration, request or other instrument or writing acknowledged to such Holder the execution thereof, or by an affidavit of a witness to such execution duly sworn to before such notary public or other officer. The ownership of Bonds and the amount, number and date of holding the same shall be provided by the Bond Register.

Any declaration, request or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond with respect to anything done or suffered to be done by the City in good faith and in accordance therewith.

11.08 Content of Certificates and Reports. Any certificate made or given by an officer of the City may be based, insofar as it relates to legal matters, upon a representation made in an Opinion of Counsel unless such officer knows that the representation with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any such Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel giving such Opinion of Counsel knows that the representation with respect to the matters upon which his representation may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

11.09 Maintenance of Funds. Any fund required herein to be established and maintained by the Treasurer or the Fiscal Agent may be maintained by the Treasurer or the Fiscal Agent, as the case may be, in its accounting records in its customary manner either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any financial reports or statements with respect thereto, be treated either as an account or as a fund; but all such accounting records with respect to all such accounts and funds shall at all times be maintained by the Treasurer and the Fiscal Agent in accordance with industry standards and with due regard for the protection of the security of the Bonds and the rights of the Holders. The Fiscal Agent and the Treasurer may establish such funds and accounts as each of them deems necessary or appropriate to perform their respective obligations hereunder.

11.10 Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Fiscal Agent for the payment and discharge of any of the Bonds or any interest thereon which remains unclaimed for two years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Fiscal Agent on such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent after the date when such Bonds or interest thereon became due and payable, shall be repaid by the Fiscal Agent to the City as its absolute property free from trust for deposit in the Community Facilities Fund and for use in accordance with the Mello-Roos Act, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Holders shall look only to the City for the payment of such Bonds and interest thereon; provided, that before the Fiscal Agent shall be required to make any such repayment the City shall mail a notice to the Holders of all Outstanding Bonds at their respective addresses appearing on the Bond Registered that such money remains unclaimed and that after a date named in such notice, which date shall not be less

than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the City for deposit in the Community Facilities Fund.

11.11 Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms or portions thereof required hereby to be observed or performed by the City or the Fiscal Agent should be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants or terms or portions thereof and shall in no way affect the validity hereof or of the Bonds; and the Holders shall retain all the rights and benefits accorded to them under the Mello-Roos Act or any other applicable provisions of law. The City hereby declares that it would have executed the Fiscal Agent Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

11.12 Governing Law. The Fiscal Agent Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

11.13 Notices. Unless otherwise specified herein, any notice, request, demand or other communication under this Fiscal Agent Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, with prompt telephone confirmation. Notice shall be effective (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class, registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if by other means of personal delivery, upon receipt by the intended recipient of the notice:

If to the City:

City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380
Attention: City Manager
Fax: (209) 668-5529
Telephone: (209) 668-5540

If to the Fiscal Agent:

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111

Attention: Corporate Trust Services
Fax: (415) 667-3768
Telephone: (415) 677-3599

Any party listed above may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent

11.14 Effective Date of the Fiscal Agent Agreement. The Fiscal Agent Agreement shall take effect from and after its execution and delivery.

11.15 Execution in Counterparts. The Fiscal Agent Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Turlock has caused the Fiscal Agent Agreement to be signed in its name by its City Manager, and U.S. Bank National Association, as Fiscal Agent, has caused the Fiscal Agent Agreement to be signed in its corporate name by its officer thereunto duly authorized and attested by one of its authorized officers, all as of the date and year first above written.

CITY OF TURLOCK

By_____
City Manager

ATTEST:

By:_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By_____
Authorized Officer

EXHIBIT A

FORM OF BONDS

Transfer of this Bond is subject to the restrictions set forth in the Fiscal Agent Agreement referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Fiscal Agent Agreement, which include the requirement that the transferee has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission

No._____ $_____

United States of America
State of California
County of Stanislaus

City Of Turlock
Community Facilities District No. 1
(Monte Vista Corridor)
Special Tax Refunding Bond, Series 2015
(Bank Qualified)

Interest Rate	Maturity Date	Bond Date
2.520%	September 1, 2024	July [23], 2015

REGISTERED OWNER: _____.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Turlock (the "City"), a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California, acting for and on behalf of the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) (the "District"), for value received hereby promises to pay (but only out of the proceeds of the Special Tax hereinafter referred to and certain other funds as described herein) to the registered owner set forth above on the maturity date set forth above (subject to any right of prior redemption hereinafter provided for) the principal amount set forth above, together with interest thereon computed on the basis of a 360-day year of twelve 30-day calendar months from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on a day during the period from the 16th day of the month next preceding an

Interest Payment Date to such Interest Payment Date, both days inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on a day on or before the 15th day of the month next preceding the first Interest Payment Date, in which event it shall bear interest from the Bond Date set forth above) until the principal hereof shall have been paid, at the interest rate per annum set forth above, payable on March 1, 2016, and semiannually thereafter on September 1 and March 1 in each year. This Bond is being issued pursuant to the Fiscal Agent Agreement, dated as of July 1, 2015 (the "Fiscal Agent Agreement"), by and between the City, acting for and on behalf of the District and U.S. Bank National Association, as the Fiscal Agent thereunder. Capitalized terms used but on defined herein have the ascribed to them in the Fiscal Agent Agreement.

The interest on and principal of this Bond are payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank National Association, in St. Paul, Minnesota, or at such other office as the Fiscal Agent may designate (the "Principal Office").

The interest on this Bond due on or before the maturity or prior redemption hereof shall be payable only to the person whose name appears in the Bond Register required to be kept by the Fiscal Agent as the registered owner hereof at the close of business as of the 15th day of the month next preceding each Interest Payment Date, such interest to be paid by check mailed by first class mail on each such Interest Payment Date to such registered owner at such owner's address as it appears on the Bond Register, except that in the case of a registered owner of $1,000,000 or more in principal amount of Bonds then outstanding, payment shall be made at such owner's option by wire transfer on each such Interest Payment Date of immediately available funds to an account in a bank or trust company or savings bank that is a member of the Federal Reserve System and that is located in the United States of America according to written instructions provided by such owner to the Fiscal Agent at least 15 days before such Interest Payment Date. The principal of this Bond shall be payable only to the person whose name appears in such registration books as the registered owner hereof, such principal to be paid on the surrender of this Bond at the Principal Office of the Fiscal Agent at maturity or on redemption prior to maturity; provided, so long as the Original Purchaser is the sole Holder of the Outstanding Bonds, payment of principal of the Bonds due as the result of a redemption (whether by mandatory sinking account redemption or extraordinary redemption from a Special Tax prepayment) shall be made by wire transfer in accordance with the Original Purchaser's written instructions on file with the Fiscal Agent at least 15 days before such payment date; provided, further, if the Original Purchaser transfers any portion of the Bonds to a subsequent Holder (but only in a manner consistent with the Fiscal Agent Agreement), the Fiscal Agent may thereafter pay principal of the Bonds due to any Holder as the result of a redemption by wire transfer, but only upon such Holder's written instructions in the form acceptable to the Fiscal Agent (as determined in the Fiscal Agent's reasonable discretion), given to the Fiscal Agent at least 15 days before such payment date.

This Bond constitutes the duly authorized City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds (the "Bonds"), in the aggregate principal amount of _____ dollars ($_____) issued by the City, for and on behalf of the District, under and pursuant to the Refunding Law, Mello-Roos Act and the Fiscal Agent Agreement. The Bonds are issued to refund the City of Turlock Community Facilities

District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 1999, previously issued by the City for and on behalf of the District.

The Bonds are secured in accordance with the terms and conditions of the Fiscal Agent Agreement (copies of which are on file at the office of the Clerk of the City and at the Principal Office of the Fiscal Agent). Reference is hereby made to the Mello-Roos Act and to the Fiscal Agent Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued and for the rights of the registered owners of the Bonds. All the terms of the Mello-Roos Act and the Fiscal Agent Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond, to all the provisions of which the registered owner of this Bond, by such owner's acceptance hereof, agrees and consents. Each subsequent registered owner hereof shall have recourse to all the provisions of the Mello-Roos Act and the Fiscal Agent Agreement and shall be bound by all the terms and conditions thereof.

The interest on and principal of the Bonds are payable solely from the proceeds of the Special Tax and the moneys in certain funds maintained under and as provided in the Fiscal Agent Agreement. The City is not obligated to pay the Bonds except from the proceeds of the Special Tax and moneys in such funds. The Bonds do not constitute general debt, liability or obligation of the City. The General Fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on or principal of the Bonds. No tax or assessment other than the Special Tax shall ever be levied or collected to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any of the property of the City or any of its income or receipts except the money in the certain funds maintained under and as provided in the Fiscal Agent Agreement. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction, and neither the City Council nor the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of the Bonds otherwise than from the proceeds of the Special Tax and the other funds, as provided in the Fiscal Agent Agreement.

The Bonds are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, solely from money derived by the City from prepayments of the Special Tax under the Mello-Roos Act, upon notice as provided in the Fiscal Agent Agreement, at a redemption price equal to 100 percent of the principal amount of Bonds to be redeemed, together with accrued interest thereon to the date of redemption, without premium.

The Bonds are subject to mandatory sinking account redemption prior to their maturity in part on each September 1 on or after September 1, 2016, to the year of their maturity, from Sinking Account Payments deposited in the Sinking Account pursuant the Fiscal Agent Agreement, at a redemption price equal to the principal amount of the Bonds to be so redeemed, without premium, together with accrued interest thereon to the date of redemption. Such Sinking Account Payments shall be in the amounts as set forth in the following schedule (except that if any 2015 Bonds shall have been previously redeemed in part from Special Tax prepayment(s), then each Sinking Account Payment shall be reduced proportionately by the principal amount of all such Bonds so previously redeemed):

Year Ending September 1	Sinking Account Payment
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024 (maturity)	

Whenever provision is made for the redemption of less than all of the Bonds or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption so as to maintain substantially level debt service on the Bonds as directed in writing by the City. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

The Fiscal Agent shall send (by first class mail or, with respect to any particular registered owner of Bonds, such other means acceptable by such owner as indicated in writing by the Holder) a notice of redemption not less than 30 days nor more than 60 days before the date fixed for redemption to the respective registered owners of all Bonds selected for redemption in whole or in part, but neither failure to receive any such notice nor any immaterial defect contained therein shall affect the sufficiency or validity of any such proceedings for redemption. Such notice shall state the date of such notice, the Bonds to be redeemed, the redemption date, the redemption price, the place of redemption (including the name and appropriate address of the Fiscal Agent) and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed, and shall give notice that further interest on such Bonds or the portions thereof to be redeemed will not accrue from and after the redemption date, and shall require that such Bonds be then surrendered for redemption at the Principal Office of the Fiscal Agent so designated. If any Bond so chosen for redemption shall not be redeemable in whole, such notice shall also state that such Bond is to be redeemed in part only and that upon presentation of such Bond for redemption there will be issued in lieu of the unredeemed portion of principal thereof a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to such unredeemed portion.

In the case of any redemption of the Bonds from Special Tax Prepayment, the notice of redemption may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and that the redemption shall not occur if by no later than the scheduled redemption date sufficient moneys to redeem the Bonds have not been deposited with the Fiscal Agent. In the event that the Fiscal Agent does not receive sufficient funds by the scheduled redemption date to so redeem the Bonds to be redeemed, the Fiscal Agent shall send written notice to the owners of the Bonds to the effect that the redemption did not occur as anticipated and the Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Fiscal Agent Agreement.

The City has covenanted that, so long as any Bonds are outstanding, the City will make provision for the collection of the Special Tax in amounts which will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants and terms contained herein, and which in any event will be sufficient to pay the interest on and principal of and all Sinking Account Payments for the Bonds as they become due and payable and to replenish the Bond Reserve Fund and to pay all current Expenses as they become due and payable in accordance with the provisions and terms of the Fiscal Agent Agreement.

The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple of $5,000 (not exceeding the principal amount of Bonds maturing at any one time). The registered owner of any Bond or Bonds may surrender the same (together with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of Bonds of any other authorized denominations in the manner, subject to the conditions and upon payment of the charges provided in the Fiscal Agent Agreement.

Any transfer of this Bond shall be subject to the conditions set forth in Fiscal Agent Agreement, including the delivery to the City and Fiscal Agent of a letter from the proposed transferee (the "Transferee") which meets the requirements set forth in the Fiscal Agent. Subject to the restrictions set forth in the Resolution. The registration of this Bond is transferable on the registration books kept by the Fiscal Agent by the registered owner hereof or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Fiscal Agent duly executed by the registered owner or such owner's duly authorized attorney, and thereupon a Bond or Bonds of the same maturity date of authorized denominations in the same aggregate principal amount will be issued to the transferee in exchange therefor in the manner, subject to the conditions and terms and upon payment of the charges provided in the Fiscal Agent Agreement. The City and the Fiscal Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and for all other purposes.

The rights and obligations of the City and of the registered owners of the Bonds may be amended at any time in the manner, to the extent and upon the terms provided in the Fiscal Agent Agreement, and in certain circumstances without the consent of such registered owners, but no such amendment shall (i) extend the maturity of this Bond or reduce the interest rate hereon or otherwise alter or impair the obligation of the City to pay the interest hereon or principal hereof or any Sinking Account Payment herefor at the time and place and at the rate and in the currency and from the funds provided herein without the express written consent of the registered owner of this Bond, or (ii) permit the issuance by the City of any obligations payable from the proceeds of the Special Tax other than the Bonds as provided in the Fiscal Agent Agreement, or jeopardize the ability of the City to levy and collect the Special Tax, or (iii) reduce the percentage of Bonds required for the written consent to an amendment of the Fiscal Agent Agreement, or (iv) codify any rights or obligations of the Fiscal Agent without its prior written assent thereto; all as more fully set forth in the Fiscal Agent Agreement.

This Bond shall not be entitled to any benefits under the Fiscal Agent Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by an authorized signatory of the Fiscal Agent.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other obligations of the City and the District, does not exceed any limit prescribed by the laws of the State of California and is not in excess of the principal amount of the Bonds permitted to be issued under the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the City of Turlock, for and on behalf of the District, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk of the City.

CITY OF TURLOCK

By_____
Mayor

Countersigned:

_____
City Clerk

[City Seal]

[FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION]

This Bond constitutes [the entire issue of the Bonds][one of the Bonds] described in the within-mentioned Fiscal Agent Agreement, which has been authenticated on _____, 20__.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By_____
Authorized Signatory

==========

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____
_____
_____
(name, address, tax identification number)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____ attorney to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR LETTER

[Date]

City of Turlock
Turlock, California

U.S. Bank National Association, as Fiscal Agent
San Francisco, California

Re: City of Turlock Community Facilities District No. 1 (Monte Vista Corridor), Special Tax Refunding Bonds, Series 2015 (the "Bonds")

Ladies and Gentlemen:

The undersigned (the "Investor") is delivering this letter (this "Investor Letter") pursuant to Section 2.08(b) of that certain Fiscal Agent Agreement, dated as of July 1, 2015 (the "Fiscal Agent Agreement"), by and between the City of Turlock (the "City"), acting for and on behalf of City of Turlock Community Facilities District No. 1 (the "District"), and the Fiscal Agent thereunder. Capitalized terms used but not otherwise defined in this Investor Letter have the meanings ascribed to them in the Fiscal Agent Agreement.

In connection with the purchase by the Investor of the above-referenced Bonds, in the principal amount of $_____, the Purchaser hereby certifies, represents, warrants and agrees for the benefit of the City as follows:

(a) The Investor is duly and validly organized under the laws of its jurisdiction of incorporation or organization, and can bear the economic risk of the investment being made by it in the Bonds and has fully sufficient knowledge and experience in business and financial matters in general, and investments in particular including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of the investment being made by it in the Bonds on the basis of the information and review described in this Investor Letter.

(b) The Investor understands that the interest on and principal of the Bonds are payable solely from the proceeds of the Special Tax and the moneys in the Special Tax Fund, the Redemption Fund, the Prepayment Fund and the Bond Reserve Fund maintained under the Fiscal Agent Agreement; that the City is not obligated to pay the Bonds except from the proceeds of the Special Tax and moneys in such funds; that the Bonds do not constitute general debt, liability or obligation of the City; that the General Fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on or principal of the Bonds; that no tax or assessment other than the Special Tax shall ever be levied or collected to pay the interest on or principal of the Bonds; and that the Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any of the property of the City or any of its income or receipts except the money in the Special Tax Fund, the Redemption Fund, the Prepayment Fund and the Bond Reserve Fund.

(c) The Investor, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bonds. The Investor has assumed the responsibility for obtaining and making such review as the Investor has deemed necessary or desirable in connection with the decision to purchase the Bonds. The Investor's decision to purchase the Bonds did not rely on any information provided by the City (or any representatives or agents of the City) that is not in written form. In entering into this transaction, the Investor has not relied upon any representations or opinions of the City (or any representatives or agents of the City) relating to the plausible consequences, if any, based on laws applicable to the Investor or other aspects of the Investor's investment in the Bonds.

(d) The Investor has received, read and reviewed such documents, instruments and information related to the Bonds as the Investor has requested in order to evaluate the merits and risks of investing therein. The Investor acknowledges and understands that no official statement or private placement memorandum of any kind has been or will be prepared or provided to the Investor, and to the extent the Investor has required or desired any information related to the Bonds, the Investor has requested and received such information.

(e) The Investor has been provided an opportunity to ask questions of, and the Investor has received answers from, representatives of the City regarding the terms and conditions of the Fiscal Agent Agreement and the Bonds, and the Investor has obtained all additional information requested by it in connection with the Fiscal Agent Agreement and the Bonds.

(f) The Investor is making the investment in the Bonds for its own account for investment (or an account of an affiliate that also will meet the transfer requirements in the Fiscal Agent Agreement, including the provision of a letter as required by Section 2.08 thereof) and not with a present view to, or for resale in connection with, any distribution of the Bonds or the Investor's rights under the Bonds or any beneficial interest therein. The Investor intends at this time to hold such investment for its own account (or that of an affiliate, subject to satisfaction of the transfer requirements set forth in the Fiscal Agent Agreement), for an indefinite period of time, and does not intend at this time to dispose of all or any part of its rights to the Bonds or any beneficial interest therein. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible due to unmarketability of the Bonds.

(g) Although the Investor does not intend at this time to dispose of all or any part of the Bonds or any beneficial interest therein, the Investor acknowledges that it has the right to sell and transfer the Bonds or any beneficial interest therein, subject to the requirements described in this Investor Letter. The Investor understands that its rights under the Bonds may not be transferred except in accordance with this Investor Letter and the Fiscal Agent Agreement. If the Investor intends to sell, transfer or otherwise dispose of the Bonds owned by it (or any portion thereof), the Investor acknowledges and agrees that (i) the principal amount of Bonds to be transferred shall be in $5,000 or multiple integral thereof, (ii) the Investor must first obtain and deliver to the City and the Fiscal Agent, an executed copy of an investor's letter addressed to the City and the Fiscal Agent substantially in the form of this Investor Letter, with no material revisions except as may be approved in advance by the City (which shall not to be unreasonably withheld), (iii) as among the City, the Fiscal Agent, the Investor and the transferee, the Investor

and the transferee shall be the sole parties responsible for investigating and complying with the laws applicable to the Investor's transfer of the Bonds. Failure to comply with the restrictions set forth in Section 2.08 of the Fiscal Agent Agreement or this Investor Letter shall cause the purported letter to be null and void.

(h) The Investor understands that (i) neither the Fiscal Agent Agreement nor the Bonds have been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, and (ii) the Bonds will not be listed on any stock or other securities exchange.

(i) The Investor is legally authorized to make the investment being made by it in the Bonds as a lawful investment of the Investor.

(j) The person signing this letter on behalf of the Investor is a duly appointed, qualified and acting representative of the Investor and authorized to make the certifications, representations and warranties contained herein.

IN WITNESS WHEREOF, the Investor has caused this Investor Letter to be executed and delivered by its authorized representative(s) on the date indicated above.

[INVESTOR]

By: _____

Print Name: _____

Title: _____

ESCROW AGREEMENT

by and between

CITY OF TURLOCK,
for and on behalf of

CITY OF TURLOCK
COMMUNITY FACILITIES DISTRICT NO. 1
(MONTE VISTA CORRIDOR)

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of July 1, 2015

Relating to the Defeasance and Redemption of

City of Turlock
Community Facilities District No. 1
(Monte Vista Corridor)
Special Tax, Series 1999

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SCHEDULE A REFUNDING REQUIREMENTS
APPENDIX A FORM OF DEFEASANCE NOTICE

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") dated as of July 1, 2015, is made and entered into by and between the City of Turlock, a public body, corporate and politic, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) (the "District") and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as the trustee under the 1999 Indenture referred to below (the "Trustee").

R E C I T A L S:

A. The City, for and on behalf of the District, has previously issued its Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Bonds, Series 1999, in the aggregate principal amount of $4,640,000 (the "1999 Bonds").

B. The 1999 Bonds were issued pursuant to an Indenture, dated as of December 1, 1999 (the "Indenture"), by and between the City and State Street Bank and Trust Company of California, N.A., as predecessor-in-interest to U.S. Bank National Association, as Trustee.

C. The City, for and on behalf of the District, is issuing its Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015, to refund all of the outstanding 1999 Bonds (the "Refunded Bonds").

D. Pursuant, and subject, to the terms of the Indenture, if there has been deposited with the Trustee, to be held in escrow, cash or qualified securities (or a combination thereof) which shall provide sufficient moneys to pay and redeem the Refunded Bonds on a designated redemption date, then the lien with respect to the Refunded Bonds under the Indenture shall cease (except for the payment thereof from the moneys held in escrow by the Trustee) and the Refunded Bonds shall be defeased.

E. In order to provide for the proper and timely application of the moneys to be deposited in escrow for the payment of the Refunded Bonds, the City has determined to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Agreement shall have the meanings ascribed to them in the introductory paragraph and the Recitals hereof, and if not found therein, in the Indenture. In addition, as used herein, the following terms shall have the following meanings:

"Bond Counsel" means Richards, Watson & Gershon, A Professional Corporation, or such other attorney or firm of attorneys of nationally recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code selected by the City.

"Closing Date" means July [23], 2015, the date on which the 2015 Bonds are being issued.

"Code" means the Internal Revenue Code of 1986, as amended.

"Escrow Fund" means the fund by that name established by the Trustee pursuant to Section 4, into which moneys shall be deposited for the payment and redemption of the Refunded Bonds.

"Redemption Date" means September 1, 2015.

"Refunded Bonds" means the 1999 Bonds to be defeased and redeemed pursuant to this Agreement, as further described in Schedule A.

"Refunding Requirement" means an amount sufficient to pay the principal, interest and the redemption premium (if any) with respect to the Refunded Bonds on the Redemption Date as set forth in Schedule A.

"Reserve Fund" means the Bond Reserve Fund established by the Trustee pursuant to the Indenture.

"2015 Fiscal Agent" means U.S. Bank National Association, in its capacity as the fiscal agent under the 2015 Fiscal Agent Agreement.

"2015 Fiscal Agent Agreement" means the Fiscal Agent Agreement, dated as of July 1, 2015, by and between the City, for and on behalf of the District, and 2015 Fiscal Agent, relating to the 2015 Bonds.

Section 2. Trustee's Acceptance of Duties. The Trustee hereby accepts the duties and obligations expressly provided in this Agreement and agrees that the irrevocable instructions to the Trustee contained herein are in a form satisfactory to it.

Section 3. Incorporation of Indenture. The applicable and necessary provisions of the Indenture, including redemption provisions set forth in Articles III and IV of the Indenture, are incorporated herein by reference. Reference herein to, or citation herein of, any provisions of the Indenture shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

Section 4. Escrow Fund; Deposits.

(a) There is hereby created and established with the Trustee a special and irrevocable trust fund designated the "Escrow Fund," to be held by the Trustee separate and apart from all other funds of the City or the Trustee and used only for the purposes and in the manner provided in this Agreement.

(b) The City has previously transferred an amount of Special Tax revenues, which together with the other moneys on deposit in the Redemption Fund, is sufficient to pay the $304,267.50 of scheduled principal and interest payment on the 1999 Bonds coming due on

September 1, 2015 (*i.e.,* exclusive of the principal due solely because of the optional redemption pursuant to the refunding described herein). The Trustee shall transfer $304,267.50 from the Redemption Fund to the Escrow Fund.

(c) The City has also transferred to the Trustee $385,500 from cash on hand in the Community Facilities Fund (as defined in the Indenture). The Trustee shall deposit all of such $385,500 into the Escrow Fund.

(d) On the Closing Date, the Trustee shall transfer $406,600.00 from the Reserve Fund to the Escrow Fund.

(e) On the Closing Date, the City shall cause to be transferred to the Trustee a portion of the proceeds of the 2015 Bonds, in the amount of $1,847,900.00, which the Trustee shall deposit into the Escrow Fund.

(f) The sum of the deposits into the Escrow Fund, as described in this Section 4, is $2,944,267.50, which is equal to the Refunding Requirement.

Section 5. Maintenance of Escrow Fund. Pending the disbursement thereof pursuant to Section 6 on the Redemption Date, moneys in the Escrow Fund will be held uninvested.

Section 6. Payment of Refunding Requirement. The Refunded Bonds will be redeemed on September 1, 2015 (*i.e.*, the Redemption Date). On the Redemption Date, the Trustee shall disburse from the Escrow Fund an amount sufficient to pay the Refunding Requirement as indicated on Schedule A and apply such moneys to pay for the redemption of the Refunded Bonds for the equal and ratable benefit of the holders of the Refunded Bonds

Section 7. Verification. The City has caused schedules to be prepared relating to the sufficiency of the funds deposited in the Escrow Fund to pay the Refunding Requirement. The City shall furnish the Trustee with the report of [Causey Demgen & Moore Inc.], verifying the mathematical accuracy of the computations contained in such schedules.

Section 8. Compliance with Agreement and Indenture. The Trustee hereby agrees that the Trustee will take all the actions required to be taken by it hereunder, including the timely transfer of moneys for the payment of principal, interest and redemption premium (if any) with respect to the Refunded Bonds, in order to effectuate this Agreement. The liability of the Trustee for the payment of the Refunding Requirement, pursuant to this Section and under the Indenture, shall be limited to the application, in accordance with this Agreement, of moneys in the accounts of the Escrow Fund (including interest earnings thereon, if any) available for the purposes of and in accordance with this Agreement.

Section 9. Tax Covenant. Notwithstanding any other provision of this Agreement, the City hereby covenants that no part of the proceeds of the 2015 Bonds or of the moneys or funds held by the Trustee hereunder shall be used, and that the City shall not direct the Trustee to use any of such moneys or funds at any time, directly or indirectly, in a manner that would cause any of the 2015 Bonds to be an "arbitrage bond" under Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to the 2015 Bonds. Neither the City nor the Trustee shall transfer or otherwise

dispose of moneys held in the Escrow Fund except as set forth in this Agreement; provided that the Trustee may effectuate the transfer of such moneys to a successor trustee in accordance with the provisions of Section 15 relating to the transfer of rights and property to successor trustees.

Section 10. Defeasance and Redemption Notices. As soon as practicable upon the Trustee's receipt of moneys for deposit in the Escrow Fund pursuant to Section 4, the Trustee shall send notices of redemption in accordance with Sections 4.03 and 11.01(c) of the Indenture. Such notices of redemption shall be substantially in the form set forth in Appendix A.

Section 11. Defeasance of Refunded Bonds. Concurrently with the deposit of the moneys in the accounts of the Escrow Fund pursuant to Sections 4, the Refunded Bonds will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Indenture.

Section 12. Nature of Lien. The trust hereby created shall be irrevocable. The holders of the Bonds shall have an express lien on all of the moneys in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

Section 13. Amendments. This Agreement is made pursuant to and in furtherance of the Indenture and for the benefit of the City and the holders from time to time of the Refunded Bonds and shall not be repealed, revoked, altered, amended or supplemented without the written consent of all such holders and the written consent of the Trustee and the City; provided, however, that the City and the Trustee may, without the consent of, or notice to, such holders enter into such agreement supplemental to this Agreement as shall not materially adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Agreement;

(b) To grant to, or confer upon, the Trustee for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Trustee;

(c) To transfer to the Trustee and make subject to this Agreement additional funds, securities or properties;

(d) To conform the Agreement to the provisions of any law or regulations governing the tax-exempt status of the Refunded Bonds and the 2015 Bonds in order to maintain their tax-exempt status; and

(e) To make any other change determined by the City to be not materially adverse to the holders of the Refunded Bonds.

The Trustee shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 14. Compensation of Trustee. In consideration of the services rendered by the Trustee under this Agreement, the City agrees to and shall pay to the Trustee its proper fees and expenses in accordance with the agreement therefor reached by the Trustee and the City, including all reasonable expenses, charges, counsel fees and other disbursements incurred by it or by its attorneys, agents and employees in and about the performance of their powers and duties hereunder, from any moneys of the City lawfully available therefor and the Trustee shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of such proper fees and expenses.

Section 15. Resignation or Removal of Trustee; Appointment of Successor. The Trustee at the time acting hereunder may at any time resign and be discharged from the trusts hereby created by giving written notice to the City specifying the date when such resignation will take effect, but no such resignation shall take effect unless a successor Trustee shall have been appointed by the holders of the Refunded Bonds or by the City as hereinafter provided and such successor Trustee shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, delivered to the City and signed by the registered holders of a majority in principal amount of the Refunded Bonds. The Trustee may also be removed at any time by the City with not less than 30 days' written notice to the City and the Authority and the registered holders of the Refunded Bonds.

In the event the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be appointed by the holders of a majority in principal amount of the Refunded Bonds, by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the City shall appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the holders of a majority in principal amount of the Refunded Bonds, and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the Trustee so appointed by such holders.

In the event that no appointment of a successor Trustee or a temporary successor Trustee shall have been made by such holders or the City pursuant to the foregoing provisions of this Section within 30 days after written notice of the removal or resignation of the Trustee has been given to the City, the holder of any of the Refunded Bonds or any retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Trustee.

No successor Trustee shall be appointed unless such successor Trustee shall be a national banking association or a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $50,000,000.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City, an instrument in writing accepting such appointment hereunder and thereupon such successor Trustee without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Trustee or the City execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all moneys and securities, if any, held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by the City.

Any entity into which the Trustee, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any entity resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee or any successor to it shall be a party, shall, if it meets the qualifications set forth in the fifth paragraph of this Section, and if it is otherwise satisfactory to the City, be the successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 16. Limitation of Powers and Duties. The Trustee shall have no power or duty to invest any funds held under this Agreement except as provided in Section 5. The Trustee shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Agreement.

Section 17. Indemnification. To the extent permitted by law, the City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Trustee and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Trustee at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the moneys deposited therein, transfer or other application of moneys by the Trustee in accordance with the provisions of this Agreement; provided, however, that the City shall not be required to indemnify the Trustee against the Trustee's own negligence or willful misconduct or the negligence or willful misconduct of the Trustee's employees. In no event shall the City or the Trustee be liable to any person by reason of the transactions contemplated hereby other than as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement and removal or resignation of the Trustee.

Section 18. Limitation of Liability. The Trustee and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such uninvested moneys held hereunder to accomplish the payment and redemption of the Refunded Bonds, or any payment, transfer or other application of moneys by the Trustee in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Trustee made in good faith in the conduct of its duties. The recitals of fact contained in the Recitals of this Agreement shall be taken as the statements of the City, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the sufficiency of moneys to accomplish the payment and redemption of the Refunded Bonds pursuant to the Indenture or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Trustee shall incur no liability in respect thereof. The Trustee shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Trustee shall be determined by the express provisions of this Agreement. Anything in this Agreement notwithstanding, the Trustee shall not be liable for any consequential (i.e., special or indirect) losses or damages in performing its duties or in exercising its rights or power pursuant to this Agreement. The Trustee may consult with counsel, who may or may not be counsel to the City. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel) may be deemed to be conclusively established by a written certification of the City. Whenever the Trustee shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of nationally recognized bond counsel be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only by such a certificate or such an opinion. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties in accordance with this Agreement, or in the exercise of its rights or powers.

Section 19. Termination. This Agreement shall terminate when moneys have been applied to redeem and pay the Refunded Bonds pursuant to Section 6. Upon such termination, all moneys remaining in the Escrow Fund, if any, after payment of any amounts due the Trustee hereunder shall be transferred to the 2015 Fiscal Agent for deposit in the Redemption Fund established under 2015 Fiscal Agent Agreement.

Section 20. Governing Law. This Agreement shall be governed by the law of the State of California.

Section 21. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

All the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 22. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and appointed or elected officials as of the date first written above.

CITY OF TURLOCK

By:_____
City Manager

ATTEST:

By:_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____
Authorized Officer

SCHEDULE A

REFUNDING REQUIREMENT

Redemption Date	Principal	Interest	Redemption Premium	Refunding Requirement
September 1, 2015	$2,845,000*	$99,267.50	-N/A-	$2,944,267.50

* Consists of the following 2005A Bonds to be redeemed on the Redemption Date:

Maturity Date (September 1)	Principal	Interest Rate	Redemption Price
2015	$ 205,000	6.07%	100% (maturity)
2024	2,640,000	7.00	100

APPENDIX A

Form of

NOTICE OF REDEMPTION AND DEFEASANCE

With reference to

City of Turlock
Community Facilities District No. 1
(Monte Vista Corridor)
Special Tax, Series 1999
(CUSIP Nos. 900210AM7, 900210AN5) *
(the "1999 Bonds")

This Notice is being given on behalf of the City of Turlock (the "**City**") to the owners of the above-captioned 1999 Bonds, issued by the City for and on behalf of the City's Community Facilities District No. 1 (Monte Vista Corridor) (the "District"). The 1999 Bonds were issued pursuant to Indenture, dated as of December 1, 1999 (the "**Indenture**"), by and between the City and State Street Bank and Trust Company of California, N.A., as predecessor-in-interest to U.S. Bank National Association, as trustee (the "Trustee")

Pursuant to Section 11.01 of the Indenture, the lien pursuant to the Indenture respect to the 1999 Bonds has been discharged through the irrevocable deposit of cash an escrow fund (the "**Escrow Fund**"). The Escrow Fund is established and held pursuant to an Escrow Agreement, dated as of July 1, 2015 (the "**Escrow Agreement**"), by and between the City, for and on behalf of the District, and the Trustee. The amount of cash deposited in Escrow Fund have been calculated to provide sufficient money to pay and redeem all of the outstanding principal and unpaid accrued interest due on the 1999 Bonds through the Redemption Date (defined below).

On September 1, 2015 (the "**Redemption Date**"), the 1999 Bonds will be paid and redeemed as follows: The 1999 Bonds maturing on September 1, 2015 will be paid as scheduled. The remaining 1999 Bonds which mature on September 1 2024 will be redeemed at a redemption price equal to 100 percent of the principal amount thereof, plus unpaid accrued interest thereon, without premium, in accordance with Section 5.05 of the Indenture. Interest on the 1999 Bonds shall cease to accrue from and after the Redemption Date.

As a result of the deposit into the Escrow Fund pursuant to the Escrow Agreement, the 1999 Bonds are deemed to have been paid and defeased under the Indenture. Obligations of the City to the holders of the 1999 Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the principal and interest payment on the 1999 Bonds as the same become due and payable on the Redemption Date as described above.

Dated: _____ ___, 2015 **U.S. BANK NATIONAL ASSOCIATION, as Trustee**

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* Neither the City nor the Trustee shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness. It is included solely for convenience of the owners of the 1999 Bonds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE ISSUANCE OF COMMUNITY FACILITIES DISTRICT NO. 1 (MONTE VISTA CORRIDOR) SPECIAL TAX REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF CERTAIN RELATED DOCUMENTS AND TAKING CERTAIN RELATED ACTIONS	**RESOLUTION NO. 2015-**

WHEREAS, in 1999, the City Council (the "City Council") of the City of Turlock (the "City") conducted proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, set forth in the California Government Code commencing with Section 53311 (the "Mello-Roos Act"), including among other actions, the adoption of Resolution No. 99-239, on November 29, 1999, to form the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) (the "District"); and

WHEREAS, pursuant to the Mello-Roos Act, in particular Government Code Section 53317(g), the City Council acts as the legislative body of the District (in such capacity, the "Legislative Body"); and

WHEREAS, at an election in the District that was held on November 29, 1999, the qualified electors of the District duly authorized (i) the issuance of not to exceed $6,000,000 principal amount of special tax bonds for the purpose of financing the acquisition and construction of such public facilities (the "Bond Authorization"), and (ii) the levy and collection of a special tax ("Special Tax") pursuant to a rate and method of apportionment of Special Tax for the District (the "Rate and Method") to be used for the purpose, among others, of paying the interest on and principal of and redemption premium, if any, on such special tax bonds; and

WHEREAS, pursuant to the Bond Authorization, the City, for and on behalf of the District, issued its Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Bonds, Series 1999, in the aggregate principal amount of $4,640,000 (the "1999 Bonds"); and

WHEREAS, as of the adoption date of this Resolution, $2,845,000 in aggregate principal amount of 1999 Bonds remain outstanding; and

WHEREAS, the City Council, as the Legislative Body, desires to proceed with the issuance of bonds (the "Refunding Bonds") by the City, for and on behalf of this District, to refund the 1999 Bonds, under the authority provided in the Mello-Roos Act and in Article 11, commencing with Section 53580, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law"); and

WHEREAS, the Refunding Bonds will be issued pursuant to the terms set forth in a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), by and between the City, for and on behalf of the District, and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"); and

WHEREAS, there has been presented to this City Council, the form of an Escrow Agreement (the "Escrow Agreement"), by and between the City, for and on behalf of the District, and U.S. Bank National Association, as the trustee under the indenture for the 1999 Bonds; and

WHEREAS, proceeds of the Refunding Bonds and certain other available moneys, all as specified in the Escrow Agreement, will be deposited into an escrow fund to effect the defeasance of the 1999 Bonds; and

NOW, THEREFORE, the City Council of the City of Turlock, acting as the Legislative Body of the City of Turlock Community Facilities District No. 1 (Monte Vista Corridor), does hereby find, determine, resolve, and order as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The issuance of Refunding Bonds, in an aggregate principal amount not exceeding $2,500,000, pursuant to the Fiscal Agent Agreement, is hereby authorized subject to the parameters set forth in Section 6 below.

Section 3. The Fiscal Agent Agreement, in the form on file in the office of the City Clerk, is hereby approved. Each of the Mayor and the City Manager (each, an Authorized Officer"), individually, is hereby authorized to execute and deliver, for and in the name of the City, the Fiscal Agent Agreement in substantially such form, with changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 4. The Escrow Agreement, in the form on file in the office of the City Clerk, is hereby approved. Each Authorized Officer, individually, is hereby authorized to execute and deliver, for and in the name of the City, the Escrow Agreement in substantially such form, with changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 5. It is currently expected that the initial purchaser (the "Purchaser") of the Refunding Bonds, upon issuance, will be City National Bank, at a purchase price equal to the aggregate principal amount of the Refunding Bonds. The City Manager is hereby authorized to finalize any negotiation with the City National Bank regarding the sale of the Refunding Bonds; provided, that the City Manager is hereby authorized to select a different entity as the Purchaser, if the City Manager determines to do so in view of the progress of the negotiation and in consultation with the Financial Advisor, so long as the sale of the Refunding Bonds shall be consistent with the parameters set forth in Section 6 below.

Section 6. For the purposes of Government Code Sections 53362.5, 53363.2 and 53364.5, it is hereby fixed, designated and determined that:

(a) In connection with the refunding described in this Resolution, the 1999 Bonds shall be paid and redeemed on September 1, 2015 (the "Redemption Date");

(b) The Purchaser is expected to purchase the Refunding Bonds on or about July 23, 2015; provided that in any event, such purchase shall take no later than July 31, 2015;

(c) The date, denomination, maturity dates, place(s) of payment and form of the Refunding Bonds shall be as set forth in the Fiscal Agent Agreement;

(d) The final maturity date of the Refunding Bonds shall not be later than the final maturity of the 1999 Bonds;

(e) The Refunding Bonds shall be callable prior to their maturity as provided in the Fiscal Agent Agreement;

(f) The minimum interest rate to be paid on the Refunding Bonds shall be 0.25 percent per annum and the maximum interest rate to be paid on the Refunding Bonds shall not exceed 4.00 percent per annum;

(g) The total interest cost to maturity on the Refunding Bonds plus the principal amount of the refunding bonds do not exceed the total interest cost to maturity on the 1999 Bonds to be refunded plus the principal amount of the 1999 Bonds to be refunded;

(h) The refunding will result in a net present value savings of not less than three percent; and

(i) The designated cost of issuing the Refunding Bonds, as defined in Government Code Section 53363.8, shall include all of the costs described in Section 53363.8(a), (b)(2) and (c).

Section 7. The City Council hereby finds and determines that:

(a) It is prudent in the management of the District's fiscal affairs to issue the Refunding Bonds;

(b) The fiscal year 2014-15 assessed value of the real property subject to the Special Tax in the District is more than three times the sum of: (i) the principal amount of the Refunding Bonds and (ii) the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Act or a special assessment levied on such property; determined pursuant to Government Code Section 53345.8(a);

(c) Savings achieved through the issuance of the Refunding Bonds (within the meaning of Government Code Section 53364.2) will be used to reduce the Special Tax, in accordance with and subject to the Rate and Method; and

(d) The negotiated sale of the Refunding Bonds to the Purchaser is for the benefit of the District and will result in lower overall cost to the District than a public sale of the Refunding Bonds.

Section 8. For purposes of Government Code Section 53353.1, the covenant as more fully set forth in the Fiscal Agent Agreement for the benefit of the Holders (as defined in the Fiscal Agent Agreement) of Refunding Bonds pertaining to the commencement and diligent pursuit of foreclosure action regarding delinquent installment, in whole or in part, of the Special Tax is hereby affirmed.

Section 9. The Refunding Bonds are hereby designated as "Qualified Tax-Exempt Obligations" for purposes of Section 265(b)(3) of the Internal Revenues Code of 1986, as amended (the "Code"). In that connection, the City represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, during the current calendar year, (i) has not issued and will not issue tax-exempt obligations designated as Qualified Tax-Exempt Obligations in an aggregate amount, including the Refunding Bonds, exceeding $10,000,000, and (ii) has not issued, does not reasonably anticipate issuing, and will not issue, tax-exempt obligations in an aggregate amount exceeding $10,000,000 (including the Refunding Bonds, but excluding (a) private activity bonds that are not qualified 501(c)(3) bonds and (b) current refunding issues to the extent that the amount of the current refunding issue does not exceed the outstanding amount of the prior issue), unless the City first obtains a written opinion of the bond counsel approving the Refunding Bonds that such designation or issuance, as applicable, will not adversely affect the status of the Refunding Bonds as Qualified Tax-Exempt Obligations. The City represents and covenants that, during any time or in any manner as might affect the status of the Refunding Bonds as Qualified Tax-Exempt Obligations, no entity has been or will be formed or availed of in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code. The City further represents that the Refunding Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers. For purposes of the foregoing representations and covenants, the "amount" of the Refunding Bonds is the greater of the principal amount of the Refunding Bonds or the Issue Price, determined without regard to Pre-Issuance Accrued Interest (as such terms are defined in the Code), if any.

Section 10. The appointment of U.S. Bank National Association as the initial Fiscal Agent under the Fiscal Agent Agreement is hereby approved. Each Authorized Officer, acting individually, is hereby authorized to execute an agreement with the Fiscal Agent for its services as the Fiscal Agent.

Section 11. The City Council hereby approves the appointment of the following firms for the refunding transaction described herein: (i) First Southwest Company, LLC, as Financial Advisor, (ii) Richards, Watson & Gershon, A Professional Corporation, as Bond Counsel; and (iii) Stifel Nicolaus & Company, Incorporated, as Placement Agent.

Section 12. The Authorized Officers, the Administrative Services Director and all other officers of the City are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution and each of the agreements approved hereby. Any actions previously taken by officers of the City consistent with the purposes of this Resolution and such agreements are hereby ratified and confirmed.

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:

ATTEST:

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

8J

Council Synopsis

July 14, 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: Adopting Tax-Advantaged Bonds Post-Issuance Compliance Procedures

2. DISCUSSION OF ISSUE:

Bonds that are issued by municipalities to finance or refinance public capital improvements or certain other purposes, as permitted by law, are sometimes provided preferential treatment under federal tax laws. Such bonds include those that are commonly referred to as "tax-exempt bonds" and "tax credit bonds." They are often collectively referred to by the Internal Revenue Service as "tax-advantaged bonds." Tax advantaged bonds are subject to federal tax requirements both at the time the bonds are issued and for as long as they remain outstanding. Failure by the issuer to comply with any applicable federal tax requirement with respect to tax-advantaged bonds jeopardizes their preferential treatment and could subject the issuer of non-compliant bonds to IRS penalties or civil liability.

Recently, the IRS has placed new focus on the importance for issuers to establish and adopt written procedures to monitor post-issuance compliance of tax-advantaged bonds, which focus is reflected in the recently amended IRS form to be filed upon the closing of a tax-exempt bond issue.

The currently proposed City of Turlock Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015, which will refinance bonds previously issued by the City for and on behalf Community Facilities District No. 1 (Monte Vista Corridor), are an example of tax-exempt bonds. In the future, the City or another related entity of the City may issue other tax-advantaged bonds to finance public capital improvements within the City. Related entities of the City, such as community facilities districts formed by the City, are considered subordinate entities of the City for federal tax purposes.

City staff currently monitors post-issuance compliance with federal tax requirements of outstanding bonds and refers questions on an as-needed basis to the City's bond counsel. Approval of this item would formalize and aid the City's monitoring process with written procedures that can be used as a checklist.

The attached post-issuance compliance procedures (see Exhibit A to Resolution) will help the City monitor compliance with applicable federal tax requirements as long as any tax-advantaged bonds to be issued in the future by the City or any other related entity of the City are outstanding. These procedures advance recent IRS objectives and serve as a measure of added internal controls to assist the City in preventing violations from occurring, or timely correcting identified violations, to ensure the continued tax-advantaged status of the bonds.

3. BASIS FOR RECOMMENDATION:

As noted above, the IRS is taking a closer look at how issuers of "tax-advantaged" bonds monitor the activities associated with these bonds post issuance to ensure that the tax-exempt nature of the bonds is not jeopardized. The attached Resolution assists City Staff by clearly laying out the process and procedures associated with these responsibilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no additional cost to the City's budget by adopting the attached Resolution. City Staff, with the assistance of outside consultants, already performs the duties outlined in Exhibit A and any associated costs are included in the adopted budget.

5. CITY MANAGER COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable at this point in the process.

7. ALTERNATIVES:

A. No alternative is recommended as the procedures are necessary to document the City's compliance with IRS regulations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING TAX-ADVANTAGED BONDS POST-ISSUANCE COMPLIANCE PROCEDURES	}	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock, a municipal corporation duly formed and existing under the laws of the State of California, or one or more of its related entities (the "City") has issued bonds or otherwise incurred bonded indebtedness ("Tax-Exempt Bonds"), the interest on which is excluded from gross income for owners thereof for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City intends to issue additional Tax-Exempt Bonds from time to time; and

WHEREAS, the City may also, in the future, issue bonds or incur bonded indebtedness ("Tax Credit Bonds," and together with Tax-Exempt Bonds, "Tax-Advantaged Bonds") that entitle the City, the owners of the Tax Credit Bonds or another party to either a credit against federal income tax liability or a refundable credit from the United States Treasury; and

WHEREAS, issuers of Tax-Advantaged Bonds are required to comply with certain post issuance requirements in accordance with the Code; and

WHEREAS, the City desires to adopt the Tax-Advantaged Bonds Post-Issuance Compliance Procedures (the "Procedures"), as set forth in Exhibit A hereto.

NOW, THEREFORE, the City Council of the City of Turlock does hereby find, determine, resolve, and order as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Procedures, as set forth in Exhibit A, are hereby approved and adopted and shall be made applicable to all Tax-Advantaged Bonds issued by or on behalf of the City and its related entities (such as, but not limited to, community facilities district formed by the City and the Successor Agency to the Turlock Redevelopment Agency).

Section 3. The Administrative Services Director, in consultation with bond counsel, is hereby authorized to amend the Procedures from time to time as necessary or appropriate.

Section 4. The City Manager, the City Treasurer and Administrative Services Director (or their designees) are hereby authorized and directed, jointly and severally, to do any and all things, to effectuate the purposes of this Resolution and to implement the Procedures any such actions previously taken by such officers are hereby ratified and confirmed.

Section 5. This Resolution shall take effect immediately upon adoption.

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:

ATTEST:

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

TAX-ADVANTAGED BONDS POST-ISSUANCE COMPLIANCE PROCEDURES

1. BACKGROUND AND TRAINING

Bonds that receive preferential treatment under federal law are commonly referred to by the Internal Revenue Service as "tax-advantaged bonds." These bonds are issued by or on behalf of state and local governments, including the City of Turlock and its related public entities such as the community facilities districts formed by the City and the Successor Agency to the Turlock Redevelopment Agency. These bonds are subject to federal tax requirements both at the time the bonds are issued and for as long as they remain outstanding. An issuer's (or other party's) failure to comply with any applicable federal tax requirement with respect to these bonds jeopardizes their preferential treatment.

While compliance with applicable federal tax requirements normally occurs at closing, other federal tax requirements require on-going monitoring after the issuance of the bonds. These requirements include filing a Form 8038 information return (8038-G for fully tax-exempt bonds, 8038-GC for fully tax-exempt bonds with an issue price of less than $100,000, 8038 for tax-exempt ("qualified") private activity bonds, 8038-B for Build America Bonds, or 8038-TC for tax credit bonds, such as qualified school construction bonds) and the issuer having reasonable expectations of on-going, post-issuance compliance.

Post-issuance federal tax requirements generally fall into two categories: (1) the use of proceeds and the use of bond-financed property; and (2) arbitrage yield restriction on investments and rebate. Use requirements require monitoring of the various direct and indirect uses of bond-financed property over the life of the bonds and calculations of the percentage of nonqualified uses. Arbitrage requirements also require monitoring over the life of the bonds to determine whether both the yield on investments acquired with bond proceeds are properly restricted and whether the City must file a Form 8038-T to pay a rebate or a yield reduction payment.

Post-issuance compliance procedures will help the City monitor compliance as long as the bonds remain outstanding and improve the City's ability to identify noncompliance and prevent violations from occurring, or timely correct identified violations, to ensure the continued tax-advantaged status of the bonds.

The designated officer or employee (described in Section 2.A, below) and anyone assigned particular responsibilities in connection with the procedures described below must read the certificate regarding compliance with certain tax matters (commonly referred to as the "tax certificate") that is executed by the City (or a related public entity) in connection with each bond issue for a more complete explanation of the matters described in these Procedures. In addition, the designated officer or employee and anyone assigned particular responsibilities, should discuss these matters with bond counsel and must meet with bond counsel for training related to these Procedures.

2. GENERAL ADMINISTRATION

A. Responsible Officers or Employees. The Administrative Services Director will be responsible for compliance with each of the procedures set forth below. The Administrative Services Director will notify any additional employee(s), of their responsibilities and provide

them with a copy of these Procedures. Qualified consultants may assist in conducting the compliance procedures.

B. Reassignment of Responsibilities. Upon the transition of a designated officer or employee, the Administrative Services Director will advise the new officer or employee of the responsibilities under these procedures. If officer or employee positions are restructured or eliminated, the Administrative Services Director, or their designee will reassign responsibilities as necessary to ensure that all of the procedures listed below have been appropriately assigned.

C. Periodic Reviews. The designated officer or employee will conduct periodic reviews of compliance with these procedures and with the terms of any existing tax certificate relating to outstanding tax-advantaged bonds, such as fully tax-exempt bonds or Build America Bonds, to determine whether any violations have occurred. Such periodic reviews will occur at least annually. In the event that violations have occurred, bond counsel will be contacted immediately so that violations can be remedied through the remedial actions set forth in Section 1.141-12 of the Treasury Regulations, the Voluntary Closing Agreement Program described in IRS Notice 2008-31, or further guidance as may be provided by the IRS. Where necessary, violations will be reported to the IRS by submitting a VCAP request within 90 days after identification of the violation.

D. Changes or Modifications to Bond Terms. If any change or modification to the terms of tax-advantaged bonds is contemplated, the designated officer or employee will immediately contact bond counsel (a change or modification could result in a reissuance, which in the case of BABs, for example, would constitute a refunding of the BABs and thereby jeopardize their preferential tax status).

E. Recordkeeping. For each issue of tax-advantaged bonds, the designated officer or employee will:

(1) maintain a copy of the transcript of the documents relating to the bonds.

(2) maintain records of all facilities and other costs (e.g., issuance costs, credit enhancement fees and capitalized interest) and uses (e.g., deposits to project funds and reserve funds) for which bond proceeds were spent or used (in the case of a qualified private activity bond, the conduit borrower will be responsible for providing the City with this information);

(3) maintain records of investments and expenditures of bond proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with arbitrage restrictions (in the case of a qualified private activity bond, the borrower will be responsible for providing the City with this information in the event it is not otherwise available to the City);

(4) maintain all records described in these Procedures while any bonds of the issue are outstanding and during the three-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the three year period following the final maturity or redemption date of the latest refunding bond issue; and

(5) maintain copies of all of the following contracts or arrangements with non-governmental persons or organizations or with the federal government: (a) the sale of any bond-financed facility; (b) the lease of any bond-financed facility (other than individual tenant leases in the case of qualified private activity multifamily rental housing bonds); (c) management or service contracts relating to a bond-financed facility (other than those entered into in connection with qualified private activity bonds); (d) research contracts involving research undertaken in a bond-financed facility (other than those entered into in connection with qualified private activity bonds); and (e) any other contracts involving "special legal entitlements" (such as naming rights or exclusive provider arrangements) with respect to a bond-financed facility (other than those entered into in connection with qualified private activity bonds).

3. IRS INFORMATION RETURN FILING

In cooperation with bond counsel, the designated officer or employee will ensure that the Form 8038-G (or other applicable Form 8038) is timely filed (on or before the 15th day of the second calendar month after the end of the quarter in which the bonds were issued) with respect to each tax-advantaged bond issue, including any required schedules and attachments.

4. INVESTMENT AND EXPENDITURE OF BOND PROCEEDS AND REBATE

A. Track Investments and Expenditures. The designated officer or employee will ensure the existence of an established accounting procedure for tracking the investment and the timely expenditures of bond proceeds, including investment earnings.

B. Reimbursement. Upon issuance of the bonds, the designated officer or employee will allocate bond proceeds to reimbursement of prior expenditures (assuming, if required, an appropriate declaration of intent to reimburse has been adopted). In the case of qualified private activity bonds, the designated officer or employee shall rely on information provided by the conduit borrower.

C. Final Allocations. The designated officer or employee will ensure that a final allocation of bond proceeds (including investment earnings) to qualifying expenditures is made if bond proceeds are to be allocated to project expenditures on a basis other than "direct tracing" (direct tracing means treating the bond proceeds as spent as shown in the accounting records for bond draws and project expenditures). This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than the earlier of five years and 60 days after the issuance date of the bonds or 60 days after the bond issue is retired. In the case of qualified private activity bonds, the designated officer or employee shall rely on information provided by the conduit borrower, which shall be required to provide such information within the timeframe described in the preceding section.

D. Timely Expenditure of Bond Proceeds. Mindful of the expectations regarding the timing of the expenditures of bond proceeds set forth in the tax certificate, the designated officer or employee will monitor expenditures of bond proceeds, including investment earnings, against issuance date expectations for satisfaction of three-year (or five-year) temporary period from yield restriction on investment of bond proceeds. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

E. Yield. The designated officer or employee will make note of the "yield" of the bond issue, as shown on the Form 8038-G, 8038-B or other applicable Form 8038.

F. Temporary Periods and Yield Restriction. The designated officer or employee will review the tax certificate to determine the "temporary periods" for the bond issue, during which periods various categories of gross proceeds of the bond issue may be invested without restriction as to yield. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

G. Investment of Proceeds and Yield Restriction. The designated officer or employee will ensure that bond proceeds are not invested in investments with a yield above the bond yield following the end of the applicable temporary period unless yield reduction payments are to be made. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

H. Bidding Requirements. If purchasing investments other than publicly traded securities for immediate delivery (for example, a guaranteed investment contract or certificates of deposit), the designated officer or employee will consult with bond counsel to ensure that investments of bond proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintain records to demonstrate satisfaction of such safe harbors. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

I. Credit Enhancement and Hedging Transactions. The designated officer or employee will consult with bond counsel before engaging in credit enhancement or hedging transactions with respect to a bond issue. The designated officer or employee will maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions.

J. Debt Service Fund. After all proceeds of a bond issue have been spent, the designated officer or employee will ensure that the debt service fund meets the requirements of a "bona fide debt service fund," i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of (i) the investment earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the bond issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year. The designated officer or employee will consult with bond counsel before creating separate additional funds that are expected to be used to pay debt service on the bonds. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

K. Reserve Fund. The designated officer or employee will ensure that amounts of bond proceeds invested in any reasonably required reserve fund do not exceed the least of (each determined at the time of issuance of the bonds): (i) ten percent of the stated principal amount of the bonds (or the sale proceeds of the bond issue if the bond issue has original issue discount or original issue premium that exceeds two percent of the stated principal of the bond issue plus, in the case of premium, reasonable underwriter's compensation); (ii) maximum annual debt service on the bond issue; or (iii) 125 percent of average annual debt service on the bond issue. In the

case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

L. Escrow Fund. For an advance refunding escrow (where the escrow is established 90 or more days before the refunded bonds are to be redeemed) funded with taxable open market securities earning yields higher than the yield of the advance refunding bonds, assure that all or part of the escrow is invested in zero interest rate SLGS issued by the U.S. Treasury Department if needed to blend down the yield.

M. Gifts for Bond-Financed Projects. Before beginning a campaign that may result in gifts that will be restricted for use relating to a bond-financed facility (or, in the absence of such a campaign, upon the receipt of such restricted gifts), the designated officer or employee will consult with bond counsel to determine whether replacement proceeds may result. In the case of qualified private activity bonds, the conduit borrower will be required to comply with this paragraph.

N. Performance of Rebate Calculations. Subject to the small issuer exception and the exceptions described in the tax certificate, investment earnings on bond proceeds at a yield in excess of the bond yield generally must be rebated to the United States. The designated officer or employee will ensure that rebate calculations will be timely performed and payment of rebate amounts, if any, will be timely made. Rebate payments are generally due 60 days after the fifth anniversary of the issuance date of the bond issue, then in succeeding installments every five years. The final rebate payment is due 60 days after retirement (or early redemption) of the last bond of the issue. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

O. Rebate Consultant. The designated officer or employee will engage the services of an experienced rebate consultant to undertake rebate calculations described above for each bond issue. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

P. Spending Exceptions. If the six-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the tax certificate) apply to the bond issue, the designated officer or employee will ensure that the spending of bond proceeds is monitored prior to semi-annual spending dates for the applicable exception.

Q. Follow-up on Rebate. After all bond proceeds have been spent, the designated officer or employee will ensure compliance with rebate requirements for any reserve fund and any debt service fund that is not exempt from the rebate requirement. In the case of qualified private activity bonds, the conduit borrower shall be required to comply with this section.

R. Filing of 8038-T. The designated officer or employee will make rebate and yield reduction payments timely and file Form 8038-T.

5. PRIVATE BUSINESS USE

A. Private Business Use. Use of bond proceeds or bond-financed property by a nongovernmental person (including the federal government) in furtherance of a trade or business activity is considered private business use. Any activity carried on by other than a natural person

(individual acting as a member of the general public) is treated as a trade or business. Indirect uses of bond proceeds must also be considered in determining whether more than ten percent of the proceeds of a bond issue will be for a private business use. For example, a facility is treated as being used for a private business use if it is sold or leased to a nongovernmental person and the nongovernmental person's use is in a trade or business. The designated officer or employee will analyze any private business use of bond-financed facilities and, for each issue of bonds, determine whether the ten percent limit on private business use (five percent in the case of "unrelated or disproportionate" private business use) is exceeded and immediately contact bond counsel if either of these limits is exceeded. This section shall not apply to qualified private activity bonds.

B. Management and Service Agreements. Management contracts between governmental entities and certain private parties under which private parties receive compensation for services provided with respect to a bond-financed facility may result in private business use. Before entering into any new management agreement or service agreement relating to bond-financed facilities, the designated officer or employee will immediately contact bond counsel to review any such agreement to determine whether it may result in private business use. This section shall not apply to qualified private activity bonds.

C. Special Legal Entitlements. Before entering into any agreement providing special legal entitlements relating to a bond-financing facility, the designated officer or employee will immediately contact bond counsel to review such agreement. This section shall not apply to qualified private activity bonds.

6. PROCEDURES RELATING ONLY TO BUILD AMERICA BONDS AND TAX CREDIT BONDS

A. Limit on Premium. The designated officer or employee will consult with the financial advisor to ensure that the premium on each maturity (stated as a percentage of principal amount) does not exceed one-quarter of one-percent multiplied by the number of complete years to the earlier of the final maturity or, generally, the earliest optional redemption date for the bonds.

B. Two Percent Costs of Issuance Limitation. The designated officer or employee will consult with the financial advisor to ensure that the excess of the issue price (*i.e.*, the stated principal amount of the bonds plus the original issue premium or less the original issue discount) over the price at which the bond issue is sold to the investors at the initial bond offering, when combined with other issuance costs paid from bond proceeds, does not exceed two percent of the sale proceeds.

C. Review of Market Availability. The designated officer or employee will ensure that the financial advisor reviews the market trading activity after their sale date but before their issuance date to determine whether the market pricing is consistent with the issue price reported by the underwriter or original purchaser as of their sale date. Market trading information is generally available through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA) (http://www.emma.msrb.org). A record of such determination, including copies of the market trading information, will be maintained.

D. Monitor Interest For Refundable Credit. In the case of BABs or tax credit bonds, the designated officer or employee will monitor the amount of interest payable on each interest payment date to ensure that the proper amount of direct payment (refundable credit) is requested on each Form 8038-CP.

E. Filing of 8038-CP. In the case of BABs or tax credit bonds, the designated officer or employee will ensure that IRS Form 8038-CP is timely filed with respect to each interest payment date (or each quarter in the case of certain variable rate bond issues).

F. Refundable Credit Payments to Proper Person. In the case of BABs or tax credit bonds, if the direct payments (refundable credits) to be made by the federal government with respect to the bonds will be paid to a person other than the issuer (*e.g.*, the bond trustee or the state or local government entity on whose behalf an authority issued the bonds, such as the California Statewide Communities Development Authority), the designated officer or employee will obtain and record the contact information of that person, and ensure that it is properly shown on Form 8038-CP so that the direct payment (refundable credit) will be made to the proper person.

G. Follow-up on Two Percent Costs of Issuance Limitation. In the case of BABs or tax credit bonds, in cooperation with the financial advisor, the designated officer or employee will ensure that no more than two percent of the sale proceeds are used to pay issuance costs.

H. Available Project Proceeds. In the case of BABs or tax credit bonds, the designated officer or employee will ensure that all of the sale proceeds and investment earnings, other than (i) sale proceeds used to pay issuance costs (up to the two percent limit described above) or (ii) deposited in a reasonably required reserve fund, are allocated to capital expenditures.