City Council Agenda

September 22, 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.

4:30 - 6:00 p.m. - Opening Reception for Jessica's House Art Exhibition at City Hall

Moment of Reflection: ***In recognition of efforts of the City of Turlock Fire Department and Police Department Strike Team Personnel***

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Manufacturing Awareness and Appreciation Month, October 2015, accepted by Jennifer Carlson, Executive Director, Manufacturer's Council of the Central Valley
B. *Presentation*: Young Eagles Event by Todd Smith, President, Turlock Regional Aviation Association
C. *Presentation*: Jessica's House Art Exhibit by Erin Nelson, Director, Jessica's House
D. *Presentation*: Stanislaus Innovation Challenge by Kurtis Clark, Director of Alliance Small Business Development Center

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Median Landscape & Assessment Districts and Water Conservation & Impact *(Schulze)*
2. Aquatics Season Update *(Packwood)*

C. PUBLIC PARTICIPATION

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

A. *Resolution*: Accepting Demands of 8/27/15 in the amount of $501,972.32; Demands of 9/3/15 in the amount of $10,831,844.24

B. *Motion*: Accepting Minutes of Regular Meeting of September 8, 2015

C. 1. *Motion*: Approving Amendment No. 2 to the Agreement with Carollo Engineers for City Project No. 11-42, "Water Reservoir and Pump Station on Fulkerth Road"
2. *Resolution*: Appropriating $10,260 for Fiscal Year 2014-15 and $3,240 for Fiscal Year 2015-16 to account number 420-52-551.51272 "Fulkerth Tank & Pump Station - Construction Management" from Fund 420 "Water" reserve balance for City Project No. 11-42, "Fulkerth Tank and Pump Station"

D. *Motion*: Approving retainer agreements for the remainder of Fiscal Year 2015-16 and Fiscal Year 2016-17 with Interwest Consulting Group, in an amount not to exceed $150,000 (Fund 405) and with 4Leaf, Inc., in an amount not to exceed $140,000, for on call plan check services on an as needed basis associated with various building permit applications

E. *Motion*: Accepting improvements for City Project No. 15-31, "Gemstone Way Electrolier," and authorizing the City Engineer to file a Notice of Completion

F. *Motion:* Approving a four (4) year agreement with Transit Capital Support Services, LLC, of Atlanta, Georgia, for transit technical assistance and support services, in an amount not to exceed $272,851.92, in support of Capital Project No. 15-60, "RFP for Transit Support Services"

G. *Motion*: Accepting notification of Contract Change Order No. 10 (Final), in the amount of $19,435.45 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,277,095

H. *Resolution*: Accepting donations received from July through September Fiscal Year 2015-16 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

I. *Motion*: Approving a renewal agreement between the City of Turlock and Dragon Sports to offer youth self-defense classes

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

K. *Motion*: Approving a renewal agreement with Target Solutions, for a subscription of online training services for continuing education in Emergency Medical Service (EMS), and other various mandated training for Turlock Fire Department personnel, in an amount not to exceed $3,995, from Fund 265-30-310.302_47140 "Cal Firefighters Joint Apprenticeship Committee (JAC)"

L. *Resolution*: Amending the salary range for the job classification of Purchasing Coordinator from 22.0 to 25.6, TCEA Bargaining Unit 4 Salary Schedule, effective September 22, 2015

M. 1. *Motion*: Making the determination that City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop," is exempt from the provisions of CEQA in accordance with Section 15301

2. *Motion*: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the replacement of the HVAC facilities at the utilities shop

3. *Motion*: Approving an agreement in the amount of $8,295 (Fund 410 & 420) with Champion Industrial Contractors, Inc. of Modesto, California, for City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop"

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 2015-01- Planned Development 272 (The Vista Student Housing)] as introduced at the September 8, 2015 meeting

Resolution: Establishing Conditions of Approval for Planned Development No. 272 (PD-272) [Rezone 2015-01, The Vista Student Housing – Scheme 2]

7. PUBLIC HEARINGS

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

A. Request to determine that the adoption of General Plan Amendment 2015-02 (Active Transportation Plan) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous EIR); Section 15183 (Projects consistent with the General Plan); and/or Section 15162 (Feasibility and planning studies) of the CEQA Guidelines and approving the Active Transportation Plan and adopting General Plan Amendment 2015-02 (Active Transportation Plan). *(Whitmore)*

Recommended Action:
Motion: Determining that the adoption of General Plan Amendment 2015-02 (Active Transportation Plan) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous EIR); Section 15183 (Projects consistent with the General Plan); and/or Section 15162 (Feasibility and planning studies) of the CEQA Guidelines

Resolution: Approving the Active Transportation Plan and adopting General Plan Amendment 2015-02 (Active Transportation Plan)

B. Request approve the Fiscal Year 2014-15 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME); Request to authorize submission of the CAPER to the United States Department of Housing and Urban Development (HUD); and Request to authorize the Mayor, City Manager or designee to execute related necessary documents. *(Pitt)*

***Recommended Action*:**
Motion: Approving the Fiscal Year 2014-15 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager or designee to execute related necessary documents

8. SCHEDULED MATTERS

A. Request to direct staff to move forward with the issuance of the Downtown Parking Study RFP. *(Quintero)*

Recommended Action:
Motion: Directing staff to move forward with the issuance of the Downtown Parking Study RFP

B. Request to adopt a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests. *(York)*

***Recommended Action*:**
Resolution: Adopting a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests

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. <u>*Public Employee Performance Evaluation*</u>, 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 appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."*
Title: City Attorney
Title: City Manager

12. ADJOURNMENT

2A

IN RECOGNITION OF

MANUFACTURING AWARENESS AND APPRECIATION MONTH

OCTOBER 2015

WHEREAS, Manufacturing Day is nationally celebrated on the first Friday of the month of October to showcase manufacturers and increase awareness of manufacturing careers; and

WHEREAS, manufacturing jobs are critical to the economy and provide living wages with long-term career opportunities; and

WHEREAS, the manufacturing sector includes food processing, milk processing, beverage manufacturing, nut processing, paper products, food packaging, plastic products, and steel products; and

WHEREAS, increasing awareness and opportunities among students, parents, and the community of local manufacturing careers is essential to encouraging manufacturing pathways; and

WHEREAS, coordinated and aligned efforts of public, private, and nonprofit organizations is needed to collectively address the challenges of the skilled labor shortage; and

WHEREAS, by working together with manufacturers, the educational system, Workforce Investment Board, Economic Development Corporation, Chamber of Commerce, and other public and private organizations, the skilled labor shortage for short-term can be solved, and long-term solutions can be developed; and

WHEREAS, showcasing the regional commitment to manufacturing in the San Joaquin Valley will encourage local expansion and attraction from other markets.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim October 2015 as **"MANUFACTURING AWARENESS AND APPRECIATION MONTH"** and encourage our communities and manufacturers to work collaboratively with the San Joaquin Valley Manufacturing Cluster in creating a world class Career Technical Education Ecosystem to support and grow the manufacturing sector.

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 22nd day of September, 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 8/27/15 IN THE AMOUNT OF $501,972.32; DEMANDS OF 9/3/15 IN THE AMOUNT OF $10,831,844.24	**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:
8/27/15	$501,972.32
9/3/15	$10,831,844.24

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 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: 8/21/2015 - To Payment Date: 8/27/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
103558	08/26/2015	Open			Utility Management Refund	CALVAN, RUSSELL	$188.28		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$188.28			
103559	08/26/2015	Open			Utility Management Refund	DAVIS, SCOTT	$133.59		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$133.59			
103560	08/26/2015	Open			Utility Management Refund	DE SA CAMPOS, CAROL	$234.92		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$234.92			
103561	08/26/2015	Open			Utility Management Refund	DELANEY, BECKY	$11.65		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$11.65			
103562	08/26/2015	Open			Utility Management Refund	GERNER, SARA	$256.45		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$256.45			
103563	08/26/2015	Open			Utility Management Refund	GONZALEZ, VIVIANA	$21.71		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$21.71			
103564	08/26/2015	Open			Utility Management Refund	HJERTQUIST, SANDRA	$63.06		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$63.06			
103565	08/26/2015	Open			Utility Management Refund	SAFI, MARYUM	$12.73		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$12.73			
103566	08/26/2015	Open			Utility Management Refund	WILSON, YVONNE	$124.59		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$124.59			
103567	08/27/2015	Open			Accounts Payable	A & A PORTABLES INC	$172.29		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$172.29			
103568	08/27/2015	Open			Accounts Payable	AIR RESOURCES BOARD-PERP RENEWAL	$570.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$570.00			
103569	08/27/2015	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	$45.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$45.00			
103570	08/27/2015	Open			Accounts Payable	AT & T	$704.25		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$704.25			

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City of Turlock

Payment Register

From Payment Date: 8/21/2015 - To Payment Date: 8/27/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
103571	08/27/2015	Open			Accounts Payable	AT&T / CALNET 2		$785.82		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$334.68			
	255 - CDBG			255.11000 (Cash)			$42.12			
	405 - Building			405.11000 (Cash)			$59.17			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$167.89			
	420 - WATER			420.11000 (Cash)			$167.89			
	502 - Engineering			502.11000 (Cash)			$14.07			
103572	08/27/2015	Open			Accounts Payable	AT&T MOBILITY		$46.51		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$46.51			
103573	08/27/2015	Open			Accounts Payable	BILSON'S SPORT SHOP INC		$884.62		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$884.62			
103574	08/27/2015	Open			Accounts Payable	CENTRAL SANITARY SUPPLY		$1,275.10		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,275.10			
103575	08/27/2015	Open			Accounts Payable	CHAMPION INDUSTRIAL		$382.00		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$132.00			
	501 - Information Technology			501.11000 (Cash)			$250.00			
103576	08/27/2015	Open			Accounts Payable	CHARTER COMMUNICATIONS		$254.98		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$92.48			
	420 - WATER			420.11000 (Cash)			$42.50			
	501 - Information Technology			501.11000 (Cash)			$120.00			
103577	08/27/2015	Open			Accounts Payable	CINCINNATI LIFE INS INC		$711.56		
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$711.56			
103578	08/27/2015	Open			Accounts Payable	CITY OF NEWMAN		$2,500.00		
	Paying Fund			Cash Account			Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$2,500.00			
103579	08/27/2015	Open			Accounts Payable	CITY OF PATTERSON		$2,500.00		
	Paying Fund			Cash Account			Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$2,500.00			
103580	08/27/2015	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS		$204,105.71		
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$204,105.71			
103581	08/27/2015	Open			Accounts Payable	DAVIDSON'S TRAINING		$1,000.00		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$1,000.00			
103582	08/27/2015	Open			Accounts Payable	ECONOMIC & PLANNING INC		$4,200.00		
	Paying Fund			Cash Account			Amount			
	705 - NW Triangle Mello Roos (CFD #1)			705.11000 (Cash)			$4,200.00			
103583	08/27/2015	Open			Accounts Payable	ENNIS PAINT INC		$1,892.48		
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,892.48			
103584	08/27/2015	Open			Accounts Payable	FEDERAL EXPRESS		$546.58		
	Paying Fund			Cash Account			Amount			

City of Turlock

Payment Register

From Payment Date: 8/21/2015 - To Payment Date: 8/27/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			$340.56			
	255 - CDBG			255.11000 (Cash)			$51.46			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$28.11			
	420 - WATER			420.11000 (Cash)			$100.87			
	501 - Information Technology			501.11000 (Cash)			$25.58			
103585	08/27/2015	Open			Accounts Payable	FIRST TRANSIT INC		$48,023.27		
	Paying Fund			Cash Account			Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			$15,062.26			
	426 - Transit - Fixed Route			426.11000 (Cash)			$32,961.01			
103586	08/27/2015	Open			Accounts Payable	HOLT OF CALIFORNIA INC		$1,937.25		
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,937.25			
103587	08/27/2015	Open			Accounts Payable	JCS PROPERTIES LLC		$3,193.98		
	Paying Fund			Cash Account			Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)			$3,193.98			
103588	08/27/2015	Open			Accounts Payable	LEHIGH HANSON INC		$144.52		
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$144.52			
103589	08/27/2015	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK		$371.97		
	Paying Fund			Cash Account			Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)			$371.97			
103590	08/27/2015	Open			Accounts Payable	MAZE & ASSOCIATES		$17,700.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$17,700.00			
103591	08/27/2015	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC		$402.04		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$286.63			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$22.25			
	420 - WATER			420.11000 (Cash)			$22.26			
	502 - Engineering			502.11000 (Cash)			$70.90			
103592	08/27/2015	Open			Accounts Payable	MODESTO BEE		$1,242.88		
	Paying Fund			Cash Account			Amount			
	255 - CDBG			255.11000 (Cash)			$1,242.88			
103593	08/27/2015	Open			Accounts Payable	MULBERRY MOBILE PARK		$216.68		
	Paying Fund			Cash Account			Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)			$216.68			
103594	08/27/2015	Open			Accounts Payable	P G & E		$170.89		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$170.89			
103595	08/27/2015	Open			Accounts Payable	PATRIAS ELEC CONT, DARRAL		$4,915.99		
	Paying Fund			Cash Account			Amount			
	301 - Capital Improvements			301.11000 (Cash)			$4,915.99			
103596	08/27/2015	Open			Accounts Payable	PRESORT CTR STOCKTON INC		$10,910.77		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,587.24			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,587.24			
	420 - WATER			420.11000 (Cash)			$3,736.29			
103597	08/27/2015	Open			Accounts Payable	RANDIK PAPER CO		$397.27		
	Paying Fund			Cash Account			Amount			

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$397.27			
103598	08/27/2015	Open			Accounts Payable	RICHARDS WATSON & GERSHON	$78.00		
	Paying Fund			Cash Account		Amount			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		$78.00			
103599	08/27/2015	Open			Accounts Payable	ROSS SILVA APPRAISALS, HORACIO, M	$400.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$400.00			
103600	08/27/2015	Open			Accounts Payable	SAFE-T-LITE CO INC	$216.84		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$216.84			
103601	08/27/2015	Open			Accounts Payable	STANISLAUS CO ENV RES	$1,582.50		
	Paying Fund			Cash Account		Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$1,582.50			
103602	08/27/2015	Open			Accounts Payable	STATE WATER RESOURCE CTNL	$170.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$170.00			
103603	08/27/2015	Open			Accounts Payable	T I D	$24,559.32		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$652.34			
	216 - Streets - Local Transportation			216.11000 (Cash)		$15,067.14			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$7,106.12			
	420 - WATER			420.11000 (Cash)		$1,733.72			
103604	08/27/2015	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	$88,632.32		
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		$88,632.32			
103605	08/27/2015	Open			Accounts Payable	TURLOCK CITY TOW INC	$528.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$442.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		$54.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$32.00			
103606	08/27/2015	Open			Accounts Payable	TURLOCK DOWNTOWN &	$47,684.65		
	Paying Fund			Cash Account		Amount			
	706 - PBID			706.11000 (Cash)		$47,684.65			
103607	08/27/2015	Open			Accounts Payable	TURLOCK UMPIRE GROUP	$6,164.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$6,164.00			
103608	08/27/2015	Open			Accounts Payable	TURLOCK UNIFIED	$1,382.50		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,382.50			
103609	08/27/2015	Open			Accounts Payable	VISION SERVICE PLAN CA	$7,332.17		
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$7,332.17			
103610	08/27/2015	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,896.11		
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		$2,896.11			
103611	08/27/2015	Open			Accounts Payable	WESTFORK ESTATES	$511.02		
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		$511.02			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103612	08/27/2015	Open			Accounts Payable	AMERICAN RIVER COLLEGE PUBLIC SAFETY	$113.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$113.00			
103613	08/27/2015	Open			Accounts Payable	BURKE, JULIE	$94.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$94.00			
103614	08/27/2015	Open			Accounts Payable	CALIFORNIA MUNICIPAL TREASURERS ASSOC	$155.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$155.00			
103615	08/27/2015	Open			Accounts Payable	CRAY, AUDREY	$94.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$94.00			
103616	08/27/2015	Open			Accounts Payable	DISTRICT LIONS 4-A1	$300.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$300.00			
103617	08/27/2015	Open			Accounts Payable	FORTADO, AMANDA	$94.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$94.00			
103618	08/27/2015	Open			Accounts Payable	FOSTER, JOANNE	$188.95		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$94.48			
	420 - WATER			420.11000 (Cash)		$94.47			
103619	08/27/2015	Open			Accounts Payable	FULL SIGNAL CONSTRUCTION INC.	$2,750.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,750.00			
103620	08/27/2015	Open			Accounts Payable	HILLERMAN, LAURA	$288.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$288.00			
103621	08/27/2015	Open			Accounts Payable	IBARRA, MELISSA	$75.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$75.00			
103622	08/27/2015	Open			Accounts Payable	MACHADO, LUIS	$114.00		
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		$114.00			
103623	08/27/2015	Open			Accounts Payable	MANICA, KATIE	$580.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$580.00			
103624	08/27/2015	Open			Accounts Payable	MARTIN, CASEY	$155.30		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$155.30			
103625	08/27/2015	Open			Accounts Payable	MORGAN, BETH	$94.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$47.00			
	420 - WATER			420.11000 (Cash)		$47.00			
103626	08/27/2015	Open			Accounts Payable	OMNI DALLAS HOTEL	$225.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$112.50			
	420 - WATER			420.11000 (Cash)		$112.50			

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103627	08/27/2015	Open			Accounts Payable	RANGEL, VERONICA	$75.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$75.00			
103628	08/27/2015	Open			Accounts Payable	SANTA ROSA JUNIOR COLLEGE	$128.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$128.00			
103629	08/27/2015	Open			Accounts Payable	SILVA, TONY	$86.25		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$86.25			
103630	08/27/2015	Open			Accounts Payable	THORNTON, GARY	$58.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$58.00			
103631	08/27/2015	Open			Accounts Payable	VAN GUILDER, ALLISON	$128.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$128.00			
103632	08/27/2015	Open			Accounts Payable	VARGAS, JAMIE	$660.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$660.00			
103633	08/27/2015	Open			Accounts Payable	VILLALOBOS, ESMERALDA	$128.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$128.00			
Type Check Totals:					76 Transactions		$501,972.32		

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$501,972.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$501,972.32	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$501,972.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	76	$501,972.32	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**76**	**$501,972.32**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**76**	**$501,972.32**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**76**	**$501,972.32**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**76**	**$501,972.32**	**$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									
103634	09/02/2015	Open			Accounts Payable	OAK VALLEY COMMUNITY BANK	$10,000,000.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$10,000,000.00			
103635	09/02/2015	Open			Accounts Payable	T I D	$7,542.86		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$7,542.86			
103636	09/03/2015	Open			Accounts Payable	STEWART TITLE OF CA INC	$50,000.00		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$50,000.00			
103637	09/03/2015	Open			Accounts Payable	WESTAMERICA BANK	$182,502.50		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$182,502.50			
103638	09/03/2015	Open			Accounts Payable	AFLAC	$5,236.69		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$5,236.69			
103639	09/03/2015	Open			Accounts Payable	AFLAC GROUP INSURANCE	$2,393.57		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,393.57			
103640	09/03/2015	Open			Accounts Payable	AIRGAS NCN	$771.84		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$771.84			
103641	09/03/2015	Open			Accounts Payable	AMERICAN MESSAGING	$28.97		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$28.97			
103642	09/03/2015	Open			Accounts Payable	AMERICAN MESSAGING	$26.78		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$26.78			
103643	09/03/2015	Open			Accounts Payable	AT & T	$31.42		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$31.42			
103644	09/03/2015	Open			Accounts Payable	AT&T INFO SYSTEM	$372.31		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$372.31			
103645	09/03/2015	Open			Accounts Payable	AT&T MOBILITY	$3,043.86		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,229.30			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$510.71			
	501 - Information Technology			501.11000 (Cash)		$262.35			
	502 - Engineering			502.11000 (Cash)		$41.50			
103646	09/03/2015	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	$349.14		
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		$152.03			
	420 - WATER			420.11000 (Cash)		$197.11			
103647	09/03/2015	Open			Accounts Payable	BLUELINE RENTAL LLC	$18.29		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$18.29			
103648	09/03/2015	Open			Accounts Payable	CALIF DEPT OF TRANS	$409.98		
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	216 - Streets - Local Transportation			216.11000 (Cash)		$409.98			
103649	09/03/2015	Open			Accounts Payable	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	$30.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$30.00			
103650	09/03/2015	Open			Accounts Payable	CDW LLC	$8,863.88		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$5,797.59			
	266 - Police Services Grants			266.11000 (Cash)		$3,066.29			
103651	09/03/2015	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	$1,145.06		
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$548.88			
	269 - Parks & Public Facilities Grants			269.11000 (Cash)		$236.78			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$359.40			
103652	09/03/2015	Open			Accounts Payable	CHARTER COMMUNICATIONS	$207.77		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$152.77			
	501 - Information Technology			501.11000 (Cash)		$55.00			
103653	09/03/2015	Open			Accounts Payable	CITY OF TURLOCK - CASH	$109.91		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$57.50			
	266 - Police Services Grants			266.11000 (Cash)		$14.91			
	405 - Building			405.11000 (Cash)		$20.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$7.50			
	420 - WATER			420.11000 (Cash)		$2.00			
	426 - Transit - Fixed Route			426.11000 (Cash)		$8.00			
103654	09/03/2015	Open			Accounts Payable	CLARK PEST CONTROL INC	$7,201.00		
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$469.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$6,182.00			
	420 - WATER			420.11000 (Cash)		$550.00			
103655	09/03/2015	Open			Accounts Payable	CNC ENVIRONMENTAL LLC	$26,875.04		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$26,875.04			
103656	09/03/2015	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$53,597.10		
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$53,597.10			
103657	09/03/2015	Open			Accounts Payable	COUNTRY FORD TRUCKS INC	$476.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$476.00			
103658	09/03/2015	Open			Accounts Payable	CUMMINS PACIFIC LLC	$454.19		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$454.19			
103659	09/03/2015	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$121.01		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$121.01			

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103660	09/03/2015	Open			Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	$21,246.75		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$21,246.75			
103661	09/03/2015	Open			Accounts Payable	DEPT RESOURCE RECYCLING & RECOVERY	$43.32		
	Paying Fund			Cash Account		Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$43.32			
103662	09/03/2015	Open			Accounts Payable	DF ENGINEERING INC	$1,000.00		
	Paying Fund			Cash Account		Amount			
	413 - WQC-Capital Expansion Reserve			413.11000 (Cash)		$1,000.00			
103663	09/03/2015	Open			Accounts Payable	DOWNEY BRAND ATTORNEYS	$3,825.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$3,825.00			
103664	09/03/2015	Open			Accounts Payable	ERLER & KALINOWSKI INC	$25,856.08		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$25,856.08			
103665	09/03/2015	Open			Accounts Payable	FASTENAL COMPANY INC	$479.43		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$11.05			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$468.38			
103666	09/03/2015	Open			Accounts Payable	GARTON TRACTOR INC	$37,162.44		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$24.81			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		$37,137.63			
103667	09/03/2015	Open			Accounts Payable	GCR TIRES & SERVICE	$1,102.16		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$459.90			
	426 - Transit - Fixed Route			426.11000 (Cash)		$642.26			
103668	09/03/2015	Open			Accounts Payable	GOMES & SONS INC, JOE M	$15,787.59		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$8,679.27			
	205 - Sports Facilities			205.11000 (Cash)		$287.37			
	217 - Streets - Gas Tax			217.11000 (Cash)		$1,246.33			
	246 - Landscape Assessment			246.11000 (Cash)		$1,308.44			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$37.73			
	405 - Building			405.11000 (Cash)		$246.61			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,743.90			
	420 - WATER			420.11000 (Cash)		$481.81			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$776.88			
	426 - Transit - Fixed Route			426.11000 (Cash)		$733.08			
	502 - Engineering			502.11000 (Cash)		$246.17			
103669	09/03/2015	Open			Accounts Payable	GRAINGER INC, W W	$836.50		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$836.50			
103670	09/03/2015	Open			Accounts Payable	GROENIGER & COMPANY	$3,476.78		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$3,476.78			
103671	09/03/2015	Open			Accounts Payable	HD SUPPLY WATERWORKS LTD	$812.57		
	Paying Fund			Cash Account		Amount			

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	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$812.57			
103672	09/03/2015	Open			Accounts Payable	HILMAR LUMBER INC		$465.25		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$465.25			
103673	09/03/2015	Open			Accounts Payable	IMMIX TECHNOLOGY, INC.		$4,374.95		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$4,374.95			
103674	09/03/2015	Open			Accounts Payable	ITRON INC		$2,156.93		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$2,156.93			
103675	09/03/2015	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			
103676	09/03/2015	Open			Accounts Payable	LEAGUE OF CA CITIES		$700.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$700.00			
103677	09/03/2015	Open			Accounts Payable	LINCOLN EQUIPMENT INC		$767.91		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$767.91			
103678	09/03/2015	Open			Accounts Payable	MADRUGA BROS ENT INC		$563.50		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$451.50			
	205 - Sports Facilities			205.11000 (Cash)			$3.50			
	255 - CDBG			255.11000 (Cash)			$3.50			
	405 - Building			405.11000 (Cash)			$3.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$66.50			
	420 - WATER			420.11000 (Cash)			$17.50			
	502 - Engineering			502.11000 (Cash)			$17.50			
103679	09/03/2015	Open			Accounts Payable	MISSION LINEN SUPPLY INC		$3,783.40		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$849.22			
	205 - Sports Facilities			205.11000 (Cash)			$109.62			
	217 - Streets - Gas Tax			217.11000 (Cash)			$175.50			
	246 - Landscape Assessment			246.11000 (Cash)			$200.64			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,778.61			
	420 - WATER			420.11000 (Cash)			$185.62			
	505 - Fleet			505.11000 (Cash)			$484.19			
103680	09/03/2015	Open			Accounts Payable	MME		$765.08		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$765.08			
103681	09/03/2015	Open			Accounts Payable	MODESTO BEE		$1,916.64		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$1,916.64			
103682	09/03/2015	Open			Accounts Payable	NAPA AUTO PARTS		$59.23		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$6.44			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6.44			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$46.35			
103683	09/03/2015	Open			Accounts Payable	NATIONAL METER & AUTOMATION INC	$5,149.22		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$5,149.22			
103684	09/03/2015	Open			Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$1,397.36		
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$1,397.36			
103685	09/03/2015	Open			Accounts Payable	NEW WORLD SYSTEM CORP	$1,395.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$697.50			
	420 - WATER			420.11000 (Cash)		$697.50			
103686	09/03/2015	Open			Accounts Payable	NEXT LEVEL PARTS INC	$1,405.23		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$303.66			
	205 - Sports Facilities			205.11000 (Cash)		$4.05			
	217 - Streets - Gas Tax			217.11000 (Cash)		$320.72			
	246 - Landscape Assessment			246.11000 (Cash)		$33.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$103.51			
	426 - Transit - Fixed Route			426.11000 (Cash)		$639.45			
103687	09/03/2015	Open			Accounts Payable	OMNI-MEANS INC	$10,024.50		
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		$10,024.50			
103688	09/03/2015	Open			Accounts Payable	P G & E	$8.65		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$8.65			
103689	09/03/2015	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	$801.01		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$305.56			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$387.84			
	420 - WATER			420.11000 (Cash)		$107.61			
103690	09/03/2015	Open			Accounts Payable	POLYDYNE INC	$9,406.43		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$9,406.43			
103691	09/03/2015	Open			Accounts Payable	POSTMASTER	$225.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$225.00			
103692	09/03/2015	Open			Accounts Payable	PRESORT CTR STOCKTON INC	$250.06		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$250.06			
103693	09/03/2015	Open			Accounts Payable	PRICE FORD OF TURLOCK INC	$157.94		
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$157.94			
103694	09/03/2015	Open			Accounts Payable	RAY MORGAN COMPANY	$3,601.14		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,490.02			
	205 - Sports Facilities			205.11000 (Cash)		$17.86			
	217 - Streets - Gas Tax			217.11000 (Cash)		$3.73			
	246 - Landscape Assessment			246.11000 (Cash)		$3.73			

Payment Register

From Payment Date: 8/28/2015 - To Payment Date: 9/3/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	405 - Building			405.11000 (Cash)		$54.30			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$548.91			
	420 - WATER			420.11000 (Cash)		$56.51			
	501 - Information Technology			501.11000 (Cash)		$14.20			
	502 - Engineering			502.11000 (Cash)		$411.88			
103695	09/03/2015	Open			Accounts Payable	REXEL INC	$1,173.63		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$1,173.63			
103696	09/03/2015	Open			Accounts Payable	ROMEO MEDICAL CLINIC	$1,824.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,579.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		$99.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$146.00			
103697	09/03/2015	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	$148.80		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$148.80			
103698	09/03/2015	Open			Accounts Payable	SHARPENING SHOP	$259.87		
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$259.87			
103699	09/03/2015	Open			Accounts Payable	SHELL FLEET PLUS	$246.45		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$246.45			
103700	09/03/2015	Open			Accounts Payable	SHORE CHEMICAL COMPANY	$100.10		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$100.10			
103701	09/03/2015	Open			Accounts Payable	SIERRA CHEMICAL CO	$15,741.50		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$15,741.50			
103702	09/03/2015	Open			Accounts Payable	STANISLAUS CO PLANNING	$17,976.07		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$17,976.07			
103703	09/03/2015	Open			Accounts Payable	STANISLAUS CTY RECORDER	$57.00		
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$57.00			
103704	09/03/2015	Open			Accounts Payable	STANTEC CONSULTING INC	$15,606.13		
	Paying Fund			Cash Account		Amount			
	401 - Airport			401.11000 (Cash)		$15,606.13			
103705	09/03/2015	Open			Accounts Payable	T I D	$66,890.91		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$3,763.11			
	205 - Sports Facilities			205.11000 (Cash)		$4,619.27			
	216 - Streets - Local Transportation			216.11000 (Cash)		$2,466.47			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,473.63			
	420 - WATER			420.11000 (Cash)		$52,860.54			
	426 - Transit - Fixed Route			426.11000 (Cash)		$283.42			
	505 - Fleet			505.11000 (Cash)		$1,424.47			
103706	09/03/2015	Open			Accounts Payable	TANKO STREET LIGHTING SVC	$6,489.79		
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		$6,489.79			

City of Turlock

Payment Register

From Payment Date: 8/28/2015 - To Payment Date: 9/3/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103707	09/03/2015	Open			Accounts Payable	TBA AUTO PARTS	$1,067.38		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$535.95			
	205 - Sports Facilities			205.11000 (Cash)		$11.19			
	246 - Landscape Assessment			246.11000 (Cash)		$9.02			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$349.71			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$4.30			
	426 - Transit - Fixed Route			426.11000 (Cash)		$157.21			
103708	09/03/2015	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	$109,582.50		
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		$109,582.50			
103709	09/03/2015	Open			Accounts Payable	TEICHERT CONSTRUCTION INC	$19,185.63		
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		$19,185.63			
103710	09/03/2015	Open			Accounts Payable	TFD TOY ACCOUNT	$964.00		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$964.00			
103711	09/03/2015	Open			Accounts Payable	TG HYDRAULICS	$87.75		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$87.01			
	426 - Transit - Fixed Route			426.11000 (Cash)		$0.74			
103712	09/03/2015	Open			Accounts Payable	TID	$19,530.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$19,530.00			
103713	09/03/2015	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			
103714	09/03/2015	Open			Accounts Payable	TURLOCK JOURNAL	$4,375.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,025.00			
	420 - WATER			420.11000 (Cash)		$350.00			
103715	09/03/2015	Open			Accounts Payable	TURLOCK RADIATOR SERVICE	$807.19		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$807.19			
103716	09/03/2015	Open			Accounts Payable	TURLOCK UNIFIED	$3,227.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$3,227.00			
103717	09/03/2015	Open			Accounts Payable	UNIVAR USA INC	$4,189.57		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$4,189.57			
103718	09/03/2015	Open			Accounts Payable	UTILITY TELEPHONE, INC.	$794.02		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$794.02			
103719	09/03/2015	Open			Accounts Payable	WEST STEEL & PLASTIC	$102.82		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$102.82			
103720	09/03/2015	Open			Accounts Payable	ZEE MEDICAL SERVICE CO	$67.91		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$67.91			

City of Turlock

Payment Register

From Payment Date: 8/28/2015 - To Payment Date: 9/3/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
103721	09/03/2015	Open			Accounts Payable	AGUILAR, KARINA		$500.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$500.00			
103722	09/03/2015	Open			Accounts Payable	AMIRFAR, NINUS		$100.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$100.00			
103723	09/03/2015	Open			Accounts Payable	ANAYA, IRVING		$300.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$300.00			
103724	09/03/2015	Open			Accounts Payable	CERVENKA, NEIL		$192.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$192.00			
103725	09/03/2015	Open			Accounts Payable	DEUS, STEVE		$94.18		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$94.18			
103726	09/03/2015	Open			Accounts Payable	GARCIA, RAUL		$190.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$190.00			
103727	09/03/2015	Open			Accounts Payable	GARIBAY, ANA		$21.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$21.00			
103728	09/03/2015	Open			Accounts Payable	HAMMACK, KIMBERLY		$178.00		
	Paying Fund			Cash Account			Amount			
	405 - Building			405.11000 (Cash)			$178.00			
103729	09/03/2015	Open			Accounts Payable	HANCOCK FARMLAND SERVICES		$9,982.50		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$9,982.50			
103730	09/03/2015	Open			Accounts Payable	HUFF, DAVID		$211.74		
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$211.74			
103731	09/03/2015	Open			Accounts Payable	JACKSON , ROBERT		$100.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$100.00			
103732	09/03/2015	Open			Accounts Payable	LANDER CROSSING PROPERTIES LLC		$1,100.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,100.00			
103733	09/03/2015	Open			Accounts Payable	MANN, SUKHI		$500.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$500.00			
103734	09/03/2015	Open			Accounts Payable	PARMLEY, MICHAEL		$70.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$70.00			
103735	09/03/2015	Open			Accounts Payable	QUINTERO, KATHERINE		$114.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$114.00			
103736	09/03/2015	Open			Accounts Payable	RCMI CONSTRUCTION		$8,800.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$8,800.00			

City of Turlock

Payment Register

From Payment Date: 8/28/2015 - To Payment Date: 9/3/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
103737	09/03/2015	Open			Accounts Payable	SILVEIRA, JAMES		$120.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$120.00			
103738	09/03/2015	Open			Accounts Payable	ULRICH, MATTHEW		$120.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$120.00			
Type Check Totals:					105 Transactions			$10,831,844.24		

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	105	$10,831,844.24	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	105	$10,831,844.24	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	105	$10,831,844.24	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	105	$10,831,844.24	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**105**	**$10,831,844.24**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**105**	**$10,831,844.24**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**105**	**$10,831,844.24**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**105**	**$10,831,844.24**	**$0.00**

5B

SEPTEMBER 8, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:03 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 recognized Turlock Fire Captain Kain Packwood and Turlock Fire Battalion Chief Bill Becker for their efforts in fighting fires throughout the State of California. Battalion Chief Becker and Captain Packwood spoke in support of mutual aid and of the support received from their fellow firefighters and family.

   B. Mayor Soiseth recognized His Grace Bishop Mar Awa Royel of the Assyrian Church of the East and the City Council jointly presented him with a Key to the City. Councilmember Matthew Jacob spoke of the honor he felt as an Assyrian American to witness the presentation of the Key to City to his good friend Bishop Mar Awa Royel, spoke to the character of the Bishop, and thanked Mayor Soiseth for honoring Bishop Mar Awa Royel in this way. Bishop Mar Awa Royel noted it was a great joy to receive the honor on behalf of Assyrian Church of the East, Diocese of California, and on behalf of Assyrian community and provided a brief history of Assyrians in Turlock, the importance of their service to community, their status as a martyred church today, and the great contributions Assyrians have made to the world.

   C. Mayor Soiseth presented a Proclamation to Turlock Fire Captain Frank Saldivar in recognition of Turlock Fire Department's support for Breast Cancer Awareness Month, October 2015. Captain Saldivar recognized the efforts of Terri King, Director of Donor Relations at Emanuel Medical Center, and Gregory Asher, winner of the high school design competition for the logo of this year's Fire Department pink tee shirt.

   D. Mayor Soiseth presented a Proclamation to retired City Employee, Fire Chief Tim Lohman, in recognition of his service to the City of Turlock. Mr. Lohman noted his appreciation for his ability to have served the City and for the friendships he developed over the years. He also recognized and thanked his wife for her support.

   E. Mayor Soiseth presented a Proclamation to past CSU Stanislaus Coach John Cook and the California State University Stanislaus Warriors Men's Golf Team in recognition of winning the 2015 California Collegiate Athletic Association Tournament Championships. Mr. Cook recognized the team and introduced the new CSU Stanislaus Golf Coach, Brandon Christianson.

   F. Mayor Soiseth presented a Proclamation to Vivien Jacob from the International Rescue Committee for their humanitarian efforts. Ms. Jacob thanked the City Council for the Proclamation and recognized IRC staff in attendance. IRC Executive Director for Northern California Karen Ferguson spoke regarding building on current and future partnerships.

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Mayor Soiseth recessed the meeting at approximately 6:34 p.m.

Mayor Soiseth reconvened the meeting at 6:48 p.m.

3. A. SPECIAL BRIEFINGS:

1. Councilmember Bill DeHart provided information on the efforts of the Ad Hoc Sub Committee for Tree Maintenance/Sidewalk Repair Programs including out of repair sidewalks and associated legal issues, street tree maintenance issues, trip hazard mitigation utilized by City of Turlock including "saw cut" and "remove and replace" methods, statistics related to sidewalk repair permits and street tree permits processed by the City, the need for Ordinance enforcement and education, and potential point of sale options for repairs. Councilmember DeHart noted that recommendations will be brought forward in October 2015.

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

2. Councilmember Matthew Jacob provided information on the efforts of the Internet Presence Committee including meeting processes and committee members, the importance of taking a holistic look at the existing website, the need to make it more organized and easier to access, providing readily available and easily accessible information on current issues such as the drought, a potential mobile application, a probable budget amendment in the near future to make necessary changes to the website. Councilmember Jacob also spoke about the importance of community engagement and providing an interactive way for community members to be involved in Council meetings. Councilmember Jacob noted a target date of January 2016 for the completion of the updates.

B. STAFF UPDATES

1. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Council Chamber Reconstruction/Bathroom Reconstruction project, Slurry Seal project beginning on September 21, 2015, East Main Street Water Line project and associated overlay with Gas Tax funds between Palm Street and Minaret Avenue, and the Public Safety Facility Door project.

   Councilmember and staff discussion included the slurry seal process and the possibility of requesting additional sweeping after the slurry seals are complete.

2. Municipal Services Director Michael Cooke provided an update on Water Conservation efforts in the City of Turlock including current reduction percentages, conservation efforts, the November 1, 2015 beginning of the winter watering schedule, and enforcement statistics.

C. PUBLIC PARTICIPATION:

Turlock Librarian Dianne Bartlett spoke regarding upcoming library events and activities including September being National Library Card Sign-up Month, services offered at the library, children's activities such as weekly story times, Pirate Day, Lego Day, 150 years of Alice in Wonderland Tea Party, a new Kids Book Club, and adult activities such as Tech Connect Mondays featuring electronic resumes, Mango Language Learning program, and Library databases.

Erin Cuarenta and her family thanked the Engineering Department for installing a new stop sign at Quincy Road and E. Marshall Street after voicing their concerns about safety issues related to biking and trying to cross at the intersection.

Lisa Gioletti spoke against the persecution and excessive ticketing of the homeless population for illegal camping and illegal storage, a new city probation program, and in favor of the "Right to Rest" Senate Bill currently going through the senate and the importance of treating the homeless population with respect.

A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, 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. 2015-179** Accepting Demands of 7/23/15 in the amount of $594,698.03; Demands of 7/30/15 in the amount of $1,670,778.89; Demands of 8/6/15 in the amount of $476,759.07; Demands of 8/13/15 in the amount of 1,033,842.40

B. *Motion*: Accepting Minutes of Special Joint City Council/Planning Commission Meeting of August 11, 2015; Minutes of Regular Meeting of August 11, 2015

C. 1. *Motion*: Accepting staff report on the response to the Stanislaus County Civil Grand Jury Case #15-02C: Stanislaus County Public Transit System
2. *Motion*: Accepting staff report on the response to the Stanislaus County Civil Grand Jury Case #15-30GJ: Local Effects of Prison Realignment and California Assembly Bill 109

D. *Motion*: Awarding bid and approving an agreement in the amount of $182,355.11 (Fund 306) with MHK Construction Inc., of Denair, California, for City Project No. 11-43, "North Tegner Road and Taylor Road Intersection Improvements"

E. 1. *Motion:* Approving Contract Change Order No. 2 (Final) in the decreased amount of $54,347.23 (Fund 215) for City Project No. 12-35, "Various Road Rehabilitation," bringing the contract total to $802,952.07
2. *Motion*: Accepting improvements for City Project No. 12-35, "Various Road Rehabilitation," and authorizing the City Engineer to file a Notice of Completion

F. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the decreased amount of $3,029.50 (Fund 217) for City Project No. 12-53, "Crowell Road Pedestrian Improvements," bringing the contract total to $56,984.61

2. *Motion*: Accepting improvements for City Project No. 12-53, "Crowell Road Pedestrian Improvements," and authorizing the City Engineer to file a Notice of Completion

G. 1. *Motion*: Approving Contract Change Order No. 2 (Final) in the decreased amount of $14,278.80 (Fund 410) for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.," bringing the contract total to $288,901.20

2. *Motion*: Accepting improvements for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.," and authorizing the City Engineer to file a Notice of Completion

H. 1. *Motion*: Approving an agreement for engineering consulting services for railroad preemption in the amount of $22,000 (Fund 215) with CTC, Inc., of Fort Worth, Texas, for City Project No. 14-28, "Intersection Improvements at Golden State Blvd. and Fulkerth Rd."

2. **Resolution No. 2015-180** Appropriating $12,000 in Gas Tax Section 2103 monies to account number 217-50-511.48001_224 "Transfer Out to Fund 215 for Project 14-28" and account number 215-40-420.38001_224 "Transfer in from Fund 217 for Project 14-28" for City Project No. 14-28, "Intersection Improvements at Golden State Blvd. and Fulkerth Rd."

I. *Motion*: Approving a professional services agreement with Nelson\Nygaard Consulting Associates, Inc., of San Francisco, California, in an amount not to exceed $99,950 for City Project No. 14-75, "RFP for Short-Range Transit Plan"

J. *Motion*: Approving Contract Change Order No. 1 in the amount of $2,500 (Fund 410) for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," bringing the contract total to $79,543

K. 1. *Motion*: Making the determination that City Project No.15-28, "Brandon Koch Memorial Skatepark," is exempt from the provisions of CEQA in accordance with Section 15303

2. *Motion*: Awarding base bid, alternate 1 and alternate 2, and approving an agreement in the amount of $259,000 (Fund 228) with California Landscape and Design, of Upland, California, for City Project No.15-28, "Brandon Koch Memorial Skatepark"

3. **Resolution No. 2015-181** Appropriating $109,400 to account number 228-60-608.51178 "Neighborhood Parks – Skate Park Relocation" from Fund 228 "Park Development Tax-Community Parks" reserve balance to complete the necessary funding for this project

L. *Motion*: Accepting improvements for City Project No. 15-32, "Public Safety Facility Bollards Repair and Miscellaneous Improvements," and authorizing the City Engineer to file a Notice of Completion

M. 1. *Motion*: Making the determination that City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," is exempt from the provisions of CEQA in accordance with 14 CCR §15301(c), "Repair or Maintenance of Existing Highways and Streets"

2. *Motion*: Awarding bid and approving an agreement in the amount of $96,250 (Fund 216) with Chrisp Company, Inc., of Fremont, California, for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations"

3. **Resolution No. 2015-182** Appropriating $60,000 to account number 216-40-421.51221 "LTF Non-motorized Projects" to be funded using $10,000 from Fund 216 "Non-Motorized" unappropriated reserves and $50,000 from Fund 217 "Gas Tax Section 2103" unappropriated reserves for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," to complete the necessary funding required for the project

N. 1. *Motion*: Approving Contract Change Order No. 2 (Final) in the amount of $55,683.07 (Fund 215) for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," bringing the contract total to $601,321.60

2. *Motion*: Accepting improvements for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," and authorizing the City Engineer to file a Notice of Completion

O. *Motion*: Approving an Interdepartmental Agreement between the Housing Program Services Division and the Engineering Division to provide design, construction management and inspection services for the capital improvement projects/sidewalk projects for the term of the Consolidated Plan from July 1, 2015 through June 30, 2017

P. *Motion*: Approving the reclassification of a vacant Senior Secretary position to Staff Services Assistant position for the Municipal Services Department, Administrative Division

Q. *Motion*: Authorizing the Mayor, City Manager or his designee to enter into a Memorandum of Understanding with the Turlock Groundwater Basin Association for the purposes of coordinating activities for compliance with the Sustainable Groundwater Management Act

R. *Motion*: Approving Amendment No. 2 to Keyes Community Services District Agreement between the City of Turlock and the Keyes Community Services District for the sellback of 0.1029 mgd of wastewater flow capacity and the purchase of an additional 430 lbs/day of BOD and 927 lbs/day of TSS disposal capacity

S. *Motion*: Approving Amendment No. 2 to the Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, to extend the term of the contract for an additional nine (9) months

T. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Municipal Financial Services for the preparation of a Water Fund Cash Flow Evaluation in an amount not to exceed $14,880 (Non-General Fund 420-52-550.43320 "Special Services/Projects")

U. *Motion*: Approving a maintenance agreement between the City of Turlock and HSQ Technology for maintenance service of the Telemetry software/hardware, in an annual amount not to exceed $16,992, and a maximum amount of $33,984, for a period of twenty-four (24) months

V. *Motion*: Approving a service agreement with Jorgensen Company, Inc., of Modesto, California, for portable fire extinguisher inspections & services, for a period of twelve (12) months, in an amount not to exceed $15,428

W. *Motion*: Approving a service agreement with Lucas Business Systems, Inc., of Modesto, California, for a printer maintenance and management program, for a period of twelve (12) months, in an amount not to exceed $33,460

X. **Resolution No. 2015-183** Rescinding Resolution No. 2013-165 and approving an increase in the backfill permit fee maximum to $160.50 per project, for projects involving curbs, gutters, sidewalks, driveways and ramps, in order to help property owners reduce the financial burden associated with these repairs

Y. *Motion*: Approving a service agreement with James R Gibson, Dba JC Enterprises of Modesto, California, for awning cleaning services, in an amount not to exceed $3,000, for the period beginning September 9, 2015 and ending September 8, 2016

Z. **Resolution No. 2015-184** Approving a new job description for the position of Public Facilities Maintenance Team Leader, effective September 9, 2015

AA. **Resolution No. 2015-185** Re-appropriating unspent funds of $5,860 from Fiscal Year 2014-15, to account number 110-20-200.47363 "Technology" from Fund 110 "General Fund" reserve balance for the purchase of Microsoft Surface Pro 3s for command staff use

AB. **Resolution No. 2015-186** Re-appropriating unspent funds of $164,516 from Fiscal Year 2014-15 to account number 112-10-116.44117 "Phone System," funded by a transfer from 110-10-112.48001_122 "Transfers Out to Fund 112 for Capital Purchases" from Fund 110 "General Fund" reserve balance, for the completion of the new phone system

AC. 1. *Motion*: Authorizing the Mayor, City Manager or designee to execute the CLEARS Subscription Agreement/Renewal with West Publishing Corporation for 36 months to provide continued access for Police Department personnel (up to 75 users) additional investigative resources for data base searches in an amount not to exceed $6,294.84
2. **Resolution No. 2015-187** Appropriating $600 to account number 110-20-200.43215 "Cal ID Program" from Fund 110 "General Fund" reserve balance for investigative resources for data base searches

AD. **Resolution No. 2015-188** Approving a Memorandum of Understanding between the Turlock Police Department and the Stanislaus County Auto Theft Task Force and authorizing the Mayor, City Manager or designee to sign the agreement

AE. **Resolution No. 2015-189** Appropriating in Fiscal Year 2014-15 $58,585 to account number 242-00-000-214.51015_009 "Computer Equipment Replacement-Network Public Safety/Server" funded by receipt of proceeds in account number 110-20-200.35441 "Lease Proceeds from LTD-IBM Server" of $57,500 and the appropriation of $57,500 to account number 110-20-200.48001_241 "Transfer to Fund 242-Lease IBM Server" and $1,085 from Fund 242 "Computer Replacement-Public Safety Network" reserve balance to record the lease/purchase of a replacement IBM Server

AF. **Resolution No. 2015-190** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050 and 50053 to the City of Turlock

AG. *Motion*: Rejecting Claim for Damages filed by Surinder P. Singh

AH. *Motion*: Rejecting Claim for Damages filed by Alpha Woody

AI. 1. *Motion*: Approving an agreement between the City of Turlock and the Stanislaus Regional Water Authority ("SRWA") for interim legal services and authorizing the Mayor or City Manager to execute said agreement
2. *Motion*: Approving the appointment of Jennifer Land, Executive Assistant to the City Manager/City Clerk Trainee, to the position of SRWA Interim Board Secretary

6. FINAL READINGS: None

7. PUBLIC HEARINGS:

A. Municipal Services Director Michael Cooke presented the staff report on the request to approve a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for up to 13,000 acre-feet of transfer water annually and adopt a Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Adopting a Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act. Motion 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

Resolution No. 2015-191 Approving a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for up to 13,000 acre-feet of transfer water annually was introduced by Councilmember Bublak, 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

B. Deputy Development Services Director/Planning Manager Debbie Whitmore and Development Services Director Mike Pitcock presented the staff report on the request to amend the General Plan and rezone three parcels, totaling approximately 9.7 acres, from Community Commercial to High Density Residential to allow for the construction of a 180-unit, 600-bed student housing complex, referred to as The Vista student housing project. The properties are located at 900 W. Monte Vista Ave, 3000 Crowell Road, and 1010 W. Monte Vista Ave (Stanislaus County APNs 071-006-021; 071-073-007 & 009). The purpose of the project is to build a student housing community where the individual bedrooms will be leased solely to California State University, Stanislaus, students and all of the community amenities will be available for the exclusive use of the student residents and their guests. A Planned Development application is also included in this request that would allow for the construction of the 180 units.

Council and staff discussion included traffic signals and associated traffic and pedestrian concerns, clarification about ingress/egress on Dels Lane, and pedestrian safety concerns.

David Moon, applicant and partner in the development entity, provided information about the development team, spoke regarding the development process, student housing shortages, operating parameters, leasing, and project amenities such as a free shuttle, LEED Silver rating, pool, spa, basketball and volleyball courts, and security features.

Mayor Soiseth opened the public hearing.

Aileen Christoffersen Cross provided a handout and spoke about concerns with the project including increased traffic, pedestrian safety issues with a request for a possible overpass, the development becoming "sin city," and height of the buildings.

Nanette Snoke spoke against the project for reasons including the height of the development, water concerns, parking and traffic issues, alcohol use, the developers not being from the area, and the need for additional student housing.

Michael Sloan spoke regarding concerns over alcohol.

Mr. Moon and Cynthia Arroyo of Asset Campus Management provided responses to public concerns and provided additional information about alcohol use, student selection through an affiliation agreement with the University, housing discrimination legalities, water issues, deterioration of the development, pedestrian safety issues, parking issues, and shuttle use.

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Additional Council and staff discussion included student housing demands, a recorded covenant that would limit rentals to students, and the possibility of extending rentals to CSU Stanislaus faculty.

Nanette Snoke asked about housing arrangements related to it being a co-ed facility and construction concerns.

Mayor Soiseth closed the public hearing.

Additional Council discussion included appreciation for how the developer crafted the design in response to community concerns, the possibility of submerging the first floor of the buildings, security concerns related to the open grassy area at the corner of Dels Lane and Cole Avenue, setbacks facing Monte Vista Avenue, double-striped parking in parking lots, and dumpster locations.

Council requested that the first sentence in Condition #4 of the Resolution Establishing Conditions of Approval be amended to include, "and members of faculty at California State University, Stanislaus."

Action: **Resolution No. 2015-192** Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for The Vista Student Housing Project 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. 2015-193 Adopting General Plan Amendment 2015-03 (The Vista Student Housing) 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

Motion by Councilmember Jacob, 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 2015-01- Planned Development 272 (The Vista Student Housing)] and setting the final reading for September 22, 2015. Motion carried 5/0 by the following vote:

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

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Mayor Soiseth advised that the Resolution Establishing Conditions of Approval for Planned Development No. 272 (PD-272) [Rezone 2015-01, The Vista Student Housing – Scheme 2], with an addition/amendment to the language in the first sentence of Condition #4 of, "and members of faculty at California State University, Stanislaus," would be considered at the September 22, 2015 City Council meeting upon approval of the Ordinance.

8. SCHEDULED MATTERS:

Councilmember Nascimento stepped down from the dais.

A. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to approve an agreement between California State University, Stanislaus and the City of Turlock to offer college students internships and service learning experience. Ms. Jacob introduced Julie Fox, Director, Office of Service Learning at California State University, Stanislaus, who thanked the City Council for the opportunity to offer college students internships and service learning experience.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Approving an agreement between California State University, Stanislaus and the City of Turlock to offer college students internships and service learning experience. Motion carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Not Participating	Yes	Yes	Yes

B. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to affirm or modify the Community Events and Activities Grants Funding as submitted by the Parks, Arts and Recreation Commission as set forth in "Exhibit A" and direct staff to initiate another funding cycle to award the remaining Community Events and Activities grant funds of $5,750.

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

Action: **Resolution No. 2015-194** Affirming or modifying the Community Events and Activities Grants Funding as submitted by the Parks, Arts and Recreation Commission as set forth in "Exhibit A" was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Not Participating	Yes	Yes	Yes

Motion by Councilmember Jacob, seconded by Councilmember DeHart, Directing staff to initiate another funding cycle to award the remaining Community Events and Activities grant funds of $5,750. Motion carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Not Participating	Yes	Yes	Yes

C. Police Lieutenant Ron Reid presented the staff report on the request to approve the purchase of six (6) replacement marked black and white police vehicles for Turlock Police Department from Price Ford of Turlock, Turlock, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, from account number 506-00-000-213.51020 "Equipment Replacement" in an amount not to exceed $47,500 per vehicle or $285,000 total cost.

Councilmember Nascimento returned to the dais.

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

Action: **Resolution No. 2015-195** Approving the purchase of six (6) replacement marked black and white police vehicles for Turlock Police Department from Price Ford of Turlock, Turlock, California, with all emergency equipment and aftermarket installation provided by LEHR Auto Electric & Emergency Equipment of Sacramento, California, from account number 506-00-000-213.51020 "Equipment Replacement," in an amount not to exceed $47,500 per vehicle or $285,000 total cost was introduced by Councilmember Bublak, 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

D. Police Captain Ninus Amirfar presented the staff report on the request to accept AB109 Realignment Funds in the amount of $71,424.87 and appropriate said funds to the proper revenue 266-20-255-360.35720 "Realignment funds-Revenue" and expenditure account 266-20255-360.44030_000 "Minor Equipment Miscellaneous."

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

Action: **Resolution No. 2015-196** Accepting AB109 Realignment Funds in the amount of $71,424.87 and appropriating said funds to the proper revenue 266-20-255-360.35720 "Realignment funds-Revenue" and expenditure account 266-20255-360.44030_000 "Minor Equipment Miscellaneous" 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

E. Fire Marshal Mark Gomez and Fire Captain Mike Harcksen presented the staff report on the request to approve the purchase of one (1) Rosenbauer Fire Engine through the Houston-Galveston Area Council, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $600,000 and appropriate the necessary funding to complete the purchase.

Council and staff discussion included trade in value, the benefit of replacement parts being readily available for the proposed engine, and praise for the efforts of Fire Captain Mike Harcksen, Fire Captain David Mallory and Fire Engineer Pete Bechetti for their efforts on the project.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving the purchase of one (1) Rosenbauer Fire Engine through the Houston-Galveston Area Council, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed $600,000. 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. 2015-197 Appropriating $50,000 to account number 506-00-000-304.51020 "Fire Services Equipment Replacement" funded by a transfer from account number 116-30-300.48001_090 "Transfers Out for Vehicles & Equipment Replacement" from Fund 116 "Special Public Safety-Fire" reserve balance for the purchase of a fire engine 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

F. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to approve modifications to the Fire Chief job description effective September 8, 2015 and authorize the creation of a five (5) member review panel for Fire Chief recruitment and appointing the Mayor and City Manager as co-chairs of the panel.

Council and staff discussion included rationale for dropping the education requirement and makeup of the review panel.

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

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Action: **Resolution No. 2015-198** Approving modifications to the Fire Chief job description effective September 8, 2015 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

Motion by Councilmember Bublak, seconded by Councilmember Jacob, Authorizing the creation of a five (5) member review panel for Fire Chief recruitment and appointing the Mayor and City Manager as co-chairs of the panel. Motion 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: None

10. COUNCIL COMMENTS:

Mayor Soiseth identified his intention of documenting all joint meetings of the City Council and various Commissions with a follow-up letter/record identifying a path through which to move forward. Mayor Soiseth noted the letter addressed to Planning Commission Chair Soraya Fregosi as a result of the recent joint meeting between the City Council and the Planning Commission.

Mayor Soiseth also noted Warrior Wednesday that will be held in downtown Turlock on September 16, 2015, from 5:00 p.m. until 8:00 p.m., an event in which California State University, Stanislaus students, alumni and Turlock residents are invited to explore and experience Turlock's downtown. Mayor Soiseth noted a press release would be forthcoming.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 9:13 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

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Council Synopsis

September 22, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the Agreement with Carollo Engineers for City Project No. 11-42, "Water Reservoir and Pump Station on Fulkerth Road"

Resolution: Appropriating $10,260 for Fiscal Year 2014-15 and $3,240 for Fiscal Year 2015-16 to account number 420-52-551.51272 "Fulkerth Tank & Pump Station - Construction Management" from Fund 420 "Water" reserve balance for City Project No. 11-42, "Fulkerth Tank and Pump Station"

2. DISCUSSION OF ISSUE:

The Agreement with Carollo Engineers for design and construction management services for City Project No. 11-42, "Fulkerth Tank and Pump Station" was approved by the City Council on September 27, 2011. The construction project was completed in the Fall of 2014. Staff recently became aware that the term of the agreement with Carollo Engineers ended June 30, 2014. An amendment to the Agreement is needed to extend the term in order to allow payment of outstanding invoices and compensate Carollo Engineers for providing closeout construction documentation, including Record Drawings and the facility's Operation and Maintenance manual.

Payments made to Carollo Engineers to date total $972,430.41. Outstanding and final invoices to be paid are anticipated to total $13,500. The maximum compensation allowed under the Agreement is $1,027,299.

The requested appropriations are needed upon extension of the contract term because zero funds were budgeted in fiscal years 2014-15 and 2015-16 for line item 420-52-551.51272, "Fulkerth Tank & Pump Station - Construction Management".

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.

4. FISCAL IMPACT / BUDGET AMENDMENT:

A portion of the work included in this appropriation was performed during fiscal year 2014-15. The balance is being performed during fiscal year 2015-16. Therefore Staff requests the appropriation to account number 420-52-551.51272, "Fulkerth Tank & Pump Station - Construction Management" be allocated to the two years as follows:

$10,260 to Fiscal Year 2014-15; and
$ 3,240 to Fiscal Year 2015-16

The appropriation will be funded from reserves in Fund 420 "Water Enterprise".

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

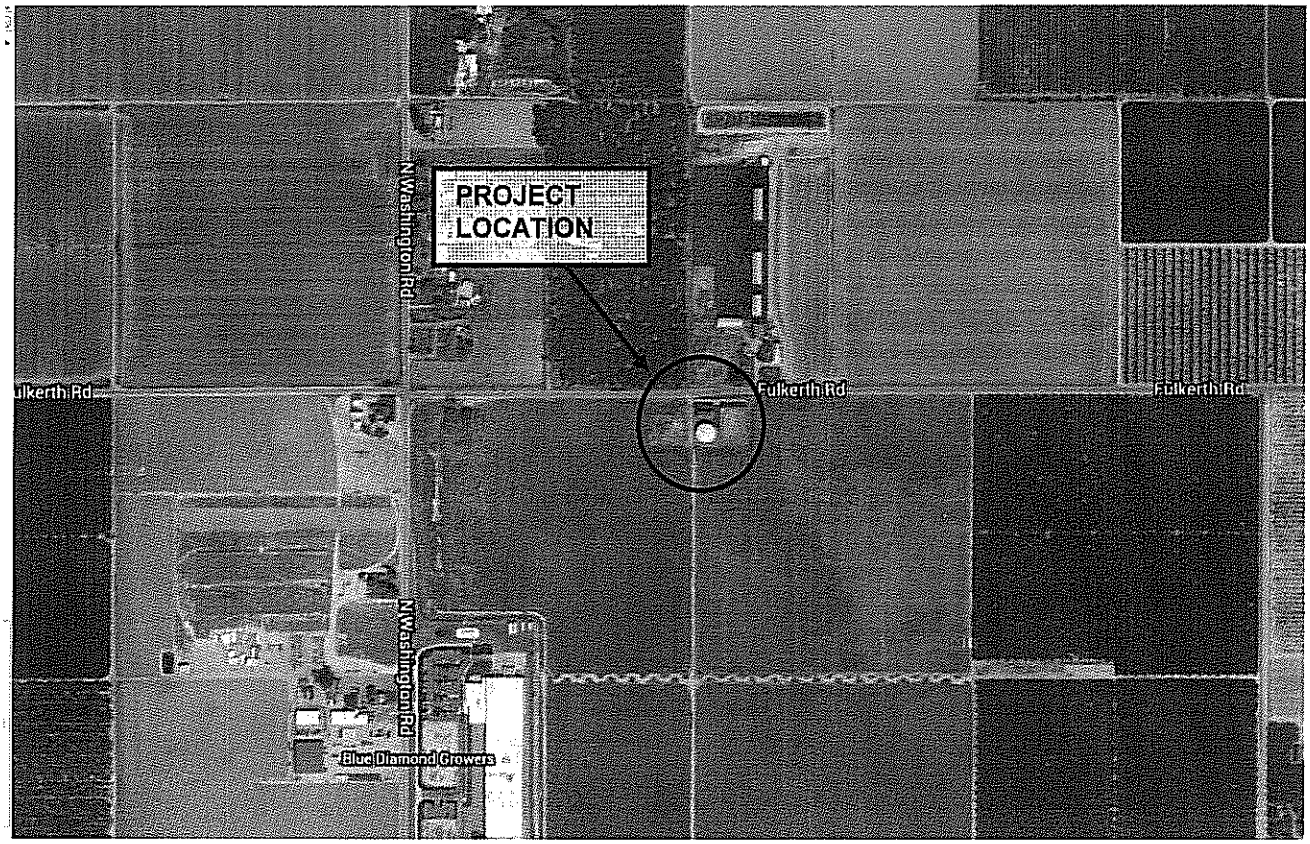
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the amendment to the contract. Staff does not recommend this alternative since an amendment is needed to extend the term of the agreement and pay for past services construction project closeout documentation.

CITY PROJECT NO. 11-42
"Fulkerth Tank and Pump Station"



AMENDMENT NO. 2
to
Agreement
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS
CITY PROJECT NO.11-42

THIS AMENDMENT NO. 2, dated September 22, 2015, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CAROLLO ENGINEERS**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated September 27, 2011, whereby CONTRACTOR would perform Engineering Consulting Services, (hereinafter the "Agreement"); and

WHEREAS, on May 22, 2012, the parties entered into Amendment No. 1 to the Agreement dated September 27, 2011, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to further 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 beginning September 27, 2011, and ending June 30, 2016, subject to CITY's availability of funds."

2. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

   Stephen Fremming
   Engineering Division
   156 S. Broadway, Suite 150
   Turlock, California 95380-5456
   Telephone: (209) 668-5599 ext. 4417
   E-mail: sfremming@turlock.ca.us

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

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

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael G. Pitcock, Director of
Development Services / City Engineer

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS

By: _____

Title: _____

Print name: _____

Date: _____

Engineers...Working Wonders With Water®

EXHIBIT C

August 14, 2015

Mr. Stephen Fremming
City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380

Subject: New Agreement for the Fulkerth Tank and Pump Station Project--City Project No. 11-42

Dear Mr. Fremming:

As you are aware, our previous amended agreement for Engineering Services During Construction (ESDC) and Construction Management Services for the Fulkerth Tank and Pump Station Project has expired and the City isn't able to pay our outstanding invoices, nor any new invoices, without a new agreement in place. Below is a summary of outstanding invoices and scope to complete the Fulkerth Tank and Pump Station Project.

Enclosed please find our three (3) outstanding invoices for professional services completed during the following periods including invoice amount:

- November 1, 2014 to December 31, 2014 ($5,534.65 Invoice No. 139503)
- April 1, 2015 to April 30, 2015 ($3,819.53 Invoice No. 141755)
- May 1, 2015 to May 31, 2015 ($899.50 Invoice No. 142228)

In addition to these past invoices, the remaining tasks to be completed include completion of the Operation and Maintenance Manual and As-built drawings.

Payment for the remaining professional services to be performed shall be based on time and materials basis. The not-to-exceed cost for the tasks, including past invoice No. 139503, 141755, and 142228, shall not exceed $13,500.

If you have any questions, please don't hesitate to contact me via email or phone.
kcorcoran@carollo.com

Sincerely,

CAROLLO ENGINEERS, INC.

Keith Corcoran

Keith Corcoran

KC:KC

Enclosures: Invoice 139503, Invoice 141755, and Invoice 142228

cc: Chris Cleveland (Carollo)

2880 Gateway Oaks Drive, Suite 300, Sacramento, California 95833
P. 916.565.4888 F. 916.565.4880
carollo.com

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $10,260 FOR FISCAL YEAR 2014-15 AND $3,240 FOR FISCAL YEAR 2015-16 TO ACCOUNT NUMBER 420-52-551.51272, "FULKERTH TANK AND PUMP STATION – CONSTRUCTION MANAGEMENT" FROM FUND 420 "WATER" RESERVE BALANCE FOR CITY PROJECT NO. 11-42 "FULKERTH TANK AND PUMP STATION"	**RESOLUTION NO. 2015-**

WHEREAS, the term of the agreement with Carollo Engineers (City Contract No. 11-955) for engineering design and construction management professional services ended on June 30, 2014; and

WHEREAS, three invoices have been received and unpaid by the City due to the expiration of the existing agreement; and

WHEREAS, Carollo Engineers will have one final invoice in addition to outstanding invoices for construction project closeout documentation, including record drawings and the facility operations and maintenance manual, with a not to exceed cost of $13,500; and

WHEREAS, by separate action, City staff seeks Council approval of Amendment No. 2 to extend the term of the agreement to June 30, 2016; and

WHEREAS, there are adequate funds in the Fund 420 "Water" reserve balance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $10,260 for Fiscal Year 2014-15 and $3,240 for Fiscal Year 2015-16 to account number 420-52-551.51272 "Fulkerth Tank & Pump Station - Construction Management" from Fund 420 "Water" reserve balance for City Project No. 11-42 "Fulkerth Tank and Pump Station."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 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

5D

Council Synopsis

September 22, 2015

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

Prepared by: Eric A. Picciano, P.E.
Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving retainer agreements for the remainder of Fiscal Year 2015-16 and Fiscal Year 2016-17 with Interwest Consulting Group, in an amount not to exceed $150,000 (Fund 405) and with 4Leaf, Inc., in an amount not to exceed $140,000, for on call plan check services on an as needed basis associated with various building permit applications

2. DISCUSSION OF ISSUE:

The City of Turlock has a regular need for plan check services throughout every year. In general, the outside plan check organizations are primarily utilized for large commercial projects that will take up significant amount of staff time which would result in excessive delays to other plans within in the plan check process.

Also, in accordance with the Health and Safety Code Section 19837, in the event of an excessive delay, as defined by the Code to be greater than 50 days after the submittal of a complete application to complete the structural building safety plan check of the plans that are suitable for plan checking, the applicant may request the City to employ a private entity to perform the plan checking function subject to certain other restrictions.

On June 10, 2014, Council approved a retainer agreement with the Interwest Consulting Group to provide professional plan check services through the end of fiscal year 2015/2016. The original agreement was for a two-year term for an amount not to exceed $50,000. At the November 18, 2014 Council meeting, an amendment was approved which increased the agreement by $25,000 to a new not to exceed value of $75,000. As of this date, nearly all of the $75,000 in funds has been expended

In addition, on June 10, 2014, Council also approved a retainer agreement with 4Leaf, Inc. to provide professional plan check services through the end of Fiscal Year 2015/2016. The original agreement was for a two-year term at an amount

not to exceed $50,000. At the November 18, 2014 Council meeting, an amendment was approved which increased the agreement by $20,000 to a new not to exceed value of $70,000. As of this date, nearly all of the $70,000 in funds has been expended

Therefore, in order to have adequate funds to complete this year's plan check services expenses, while at the same time aligning all plan checking consultant contract ending dates, with the City's third plan check consultant, Bureau Veritas, North America, these new agreements have been created. As required, the original contracts shall not be amended, but shall be replaced with new agreements. Consequently, these new agreements have been designed to fill the plan checking needs of the Building Department with Interwest and 4Leaf for the remainder of this fiscal year 2015/2016, and fiscal year 2016/2017.

The valuation of these agreements have been estimated based on the actual amount expended in fiscal year 2014/2015 with an assumption that a similar or greater value of expenses could be incurred in fiscal years 2015/2016 and 2016/2017. Consequently, the Building Department estimates that $75,000 in expenses could be incurred with Interwest per fiscal year, while at the same time; $70,000 in expenses per fiscal year could be incurred with 4Leaf Inc.

The need for this agreement is directly attributable to the significant commercial and industrial projects that the Building Department has been processing and the Building Department's increasing workload due to the total volume of permits increasing to a point where it is difficult for staff to maintain the goal of a maximum plan check time of four weeks.

Furthermore, in November of 2014 and again in March of 2015, Human Resources recruited for a Plan Checker position to replace the Senior Plan checker who retired on December 31, 2014. Both recruitments proved fruitless. The first recruitment received no new qualified candidates and the second only received four candidates meeting the minimum qualifications for the position. Upon completion of the second recruitment round, the first and, subsequently, the second ranking candidates were offered a position as plan checker. However, due to their own reasons, both candidates turned down the opportunity of employment with the City of Turlock.

Currently, Human Resources is recruiting for a Counter Technician to aid in plan checking and permit processing. Most likely, the position will not be filled with an experienced plan checker, but with an employee with some background in the building industry that is willing to be trained in building regulation.

As a result of the above circumstances, the outside plan check consultant services are being utilized much more frequently than originally conceived. Consequently, the contract amounts for plan check services have been regularly expended.

Therefore, in order to continue to serve the public and meet the standards set forth, the agreements need to be processed in sufficient amounts which will allow continued access to outside plan check services.

Budget line number 405-40-405.43260, "Plan Check Services", will be utilized for the various projects reviewed under these contracts.

3. BASIS FOR RECOMMENDATION:

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

B. The benefit for the City is that City Staff will be able to call on Interwest and 4Leaf to assist in the plan checking of projects at times when that the project constraints require the use of outside services.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY
Goal(s): a. Create an "efficient" yet effective City government organization.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE
Goal(s): b. Address Growth-Related Issues (Current and Future)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Fiscal Year 2015/2016: $145,000.00
Fiscal year 2016/2017: $145,000.00
405-40-405.43260 Plan check services (Project dependent)

No General Fund money will be used for these services

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

A. Reject the award of these consultant agreements. Staff does not recommend this alternative due to the fact that outside plan check services are necessary at times to insure that projects are reviewed in accordance with the applicable standards.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Interwest Consulting Group
for
Plan Check Services

THIS AGREEMENT is made this 22nd day of September, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Interwest Consulting Group** ,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 plan checking services ; 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 Fifty Thousand and 00/100^{ths} Dollars ($150,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective on September 22, 2015 and end on June 30, 2017, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 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.

7. 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.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

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

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

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

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

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans,

specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

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

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

for CONSULTANT: **Interwest Consulting Group**
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
PHONE: (916) 781-6000
FAX: (916) 781-7597

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Eric A. Picciano
Building Department
156 S. Broadway, Suite 130
Turlock, California 95380-5456
Telephone: (209) 668-5560
E-mail: epicciano@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 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

Interwest Consulting Group
1613 Santa Clara Dr, Suite, Ste.100
Roseville, CA 95661

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT "A"
Agreement No. 15-122

APRIL 4, 2014

PROPOSAL TO PROVIDE

Plan Review Services

PREPARED FOR

City of Turlock

Eric A. Picciano, P.E.
Chief Building Official/Principle Civil Engineer
City of Turlock
156 S. Broadway Ste., 150
Turlock, CA 95380

BY

Interwest Consulting Group
Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
www.interwestgrp.com

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Section 1

INTERWEST CONSULTING GROUP

TRANSMITTAL LETTER

April 4, 2014

Eric A. Picciano P.E.
Chief Building Official/Principle Civil Engineer
City of Turlock
156 S. Broadway Ste., 150
Turlock, CA 95380

RE: Proposal to Provide Plan Review Services

Dear Mr. Picciano,

Interwest Consulting Group is pleased to submit our proposal to provide Plan Review Services to the City of Turlock. We understand with the improving economy and in anticipation of planned development projects the City of Turlock is seeking the services of building and safety consulting firms to address peak work load demands and to maintain timely services. We understand the City is seeking consulting firms to provide professional services for the plan review of commercial, residential, and government buildings and structures to verify compliance with the most current adopted versions of the California Building Standards Code, Turlock City Ordinance Code, and relevant State and Federal Laws. We further understand that services may include coordination between City agencies, designers, and builders in the community

The team contained within this proposal were carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

We view the key elements to serving the City of Turlock as follows:

- ✓ Providing **qualified and experienced staff** to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing professional services for Plan Review of construction projects.
- ✓ Providing a **high level of customer service** for internal and external customers
- ✓ Balancing the needs of the community by providing services as needed in order to maintain reasonable response times for department services.

Interwest Consulting Group provides building plan review and inspection services too many communities throughout California and presently provides these services to the nearby City of Modesto, City of Tracy, City of Clovis, Alpine County, Madera County and many more central and northern California communities.

Ron Beehler will be the main point of contact for all services and his contact information is listed below.

Ron Beehler, S.E.
8150 Sierra College Boulevard, Suite 100
Roseville, CA 95661
916-273-4663 Direct
916-204-3178 Mobile
rbeehler@interwestgrp.com

We look forward to the opportunity of serving the City of Turlock and helping to add to your continued success.

Sincerely,

Ron Beehler, SE, CBO
Regional Manager
Building Safety Services

Section 2

Firm Profile

ORGANIZATION

Interwest Consulting Group has extensive experience and a proven track record of seamlessly integrating building inspection, plan review, and permit processing staff as needed in a cost effective manner. Interwest Consulting Group has been in business since 2002 and was founded by individuals with a passion for serving municipalities. We currently employ over 180 employees spanning a multitude of disciplines, roles and job placements to municipalities within building and safety and public works departments throughout California.

Our services are specifically tailored to fit the needs of our client, which is why we can provide a single staff member or a complete team to help you reach your goals. We provide a full range of services to more than 100 public agencies throughout California including:

- ✓ *Building and Safety Services*
- ✓ *Development Improvement Civil Plan Review Services*
- ✓ *Fire Plan Review and Inspection Services*
- ✓ *City Engineering*
- ✓ *Capital Improvement Program Management*
- ✓ *Information Technology (IT)*
- ✓ *Construction Management and Inspection Services*
- ✓ *Real Property Services*
- ✓ *Geographic Information System (GIS)*
- ✓ *Transportation Planning and Policy Development*
- ✓ *Transportation Program Management and Funding Assistance*
- ✓ *Traffic Engineering*

Interwest Consulting Group is comprised of Civil Engineers, Structural Engineers, Electrical Engineers, Fire Protection Engineers, Mechanical Engineers, Certified Plans Examiners, ICC Certified Inspectors, Certified Access Specialist (CASp), and other professionals specializing in providing complete plan review and inspection services to local government agencies.

Our business model is built on simple yet vital customer service principles—offer thorough, quality and timely services. We do not offer design services and as a result, we provide unbiased plan reviews and avoid conflicts of interest as could occur with firms engaging in both plan review and design services.

INTERWEST ADVANTAGE

Interwest provides the best solution for the City of Turlock's building department needs due to our extensive background and expertise providing similar Building & Safety services to jurisdictions throughout California. We have many years of experience providing Building Services from a single staff member to providing entire fully staffed Building Departments.

ADDITIONAL RESOURCE LOCATIONS

NORTHERN CALIFORNIA
6280 W. Las Positas Boulevard
Suite 200
Pleasanton, CA 94588
925.462.1114 Office

9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office

8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office

SOUTHERN CALIFORNIA
15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office

CENTRAL CALIFORNIA
7491 N. Remington Avenue
Suite 103
Fresno, CA 93711
559.448.9839 Office

COLORADO
1218 W. Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office

1505 Patton Drive
Boulder, CO 80303
303.444.0524 Office

NEVADA
4815 W. Russell Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office

Our convenient locations and responsive staff help you get what you want when you need it.

COMPARABLE CONTRACTS

Listed below are several Northern California clients where we presently provide services similar to those being requested. Interwest provides complete Building and Safety services as needed which include, building official, plan review, field inspection, permit technician, CASp and administration assistance. We can provide a single staff member or a complete team of professionals to deliver the needed services. We pride ourselves in being able to tailor our services and service levels based on the client's needs.

CLIENT	SCOPE OF WORK
City of American Canyon	Building Official, Plan Review
City of Berkeley	Plan Review
City of Dublin	Plan Review
City of Fairfield	Plan Review
City of Folsom	Plan Review, Building Inspection
City of Menlo Park	Plan Review, Permit Technician
City of Modesto	Plan Review, Building Inspection
City of Napa	Plan Review, Building Inspection, Permit Technician
City of Placerville	Building Official, Plan Review, Building Inspection, Permit Technician
City of Pittsburg	Plan Review
City of Pleasanton	Plan Review
City of Rancho Cordova	Plan Review, Building Inspection, Permit Technician
City of Rocklin	Plan Review, Building Inspection
City of Roseville	Plan Review, Building Inspection
City of St. Helena	Building Official, Plan Review, Building Inspection, Permit Technician
City of Tracy	Plan Review, Building Inspection, Fire Inspection
County of Placer	Plan Review
County of Napa	Plan Review
County of Shasta	Plan Review
County of Yolo	Plan Review
County of Yuba	Plan Review
County of Madera	Plan Review
Town of Atherton	Building Official, Plan Review, Building Inspection, Permit Technician
Town of Tiburon	Plan Review
CA Administrative Office of the Courts	Plan Review, Building Inspection

Section 3 Qualifications and Experience

We have assembled a team of experienced professionals including multiple CA licensed structural engineers and CASp certified plans examiners to provide Building and Safety Services to the City of Turlock. Our talented staff shares a wealth of ideas and experiences spanning a broad spectrum of communities dealing with a fixed internal capacity and peak workload demands. This varied expertise allows us to hone the best processes and methods allowing us to use our experience to assist your jurisdiction. Our staff is knowledgeable code experts and experienced problem solvers who will work with citizens and the building community to successfully resolve problems that may arise during the plan review and construction process.

PRIMARY CONTACT & LOCATION

Services will be directed from our Roseville office. We propose **Ron Beehler, SE,** as the project manager and the key point of contact for issues regarding services. Ron and additional staff members will provide plan review, building inspection services, CASp services and any additional support needed to the City of Turlock Community Resource Agency. Through his supervision, you will have seamless and constant communication with our project team. Ron is fully authorized to negotiate contracts on behalf of Interwest Consulting Group. Ron will oversee and schedule all plan review work and inspection services. He will ensure that the City's needs and desires are being met and are responsible for quality control for all services. Ron's contact information is as follows:

Ron Beehler, SE, CBO
Regional Manager, Building and Safety Services
rbeehler@interwestgrp.com
Phone: 916.273.4663
Mobile: 916.204.3178

Ron has extensive experience within the building industry; he is a licensed Structural Engineer in the State's of California and Nevada and has been involved with both the plan review and inspections of numerous complicated and high profile projects. Additionally, as Regional Manager for Interwest's Building and Safety Group, Ron has coordinated plan review, inspection and counter services for many cities, counties, and state agencies throughout California providing him with insight on best practices for delivery of building department services. Ron recently provided building official services for the City of American Canyon, which included supervision of all public counter and customer service staff, all plan review and building inspection services and all code enforcement staff and code enforcement activities for the City. Ron has also recently presented full day and half day classes on a variety of plan review and building code related topics for professional organizations including CALBO, Sacramento Valley Association of Building Officials, San Joaquin Chapter of the ICC, Southern Nevada ICC's EduCode and the Yosemite ICC Chapter.

Supporting Ron is a highly-qualified, knowledgeable and motivated staff of engineers, plans examiners, inspection and administrative personnel. They know and thoroughly understand the dynamics and requirements of working with and within jurisdictions. They are skilled in sensitive, large-scale construction projects or working with demanding customers and project schedules while delivering accurate and on-time plan reviews and inspection services. Resumes for each proposed staff member are included. Additional support, if required, is always available from our other branch office locations.

We offer experienced and CA licensed structural engineers, highly qualified and ICC certified building officials and plan examiners, seasoned ICC Certified inspectors, CASp certified staff as well as ICC certified building technicians with extensive experience. All of our personnel are knowledgeable jurisdictional staff and understand the procedures,

policies, and deadlines necessary to keep building departments running smoothly. We work strictly for public agency clients thus avoiding any conflict of interest.

As municipal consultants to many jurisdictions, Interwest staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross-trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital City staff and departments.

With extensive backgrounds in providing building support services for a wide array of projects, our personnel are familiar with construction utilizing all types of state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including numerous California schools, colleges, OSHPD3 clinics and essential service buildings, commercial buildings, corporate campuses, and industrial facilities.

Our proposed team is dedicated to providing first-class Building and Safety Services. We have included an organization chart and a list of staff by expertise. Comprehensive resumes with their complete history and professional registrations are included in this proposal.

SUB-CONSULTANTS

We do not anticipate using sub-consultants for services to be provided for the City of Turlock at this time.

STAFF RESUMES

Below are staff members who are immediately available to start providing services to the City of Turlock.

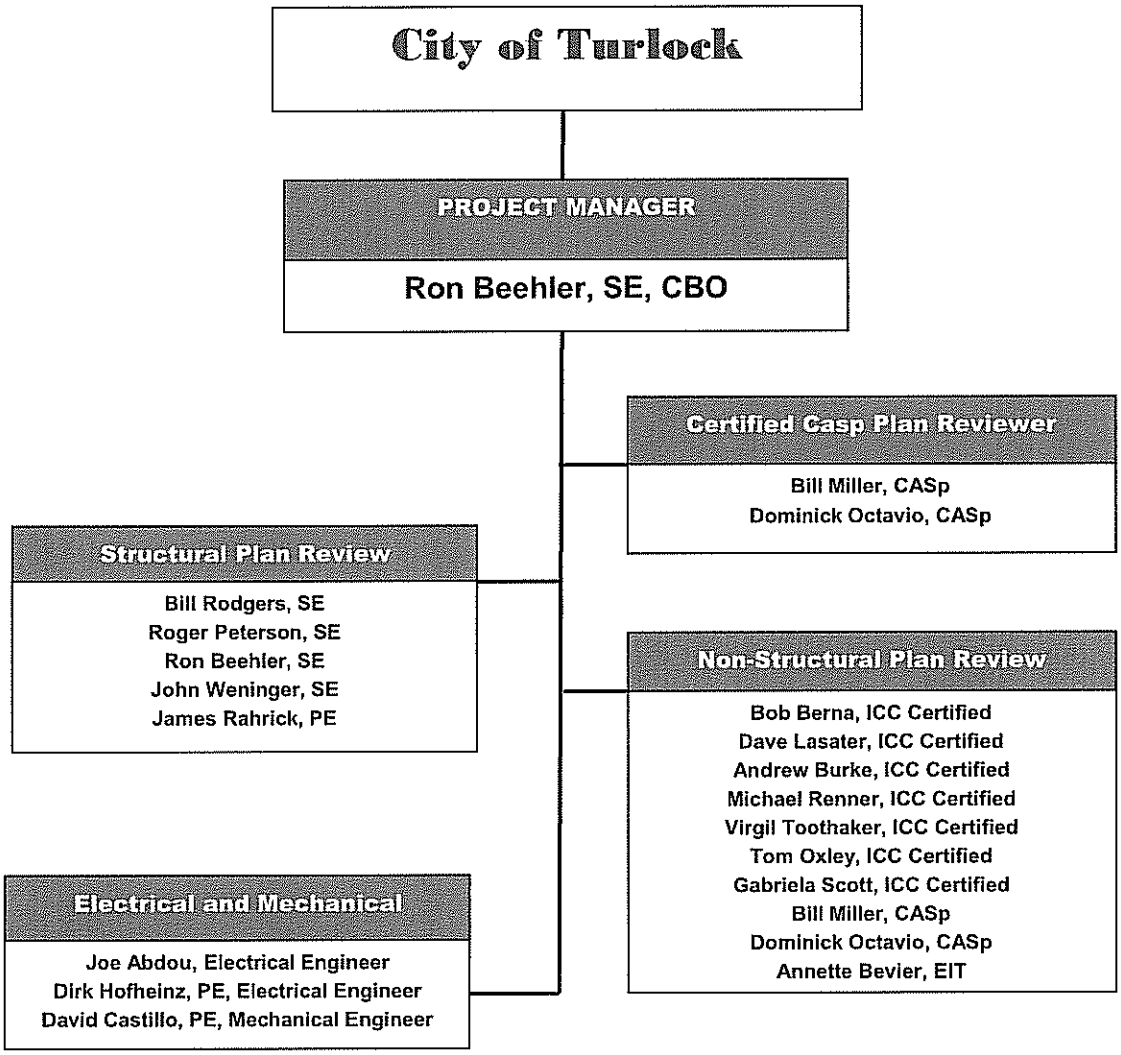
Resumes are included in the Appendix.

Ron Beehler, CBO, Structural Engineer	PROJECT MANAGER
Bill Rodgers, Structural Engineer	PLAN REVIEW
Roger Peterson, Structural Engineer	PLAN REVIEW
John Weninger, Structural Engineer	PLAN REVIEW
James Rahrick, Professional Engineer	PLAN REVIEW
Bob Berna, ICC Certified	PLAN REVIEW
Bill Miller, Casp, ICC Certified	PLAN REVIEW | CASP
Annette Bevier, EIT, ICC Certified	PLAN REVIEW
Gabriela Scott, ICC Certified	PLAN REVIEW | INSPECTION
Andrew Burke, ICC Certified	PLAN REVIEW
Michael Renner, ICC Certified	PLAN REVIEW | INSPECTION
Virgil Toothaker, CBO, ICC Certified	PLAN REVIEW | INSPECTION
Tom Oxely, ICC Certified	PLAN REVIEW | INSPECTION
Dave Lasater, ICC Certified	PLAN REVIEW | INSPECTION
Dominick Octavio, Casp, ICC Certified	PLAN REVIEW | INSPECTION | CASP
Joe Abdou, Electrical Engineer	ELECTRICAL PLAN REVIEW | INSPECTION
Dirk Hofheinz, Electrical Engineer	ELECTRICAL PLAN REVIEW | INSPECTION
David Castillo, Mechanical Engineer	MECHANICAL PLAN REVIEW | INSPECTION

ORGANIZATION CHART

We propose the follow structure and staffing candidates for services to the City of Turlock.

Interwest clearly understands the need for staffing flexibility. As workloads increase, additional Interwest staff will be provided to address peak workload needs. As development processing is cyclical, any decrease in workload can be offset by a decrease in our services.



LICENSES & CERTIFICATIONS

The following information is provided to highlight the depth of staff resources and expertise available.

Structural Plan Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Ron Beehler, SE	
CABO Certified Building Official	*1492*
California Registered Civil Engineer	*C39404*
California Registered Structural Engineer	*S3632*
ICC Building Inspector	*0801789-B5*
ICC Plans Examiner	*15090*
UBC Building Inspector	*0801789-10*
Bill Rodgers, SE	
California Registered Civil Engineer	*C50673*
California Registered Structural Engineer	*S4198*
Nevada Registered Civil/Structural Engineer	*C/S18427*
Roger Peterson, SE	
California Registered Civil Engineer	*C46096*
California Registered Structural Engineer	*S3846*
Idaho Registered Civil/Structural Engineer	*C/S8225*
John Weninger, SE	
California Registered Civil Engineer	*43746*
California Registered Structural Engineer	*3740*
James Rahrick, PE	
California Professional Engineer	*35321*
Utah Professional Engineer	*355766-2202*
Colorado Professional Engineer	*34375*

Non-Structural Review

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Bob Berna, Fire & Life Safety Plan Review	
CBC Building Inspector	*0067020-K1*
CBC Building Plans Examiner	*0067020-K6*
CBC Combination Inspector	*0067020-K8*
CBC Electrical Inspector	*0067020-K2*
CBC Mechanical Inspector	*0067020-K4*
CPC Plumbing Inspector	*0067020-K3*
IAPMO Uniform Mechanical Inspector	*090119*
IAPMO Uniform Plumbing Inspector	*015052*
ICC Building Inspector	*0067020-B5*
ICC Combination Inspector	*0067020-50*
ICC Commercial Combination Inspector	*0067020-C5*
ICC Electrical Inspector	*0067020-E5*
ICC Mechanical Inspector	*0067020-M5*
ICC Plumbing Inspector	*0067020-P5*
ICC Residential Combination Inspector	*0067020-R5*
ICC/ICBO Plans Examiner	*0067020-06*
UBC Building Inspector	*0067020-10*
UBC Building Plans Examiner	*0067020-60*
UBC Combination Dwelling Inspector	*0067020-56*
UMC Mechanical Inspector	*0067020-44*
UPC Plumbing Inspector	*0067020-34*

Bill Miller, Fire & Life Safety / CASp Plan Review

Certified Access Specialist	*CASp-087*
Council of American Building Official CBO	*2171*
ICBO/IAPMO Plumbing Inspector	*34090*
ICBO/IAPMO Mechanical Inspector	*51131*
California State Energy Auditor	*3134*
ACE III-Initial Disaster Housing Inspector	*22121*
UBC Building Inspector	*0819718-10*
UMC Mechanical Inspector	*0819718-44*
ICC Plumbing Inspector	*0819718-P5*
ICC Residential Combination Inspector	*0819718-R5*
ICC Combination Dwelling Inspector	*0819718-56*
UPC Plumbing Inspector	*0819718.34*
ICC Accessibility Inspector/Plans Examiner	*0819718-21*
ICC Certified Building Official	*0819718-CB*
ICC Mechanical Inspector	*0819718-M5*
ICC Building Inspector	*0819718-B5*
ICC Building Plans Examiner	*0819718-B3*
UBC Building Plans Examiner	*0819718-60*

Annette Bevier, Plan Review

ICC/ICBO Plans Examiner	*08018477*
California Engineer-In-Training	*130173*

David Lasater, Plan Review

ICC Commercial Plans Examiner	*5258777*
ICC Commercial Building Inspector	*5258777*
ICC Residential Building Inspector	*5258777*

Dominick Octavio, CASp, Plan Review & Inspection

Certified Access Specialist	*CASp-475*
UBC Building Inspector	
ICC Commercial Building Inspector	*5297248*
ICC California Commercial Building Inspector	*5297248*
ICC Residential Building Inspector	*5297248*
ICC California Residential Building Inspector	*5297248*
State of California Safety Assessment Program	*62071*

Andrew Burke, Plan Review & Inspection

ICC Commercial Building Inspector	*08123443*
ICC Residential Combination Inspector	*08123443*
ICC Residential Building Inspector	*08123443*
ICC Residential Electrical Inspector	*08123443*
ICC Residential Mechanical Inspector	*08123443*
ICC Residential Plumbing Inspector	*08123443*
ICC Permit Technician	*08123443*

Michael Renner, Plan Review & Inspection

ICC Building Inspector	*00201018-B5*
ICC Commercial Building Inspector	*00201018-B2*
ICC Building Plans Examiner	*00201018-B3*
ICC Residential Building Inspector	*00201018-B1*
ICC Residential Plans Examiner	*00201018-R3*
ICC Residential Electrical Inspector	*00201018-E1*

Virgil Toothaker

CABO Certified Building Official	*1360*
ICC Certified Building Official	*0829555-CB*
ICC Certified Building Official Certification Maintenance Program	
ICBO Building Inspector	*16542*
ICBO Combination Inspector	*58967*
ICBO/IAPMO Plumbing Inspector	*17658*

ICBO/IAPMO Mechanical Inspector	*22992*
ICBO Electrical Inspector	*48149*
ICC Building Inspector	*0829555-10*
ICC Plumbing Inspector	*0829555-P5*
ICC Building Plans Examiner	*5232473-60*
ICC Mechanical Inspector	*0829555-M5*
ICC Combination Inspector	*0829555-50*
ICC Electrical inspector	*082555-E5*
Tom Oxley	
ICC Plans Examiner	*5044094*
Residential and Commercial building Inspector	*5044094*

Electrical and Mechanical

NAME / DISCIPLINE	LICENSE / CERTIFICATION NUMBER
Joe Abdou, Electrical Plan Review	
Electrical Engineer	
David Castillo, PE, Mechanical Plan Review	
California Registered Mechanical Engineer	*31455*
Certificate in Fire Protection Engineering	
Certificate in HVAC and Refrigeration	
Dirk Hofheniz, EE, Electrical Plan Review	
Electrical Engineer	*E16365*

SCOPE OF WORK

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review services. Services should seamlessly integrate and coordinate with the City's other departments and provide uninterrupted, efficient, and cost effective building department services to the public.
Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services outlined in this proposal.

Interwest is prepared to immediately start work for the City of Turlock. Interwest has extensive experience and a proven track record seamlessly integrating plan review services as needed in a cost effective manner. Our services consist of providing a single staff member or a complete team in the areas of plan review services. We tailor our staff to fit the specific needs of our client.

The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ ***A team of professionals*** *with high-level experience and skills in successful management of building department services, staff with a* ***customer service focus*** *and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other County departments and outside agencies*
- ✓ ***Licensed Plan Review Engineers*** *and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.*
- ✓ ***License Structural Engineers*** *who have extensive experience with large and complex projects including projects subjected to significant snow loads.*
- ✓ ***CASp certified staff*** *who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.*
- ✓ *Services in a* ***cost-effective manner*** *that remains within budget constraints.*
- ✓ *Provide all pick up and delivery of all plans to and from the City at* ***no cost to the City.***

PROJECT CONTROLS

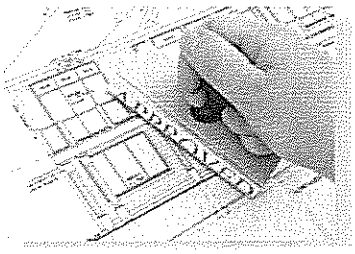
The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

A crucial project control involves generating timely invoices tailored to City needs. We closely track all operations at each location monitoring project timesheets, invoices, as well as project (plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner.

Interwest Consulting Group does not intend to utilize the services of sub-contractors in the performance of work under this contract.

BUILDING AND SAFETY PLAN REVIEW

It is critical that projects flow quickly and smoothly through the regulatory approval process. We fully understand this critical component. You'll find our people are ready to assist with solutions and recommendations that are specific to your needs.



All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or an ICC certified Plans Examiner with CASp certification as necessary for the specific project. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional offices for plan review and inspection services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and all applicable local amendments and ordinances.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. Interwest will provide a clear, concise, and thorough document from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest will transmit plan review comments and coordinate re-checks directly with the applicant.

Upon completion of our final review, two sets of submitted documents bearing Interwest Consulting plan review stamps and a final letter recommending the City's approval of the documents will be returned to the City for review and permit issuance.

Code Interpretations

Code interpretations are subject to final review and approval by the Building Official and or City designated staff. Interwest Consulting Group's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Interwest Consulting Group will arrange for all pick-up and delivery of plan review documents from the City at **no cost**. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Maximum proposed turnaround time for plan check

We consistently complete plan reviews within the timeframes listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the jurisdiction. Multi-disciplinary reviews are typically performed in our offices but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround:

Type of Job	Maximum Turn Around Time First Check	Re-Check
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Communicating Plan Review Results

Plan reviews will consist of written comments in electronic format as directed by the City. Comment letters will be sent to the City and applicant at the completion of each review or as directed by the City.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which clients, designers, contractors, and owners can work. Comment lists are delivered to our clients and other designated recipients (e.g., designers, contractors, owners) via email, FAX, and/or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant as required and completed plan review documents ready for approval will be returned to the City for final approval.

On-Site Consultant Services & Meeting Attendance

Interwest Consulting Group has staff available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of our plan review service.

Electronic Plan Check Services

Interwest Consulting Group currently provides electronic permitting and plan review services for multiple jurisdictions. We have found the jurisdictions with whom we work, including their respective customers, have a wide range of needs and expectations regarding electronic plan review and permitting services. We have worked with some clients to develop electronic plan review systems utilizing several of the open market software applications and hosting sites available. Some clients, such as Salt Lake City and Clark County, Nevada – both jurisdictions with highly complicated commercial development activities - have established comprehensive electronic permit and plan review systems. In contrast, we have found jurisdictions that have primarily light commercial and residential development, simply need access to our FTP site to allow their Applicant's to upload digital content directly to our staff. Rather a "one-size-fits-all" approach to electronic plan review via proprietary systems, we instead believe our clients are best served by a non-proprietary, commercially-available system that could be tailored to the City's specific needs.

Creating a system tailored to the needs of the individual client utilizing readily available software allows for the customization of the system to easily integrate the electronic plan review system with the needs of other departments. With the plethora of commercially available FTP sites available for electronic file hosting at nominal costs there is no longer a need for agencies to purchase or lease expensive proprietary systems. Recently, Interwest's IT staff established a comprehensive electronic permitting and plan review system for the City of Elk Grove utilizing commercially-available software that is not proprietary to Interwest or any other service provider.

Our belief is that the City should retain ownership of whatever system is put in place so that you control your service delivery options in the future and do not become too dependent on one particular service provider.

Plan Review Tracking Method & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest Consulting Group uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during standard business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Customer Service

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings or as needed to resolve complex code related plan review issues in the most efficient manner possible. In addition, the staff at Interwest brings a can-do attitude to their work—always focused on efficient plan review processes and successful project outcomes.

Interwest Consulting Group's engineers, architects, plans examiners and inspectors understand the importance of providing superior customer service to applicants, contractors and designers. Our philosophy is to provide our services in a professional, courteous and collaborative manner. We encourage our staff to work as part of the project team to insure successful project outcomes.

Special Projects

Interwest Consulting Group is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Interwest Consulting Group's staff of engineers and plans examiners will work with the City of Turlock as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest Consulting Group will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Technical Capabilities in Plan Check Areas

The Interwest staff members selected for this project possess significant technical capabilities in all of the requested areas of plan review competence.

CASp

Interwest Consulting Group has CASp certified individuals on staff knowledgeable of state and federal accessibility laws and regulations and possesses the expertise necessary to promote access to facilities for persons with disabilities. In accordance with newly-formed rules and regulations we will supply a CASp certified professional to review all plans for accessibility and will comply with regulations to provide a sufficient number of building inspectors who are CASp.

We offer support to municipalities for compliance enforcement and/or developing a transition plan, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist municipal departments, government agencies and local communities to explain various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code/law 'interpretation,' hardship and code/law changes.

Green Building Standards

Our staff is familiar with the incorporation of CalGreen building concepts into project designs and its potential impact from the building code. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few. We have also reviewed "straw bale" constructed homes.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO_2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Whether your jurisdiction projects are new construction or renovation, energy efficient roofing, water run-off management and renewable energy are all important points to consider, Interwest Consulting Group helps make it easy.

T24 Energy

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction on large commercial projects to small residential additions.

Fire Code Plan Review

Experienced, licensed professional fire protection plans examiners are available to handle your workload. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards and your local/regional amendments.

Architectural

Interwest Consulting Group's non-structural plans examiners furnish plan review services for a vast array of projects including large commercial, institutional, industrial, retail, OSHPD 3 medical office buildings, and residential projects. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current additions of the following model codes:

- ✓ *California Code of Regulations, Title 24, Parts 1 through 6 and 9.*
- ✓ *International Building Code (IBC)*
- ✓ *ANSI Standards*
- ✓ *NFPA Codes & Standards*

Structural

Our structural engineers have experience designing and reviewing projects with virtually all building materials including:

- ✓ *Wood*
- ✓ *Masonry*
- ✓ *Concrete*
- ✓ *Steel*

Our engineers have designed or reviewed a wide array of structural systems including:

- ✓ *FEMA Compliant Steel Moment Frames*
- ✓ *Buckling Restrained Braced Frames Energy Dissipation Systems*
- ✓ *Eccentric Braced Frames*
- ✓ *Concentric Braced Frames*
- ✓ *Concrete Moment Frames*
- ✓ *Wood Shearwall Systems*
- ✓ *Masonry Shearwall Systems*
- ✓ *Concrete Shearwall Systems*
- ✓ *Cantilevered Column Systems*
- ✓ *Pre-Stressed / Post-Tensioned Concrete*

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- ✓ *Title 24, Part 2, Volume 2, California Code of Regulations (CCR)*
- ✓ *International Building Code (IBC)*
- ✓ *ASCE 7-10*
- ✓ *NEHRP*
- ✓ *AISC 341 & 360*
- ✓ *ACI*
- ✓ *FEMA 350, 351 & 353*
- ✓ *ANSI/AF & PA NDS*

Mechanical, Plumbing & Electrical

Interwest staff is well versed in the California Mechanical, California Plumbing and the California Electrical codes. We review submitted design documents to ensure compliance with the City codes. We have made the transition to the newly-adopted codes and currently review for those codes as required. All staff is licensed and/or certified in the State of California as well as personnel who hold multiple licenses across many states. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- ✓ *California Building Code*
- ✓ *California Plumbing Code*
- ✓ *California Mechanical Code*
- ✓ *California Electrical Code*
- ✓ *Jurisdiction-Adopted Amendments or Ordinances*

Other review services are provided based on current editions of local or national standards such as:

- ✓ *International Building Code*
- ✓ *International Residential Code*
- ✓ *International Mechanical Code*
- ✓ *International Plumbing Code*
- ✓ *NFPA Standards 13 (automatic fire sprinkler systems)*
- ✓ *NFPA Standards 14 (standpipes)*
- ✓ *NFPA Standards 20 (fire pumps)*
- ✓ *NFPA Standards 72 (fire alarms)*
- ✓ *NFPA Standards 99 (medical gases)*
- ✓ *NFPA 101 Life Safety Code*
- ✓ *FEMA & NEHRP Requirements for Existing Buildings*

Section 4

Relevant Project Experience

RELEVANT PLAN REVIEW PROJECTS

The following project experience is a small sample of the types of projects for which we furnish building and safety services. We provide full service building department services, in-house staff augmentation plans examination services and out sourced building department plans examination services to a multitude of agencies throughout California. Over the past ten years our staff proposed for service to the City of Turlock has provided plan review and inspection services for numerous new and remodeled commercial, OSHPD3 medical facility, industrial, retail, tenant improvement, multi-family residential and custom residential projects. We have also provided plan review and inspection services for multiple master plan development projects and publically owned building projects. Additional listings of projects for which our proposed staff have provided plan review and/or inspection services for is available upon request.

Horn Residence Remodel and Addition | CAPITOLA, CA

Interwest Consulting Group provides outsourced building plan review for many residential addition and remodel projects for the City of Capitola. This project consisted on an addition and remodel of an existing residential dwelling utilizing an engineered approach for the structural design of the addition. Type of construction is VB and Occupancy Groups included R-3 and U. Plans were reviewed to verify compliance with the 2013 CA Building Codes. Estimated construction cost for this project is $150,000.

Client: City of Capitola, Plan review completed April 2014

Contact:
Mark Wheeler
Chief Building Official
420 Capitola Avenue | Capitola, CA 95010
(831) 475-7300 | Mwheeler@ci.capitola.ca.us

In Shape Health Club | NAPA, CA

Interwest Consulting Group provided complete plan review services for this newly constructed 34,569 square foot health club. This state of the art health club facility is comprised of a new two level fully sprinklered building of Type III B construction. Occupancy Group is A-3. Plans were reviewed to verify compliance with the 2010 CA Building Codes. Estimated construction cost for this project is $7,000,000.

Client: City of Napa, Plan review completed January 2014

Contact:
Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
(707) 257-9540 Extension 7327 | dkavarian@cityofnapa.org

Seismic Retrofit, 1638 Hearst Avenue | BERKELEY, CA

This project consisted of a seismic retrofit to an existing two level, 5,632 square foot, two-story apartment building. Occupancy Group is R-2 with Type VB Construction. Plans were reviewed to verify compliance with the structural requirements of the 2010 CA Building Code and ASCE 7-10. Estimated construction cost for this project is $500,000.

Client: City of Berkeley, Plan review completed January 2014

Contact:
Val Dizitser
Building and Safety Division
2180 Milvia Street | Berkeley, CA 94704
(510) 981-7446 |Vditzer@ci.berkeley.ca.us

Hampton Inn and Suites | NAPA, CA

Interwest Consulting Group provided complete plan review services for this newly constructed 75,998 square foot hotel building. This new four level, fully sprinklered hotel building utilized Type III A construction. This project included R-1, B, A-2, and F-1 Occupancy Groups. Plans were reviewed to verify compliance with the 2010 CA Building Codes. Estimated construction cost for this project is $12,000,000.

Client: City of Napa, Plan review completed April 2014

Contact:
Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
(707) 257-9540 Extension 7327 | dkavarian@cityofnapa.org

Santa Clara County Justice Center | SANTA CLARA, CA

This project is an eight-story with basement courthouse structure with Groups A-2, A-3, I-3, S-1 and S-2 occupancy classifications and Type IA fully sprinklered construction. The total area of the courthouse building is 233,695 square feet. The courthouse building consists of a structural steel frame with exterior curtain wall.. The courthouse building contains court rooms, jury chambers, judicial chambers, administrative office spaces, sallyports for security and other associated facilities. The estimated construction cost for this project is $600,000,000.

Client: State of CA, Administrative Office of the Courts, Plan review completed August 2013

Contact:
Jim Stephenson
Chief of Design and Construction
Administrative office of the Courts
2860 Gateway Oaks Drive, Suite 400 | Sacramento, CA 95833
(916) 263-8198

Numerous additional recently completed plan review project examples including single and multi-family residential projects, large and small tenant improvement projects, OSHPD 3 projects, and additional new building projects are available upon request.

Section 5 Rate Structure

For complete plan review services for commercial and residential projects reviewed in our offices, we propose a fee equal to 70% of the plan review fees based on the City of Turlock's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For partial reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

Expedited Plan Review Services Fees

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of 1.4 times the rate specified for typical plan reviews as noted above. We propose that expedited fees, for larger complex projects where the valuation exceeds $5 million, be negotiated on a case-by-case basis. Time frames for performance of expedited or fast-track plan review services will be negotiated based on the size and complexity of the specific project.

Fire Plan Review Services

Fire plan review will be provided on an hourly basis per our Schedule of Hourly Billing Rates shown below, or as negotiated on a case-by-case basis.

Site Civil Plan Review Services

Site civil plan review services can be provided on an hourly basis and charged per our Schedule of Billing Rates shown above.

Free Pick Up & Delivery

There is no charge for courier or shipping services.

Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Building Plans Examiner	$125
Licensed Engineer Civil Plans Examiner	125
Senior Building Plans Examiner	90
Senior Civil Plans Examiner	90
Fire Plans Examiner / Inspector	95
CASp	95

Mileage: Mileage for building inspection and fire inspection services will be charged at the current IRS rate while inspections are being performed.

Section 6 References

CLIENT REFERENCES

As a full service company to government agencies, we take pride in provide quality, cost effective and prompt service. We provide plan review and/or inspection services for the following jurisdictions. All assignments have been completed within budget and within specified timeframes.

CITY OF FOLSOM

Steve Burger
Chief Building Official
50 Natoma Street | Folsom, CA 95630
(916) 351-3555 | sburger@folsom.ca.us

Services Provided: Building and Fire Plan Review and Inspection Services
Current Client
Contract Amount Varies

PLACER COUNTY

Tim Wegner
Building Official
3091 County Center Drive | Auburn, CA 95603
530-745-3010 | twegner@placer.ca.gov

Services Provided: Building and Fire Plan Review Services
Presently Providing Services
Contract Amount Varies

CITY OF WOODLAND

Paul Siegel
Chief Building Official
300 First Street | Woodland, CA 95695
(530) 661-5820 | paul.siegel@cityofwoodland.org

Services Provided: Building Plan Review Services
Presently Providing Services
Contract Amount Varies

COUNTY OF NAPA

Daryl Mayes
Chief Building Official
1195 Third St., Suite 210 | Napa, CA 94559
707-253-4417 | building@countyofnapa.org

Services Provided: In House Building Plan Review Services
Presently Providing Services
Contract Amount Varies

CITY OF NAPA

Dan Kavarian
Chief Building Official
1600 First Street | Napa, CA 94559
707-257-9540 | dkavarian@cityofnapa.org

Services Provided: Building Plan Review Services
Presently Providing Services
Contract Amount Varies

Additional client references are available upon request

Section 7

Appendix

STAFF RESUMES

We have assembled a team of strong, experienced professionals to provide Building and Safety Services to the City of Turlock. Attached are their resumes outlining their experience in their respective fields.

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Ron Beehler, SE, CBO

Supervising Structural Engineer | Certified Building Official

Ron has over 30 years experience performing life safety, accessibility and structural plan reviews for commercial and healthcare facilities in California. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors during which the Building Division issued over 18,000 permits annually for construction with valuation in excess of one billion dollars. Additional work experience includes his move up from Senior Structural Engineer to Regional Compliance Officer with the Office of Statewide Health Planning and Development (OSHPD) where he was responsible for structural plan review of hospital projects and responsible for hospital and health care facility construction oversight in the Los Angeles and San Diego areas. Prior to joining OSHPD he was Chief of Engineering Design and Construction for the California National Guard.

Ron is dedicated to maintaining his structural skills and knowledge of California building codes, laws and regulations related to the structural design of building structures. He attends structural symposiums, lectures, and training classes on a regular basis to ensure up-to-date knowledge of state-of-the-art design practices.

EDUCATION

Graduate coursework in Structural and Geo-Technical Engineering | California State University Sacramento

BS, Civil Engineering | California State University, Chico

AA, Physical Science | Butte College, Oroville, CA

REGISTRATIONS CERTIFICATIONS

Structural Engineer
State of California | SE3632

Professional Civil Engineer
State of California | CE39404

Structural Engineer
State of Nevada | SE019992

Professional Civil Engineer
State of Nevada | CE019992

CABO Building Official

ICC/ICBO Plans Examiner

ICC/ICBO Building Inspector

Lecturer on Building Code Related Topics

California Licensed General and Electrical Contractor

National Earthquake Hazard Reduction Program Training

California Construction Law Training

Construction Claim Mitigation Training

Leadership Training

PROJECT SPECIFIC EXPERIENCE

Building & Safety Services Manager
2006 – Present Interwest Consulting Group

Structural engineer and lead project manager performing comprehensive plan review and client relations services for California.

Chief Building Official
2003 – 2006 City of Sacramento

Planned, directed and managed activities for a large department with oversight responsibilities for construction inspections and plan review with valuation exceeding $1 billion annually. Planned, organized, administered and evaluated staff work. Report writing and presentations to community groups and professional organizations, planned and administered $13.6 million budget.

Supervising Engineer | Building Inspection Division
2002 – 2003 City of Sacramento

Supervised plan review, managing plan intake and public counter functions for 2 regional permit centers, trained and mentored staff, met with architects and engineers to resolve building code related issues, coordinated plan review for high profile projects, worked with field inspection supervisors and inspectors.

Regional Compliance Officer | Senior Structural Engineer
1998 – 2002 CA State Office of Statewide Health Planning & Development

Supervised regional hospital in spection program coordinating field inspection staff and approval of special inspection issues. Resolved complicated code related inspection issues, reviewed plans, specifications and structural calculations for healthcare facilities. Consulted with architects, engineers to resolve complex code interpretation issued. Researched and investigated structural adequacy of building materials and manufactured products. Verified proper loads, forces and materials for the design of buildings and equipment anchorage.

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Engineering Supervisor
1991 – 1998 California National Guard

Supervised and planned work for engineering design and project inspection staff, developed scope and budgets for projects, directed preparation of plans from preliminary design through working drawings, coordinated and approved project specifications and cost estimates, negotiated and approved project changes, coordinated inspection activities, resolved inspection disputes, represented National Guard/Military Department at public meetings, conducted plan review for projects designed by consultants, presented design concepts and final designs.

Associate Structural Engineer
1987 – 1991 CA State Office of Statewide Health Planning & Development

Reviewed construction plans and specifications for new hospitals and skilled nursing facilities for California Building Code and UBC requirements, met with architects and engineers to resolve plan review issues, reviewed field changes, investigated and resolved construction conflicts and other administrative duties.

Associate Engineer | Architect
1983 – 1987 Sacramento County Building Dept/Plan Review Division

Reviewed construction plans and specifications, and structural calculations for building code compliance, reviewed plans for residential, multi-residential, commercial and industrial structures. Met with designers to resolve code issues related to commercial and residential structures.

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Bill Rodgers, SE

Senior Structural Engineer

Bill brings to Interwest over 19 years experience in the field of structural engineering including more than 7 years of experience as a plan review engineer. Bill's wealth of experience includes a varied and vast list of projects throughout Northern California and Nevada. In addition, he is very much in demand for hands-on work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

EDUCATION

BS, Civil Engineering
California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Civil Engineer
State of California | 50673

Structural Engineer
State of California | 4198

Civil/Structural Engineer
State of Nevada | 18427

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California (SEAONC)

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer / Plans Examiner
2006 – Present Interwest Consulting Group
Performing structural plan review for commercial and residential construction for municipalities.

Senior Structural Engineer / Plans Examiner
2001 – 2006 Bureau Veritas
Performed structural plan review for commercial and residential construction for municipalities.

Senior Structural Engineer / Associate / Designer
1995 – 2001 DES Architects
Managed a staff of 13 engineers and drafters. Responsible for staff workload and evaluation; verifying that work was done correctly and in a timely manner.

Also performed design work:

Northstar, Placer County, CA
Six-story, reinforced concrete/structural steel mixed use facility comprising five buildings with underground parking.

Solano Government Center, Fairfield, CA3
Multi-building project comprised of three-story parking structure, five-story office building, and two-story office building. The office building is passively damped, and was designed using pushover analysis.

Stonepoint Corporate Plaza, Building B, Roseville, CA
Six-story BRBF structure designed using FEMA 450 (NEHRP) criteria under Alternate Means and Methods.

Kaiser MOB II, Roseville, CA
Four-story BRBF structure designed using FEMA 450 criteria under Alternate Means and Methods.

CalSTRS Headquarters, West Sacramento, CA
Twenty-three story dual system structure (EBF, OMRF), presently in review.

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Roger Peterson, SE

Structural Engineer

With more than 24 years of experience in structural design and plan review, Roger brings considerable depth and knowledge to any project. Roger has designed and provided plan review services for multi-story steel and concrete-framed buildings, as well as one-story structures utilizing steel, concrete, timber and masonry framing systems. His design experience includes schools, commercial and industrial projects, micro-chip production facilities, power plant installations and multi-family residential projects. Roger's expertise contributes to the success and safety of all projects.

EDUCATION

BS, Civil Engineering
University of Wyoming | 1987

REGISTRATIONS CERTIFICATIONS

Structural Engineer
State of California | SE3632

Structural Engineer
State of California | SE 3846

Civil Engineer
State of California | CE 46096

Civil/Structural Engineering,
State of Idaho | CE, SE 8225

PROFESSIONAL AFFILIATIONS

Structural Engineers Association | Northern California (SEAONC)

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer | Plans Examiner
2006 - Present Interwest Consulting Group

Performing structural plan review for commercial and residential construction for municipalities. Responsible for the production and performance of office including maintaining client relationships. Duties also include performing structural plan reviews for industrial, commercial and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager
1999 – 2006 LP2A | Bureau Veritas

Branch manager and lead structural plan reviewer for the Sacramento Area branch office. Responsible for the production and performance of office including maintaining client relationships. Duties also included performing structural plan reviews for industrial, commercial and residential projects.

Project Engineer
1999 Power Engineers, Inc.

Project design engineer for industrial type project. Provided structural design and construction administration services.

Project Engineer | Office Manager
1998 – 1999 R2H Engineering, Inc.

Office Manager and project design engineer responsible for the structural design of commercial type projects.

Project Engineer
1995 - 1998 Rutherford & Chekene

Project engineer responsible for providing design and detailing for commercial and industrial type projects, including numerous projects in the micro-chip industry.

Design Engineer | Project Engineer
1987 - 1995 DES Engineers & Architects

Provided engineering design and detailing for commercial, institutional, corporate and residential building projects using wood, steel, concrete and masonry building materials.

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John Weninger Jr., SE, SECB, Leed AP

Senior Structural Engineer

With a Master's Degree in Structural Engineering and a Bachelor's Degree in Civil Engineering, John has over 27 years of experience in various aspects of the engineering process and code compliance. He has a lengthy list of past projects that vary from residential to commercial, from school modernization and the new building design to plan review and project management services. John is also experienced in staff supervision and customer service, which makes him not only accomplished in his skill but also adaptable to various projects and work situations.

EDUCATION

MS, Structural Engineering
California State University, Sacramento

BS, Civil Engineering
California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Civil Engineer
State of California | C43746

Structural Engineer
State of California | S3740

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Central California (SEAOCC)
- Current Program Chair
- Past President
- Board of Director
- Convention Chair 2003
- Technical Chair 2011
- Secretary
- Treasurer

American Society of Civil Engineers

PUBLICATIONS

"Structural Timber Shearwalls, the Alternatives and the ICC Evaluation Service"
By Warren, IV, W.L. and Weninger, Jr., J.J
For the 2008 SEAOCC

PROJECT SPECIFIC EXPERIENCE

Senior Structural Engineer / Plans Examiner
2012 – Present Interwest Consulting Group
Performs structural plan review for commercial and residential construction projects for a variety of municipalities.

Senior Structural Engineer
2006 – 2012 SESOL, Inc.
John's duties while employed here include: plan review, code compliance review, personnel supervision, preparation of field reports, and presentation of investigations. John also assisted in the development of Visual Basic for Applications software in Microsoft Excel for the analysis and design of structural components.

Senior Structural Engineer / Project Manager
1991 – 2006 Lionakis Beaumont Design Group
As a Project Manager for schools, hospitals, commercial and residential projects, John oversaw tasks from conceptual drawings through construction. Major projects included seismically retrofitting existing buildings such as the 17 story Pacific Bell building at 13th and J St. in Sacramento, the 10 story Pacific Bell Modesto Main building and the 12 story DMV building located on 24th street in Sacramento.

Structural Design Engineer
1990 – 1991 Buehler & Buehler
John's main projects while employed here included Tracy High School and the twenty-seven story Capitol Square building. He designed vertical load members, responded to plan check comments, field questions and change orders and reviewed inspection reports and test data to verify compliance with the plans and applicable codes.

Structural Design Engineer
1989 – 1990 CYGNA Consulting Engineers
John focus while employed here was the design of Tracy High School.

Structural Design Engineer
1985 – 1989 David Crane & Associates
While employed here, John provided design engineering services for several tilt-up concrete warehouses in Rancho Cordova and the Port of Sacramento. He was also the design engineer for the Toyota of Sacramento automotive dealership. His duties included: providing designs for retaining walls utilizing concrete, masonry, sheet piling and Earthstone blocks.

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JR Rahrick, PE

Senior Plan Review Engineer

JR brings over 12 years of solid engineering plan review and inspection skills backed by 25 years of engineering design covering a wide spectrum of engineering and construction disciplines.

JR has in-depth experience with reinforced and pre-stress concrete, masonry, timber, and structural steel construction design related to commercial and residential buildings, seismic retrofit design of existing commercial and residential buildings (including historical buildings), and engineered demolition, temporary shoring, and heavy lifting design related to bridges and large buildings.

Exhibiting a strong professional work ethic, JR provides thorough and timely plan reviews, enjoys and works well with clients, design and construction professionals, and the public.

EDUCATION

BS/AE, California Polytechnic State University, San Luis Obispo

REGISTRATIONS CERTIFICATIONS

Professional Engineer
State of California | 35321

Professional Engineer
State of Utah | 355766-2202

Professional Engineer
State of Colorado | 34375

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California (SEAONC)

Structural Specialist for the Sacramento, CA Metro Fire District Urban Search & Rescue (USAR) Task Force #7 (TF-7) Attached to the State of California Office of Emergency Services (CA-OES), (FEMA), & the Army Corp of Engineers

Past Member of SAGE (Surveyors, Architects, Geologists, & Engineers) El Dorado County, CA | Business Professions & Practices Committee Member

PROJECT SPECIFIC EXPERIENCE

Senior Plan Review Engineer
2006 – Present Interwest Consulting Group
Project engineer performing structural plan review, specializing in high growth commercial and residential construction at client locations.

Senior Plan Review Engineer
2000 - 2006 Bureau Veritas
Performed commercial and residential structural plan reviews for various county and city building departments within Northern California, Project engineer for the City of Elk Grove.

Senior Chief Engineer
1995 – 2000 Florian Barth & Associates
Managed FBA's "Engineered Demolition Division"; proposed engineered demolition and/or temporary support methodologies, prepared cost estimates, and performed formal engineered demolition procedures for private, county, and state DOT (Caltrans) bridge demolition and seismic retrofit projects.

Consulting Engineer | Principal Owner
1989 - 1995 JR Engineering & Structures
Performed complete structural and seismic design analysis for various types of new and existing residential and commercial projects, predominately in San Francisco, San Mateo, and Santa Clara Counties. Also performed structural forensic reviews, prepared written engineering evaluations, and developed corrective retrofit designs for existing damaged structures.

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Bob Berna

Senior Plans Examiner

Bob thoroughly understands the challenges modern building departments face having served as CBO for the City of Petaluma, California. He utilizes this unique knowledge in his approach to plan review, balancing the delivery of timely and accurate reviews while remaining responsive and approachable to the public. This valuable experience is also evident in that Bob specializes in working directly in-house for jurisdictions, having successfully served the cities of Roseville and Folsom. Bob is extremely skilled in all disciplines required to successfully bring projects to approval, having longtime experience with all types of residential and non-residential projects.

EDUCATION

Santa Rosa Junior College
Santa Rosa Training Center

PC832 Arrest Course | 1998

Butte College, Durham, CA
Building Inspection Technology Program, 1984-85

University of Southern California, 1974 - 75

Arizona State College, 1965-66

Training Coordinator, 1989 – 1990, Connerly and Associates Inc.

Served as instruction coordinator for statewide training seminars

REGISTRATIONS CERTIFICATIONS

ICC/ICBO Plans Examiner |0067020-60

ICC/ICBO Building Inspector | 13688

ICC/ICBO Electrical Inspector | 14325

ICC/ICBO Plumbing Inspector | 15052

ICC/ICBO Mechanical Inspector | 13457

ICC/ICBO Rehabilitation/Conservation Inspector |14802

ICC/ICBO Combination Inspector | 15440

IAMPO Mechanical Inspector | UMC-CA-30

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner
2006 – Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Senior Plans Examiner
2001 - 2006 Bureau Veritas

Reviewed residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Chief Building Official
1999 - 2001 City of Petaluma

Initially started as a three-month Interim Building Official moving to fulltime CBO. Received general direction from the Community Development Director in Managing, directing and coordinating the activities of the Building Inspection Division including the enforcement of city & state codes.

Plans Examiner |Building Inspector | Consultant Coordinator
1990 – 1999 City of Petaluma

Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner | Building Inspector
1989 - 1990 Willdan Associates

Reviewed residential and non-residential plans and structures for compliance.

Plans Examiner
1986 - 1990 City of Davis

Provided plan reviews for residential and commercial projects for compliance.

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EDUCATION

California Building Codes Credential | Washington State University

PC 832 - Arrest and Control

American River College | Sacramento CA

Certificate of Completion | Construction Supervision & Inspection

REGISTRATIONS
CERTIFICATIONS

Certified Access Specialist | CASp-087

Council of American Building Official Building CBO | 2171

ICC Certified Building Official | 0819718-CB

ICC Building Inspector | 0819718-B5

ICC Building Plans Examiner | 0819718-B3

UBC Building Plans Examiner | 0819718-60

ICBO/IAPMO Plumbing Inspector | 34090

ICBO/IAPMO Mechanical Inspector |51131

ACE III-Initial Disaster Housing Inspector | 2121

UBC Building Inspector | 0819718-10

UMC Mechanical Inspector | 0819718-44

ICC Plumbing Inspector | 0819718-P5

ICC Residential Combination Inspector | 0819718-R5

ICC Combination Dwelling Inspector | 0819718-56

UPC Plumbing Inspector | 0819718.34

ICC Accessibility Inspector/Plans Examiner | 0819718-21

ICC Mechanical Inspector | 0819718-M5

California State Energy Auditor | 3134

William (Bill) Miller, CBO, CASp

Senior Plans Examiner | Certified Access Specialist | Senior Inspector | Certified Building Official

Bill has more than 36 years of experience in the building and safety field. He has acquired extensive expertise in plan review, and inspection services through his long tenure as former Chief Building Official for the Town of Truckee, and Building Inspector/Plans Examiner for Nevada County.

Bill is skilled in directing, managing, supervising, and coordinating all programs and activities of a building department including permit issuance, plan review, building inspection activities and uses a practical approach to solving problems.

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner

2008 - Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards & California Accessibly Standards; State & local building codes, policies, amendments, and ordinances. Provides CASp services to a variety of clients.

Senior Plans Examiner/Manager

2006 - 2008 Bureau Veritas

Responsible for overseeing all the plan review operations and personally providing plan review services for residential, industrial, and commercials developments for various jurisdictions in Northern California.

Chief Building Official

1993 - 2005 Town of Truckee

Responsible for overseeing all Building Division operations including plan review, inspections, and counter service operations and providing plan review and inspection services for residential, industrial, and commercials developments within the Town limits. He developed comprehensive guidelines for plan review, inspection procedures, submittal requirements, and explored innovative ideas such as interactive internet permits, computer plan checks, and a voice recognition systems, to name a few.

Supervising Building Inspector

1983 – 1993 County of Nevada

Building Inspector/ Plans Examiner

1977 - 1983 County of Nevada

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EXPERTISE

ICC Plans Examiner

EDUCATION

BS, Civil Engineering,
California State University, Fresno, CA
May 2008

REGISTRATIONS
CERTIFICATIONS

ICC/ICBO Plans Examiner

ICC # 8018477

Engineer-In-Training
State of California

EIT# 130173

Annette Bevier, EIT

Senior Plans Examiner

Annette has experience performing life-safety, architectural, mechanical, plumbing, electrical, fire codes, accessibility and structural reviews in residential, multifamily and commercial projects, including specialty reviews of OSHPD 3 licensed clinics, industrial facilities, hotel/motels and residential care facilities. This valuable experience is also evident in that Annette specializes in working directly with applicants, designers and jurisdictions, having successfully served the the central valley and Nevada. She approaches plan review with her unique knowledge while balancing the delivery of timely and accurate reviews and remaing responsive and approachable to the public. Annette is extremely skilled in all disciplines required to successfully bring projects to approval.

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner

2007 – Present **NAFFA International | Interwest Consulting Group**

Lead project manager performing comprehensive plan review and client relations services for Central California. Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards, Fire Codes and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

INTERWEST
CONSULTING
GROUP

www.interwestgrp.com

Gabriela A. Scott

Plans Examiner

Gabriela has 12 years of combined experience in Plan Checking, Construction and various Building Department entities. She is skilled in providing plan checks as well building and fire sprinkler inspections for residential, commercial and industrial buildings. Gabriela has worked with local agencies for compliance with current regulations to obtain permits for construction.

EDUCATION

San Francisco Institute of Architecture | Master in Green Building Science | Pending

California State University | Construction Management | 1994

Fresno City College | Architecture and Construction | 1991

REGISTRATIONS CERTIFICATIONS

CABEC California Residential Energy Examiner

ICC Accessibility Plan Examiner/Inspector

ICC Building Inspector

ICC Building Plans Examiner

ICC California Building Inspector

ICC California Residential Inspector

ICC California Commercial Inspector

LEED Green Associate

San Joaquin Valley ICC Chapter | Treasurer

PROJECT SPECIFIC EXPERIENCE

Plans Examiner
2013 - Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards & California Accessibly Standards; State & local building codes, policies, amendments, and ordinances.

Building Official
2013 City of Sanger | Building Department

Responsible for overseeing Building Department. She provided plan review as well as inspection services for residential, industrial, and commercials developments to ensure compliance with building codes, ordinances and regulations. Processed grading permits, elevation certificates and assisted on site plan reviews, in addition to issuing building permits. She provided customer service by phone and over the counter for home owners, builders and general public on a daily basis.

Plans Examiner
2008 - 2013 County of Madera | Building Department

Performed residential and commercial plan reviews to ensure compliance with California building codes, County ordinances and regulations. She assisted contractors, architects, engineers and the general public with problems and questions concerning construction and legal requirements. Responsible for reviewing zoning and planning setback requirements. She also worked with FEMA, San Joaquin Air Pollution Control District, State Agencies HCD, DSA requirements for accessibility.

Building Plans Examiner
2005 – 2006 Willdan | Consultants

Residential Plans Examiner
2004 - 2005 City of Fresno | Building and Safety Division

Building Permit Assistant & Building Inspector
1998 - 2004 County of Merced | Building Division

Draftsperson/Permit Assistant
1996 - 1998 Western Homes

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Andrew Burke

Building Inspector

Andrew brings 11 years of industry experience in inspecting, administration and estimating. His formal training in ICC codes, as well as on the job experience, helps him to provide thorough and accurate commercial and residential inspections. Andrew's computer and customer service skills allows him to be very helpful as a permit technician. Andrew is an excellent asset to any building department both in the office and out in the field.

EDUCATION

Butte College 2012
AS Building Inspection Technology
AS Mathematics

CERTIFICATIONS

ICC# 08123443
ICC Commercial Building Inspector
ICC Residential Combination Inspector
ICC Residential Building Inspector
ICC Residential Electrical Inspector
ICC Residential Mechanical Inspector
ICC Residential Plumbing Inspector
ICC Residential Plans Examiner
ICC Permit Technician

PROJECT SPECIFIC EXPERIENCE

Plans Examiner/Building Inspector
2013 – Present Interwest Consulting Group

Provides life safety plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenent improvement and remodel projects. Inspects residential and commercial buildings for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibly Standards; state and local building codes, policies, amendments, and ordinances.

Accessibility Inspector
2012-2013 Disability Access Consultants

Inspected various buildings for accessibility compliance.

Building Department Intern
2012 Town of Los Gatos

Worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

Senior Estimator/Operations Manager
2008 – 2010 Lambard Enterprises Inc.

Andrew provided written estimates for flooring in various types and sizes of buildings. As well, he managed the estimating department and used electronic software to read building plans. He oversaw the Northern California operations.

Senior Estimator
2000 – 2008 CFI Contemporary Floors Inc.

Provided written estimates for flooring in various types and sizes of buildings and used electronic software to read building plans.

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Michael Renner

Plans Examiner

Michael has worked on and oversaw projects from one million square feet to small bathroom remodels. Having a vast experience in both commercial and residential constuction as well as code compliance, he is able to bring his knowledge and experience to the plan review process. Michael also is skilled at providing oustanding customer service and finishing even the largest of projects accurately and on time.

EDUCATION

Butte College
Building Inspection Technology Program

REGISTRATIONS CERTIFICATIONS

ICC# 00204018
Building Inspector
ICC Commercial Building Inspector
ICC Building Plans Examiner
ICC Residential Building Inspector
ICC Residential Plans Examiner
ICC Residential Mechanical Inspector
ICC Residential Electrical Inspector

PROJECT SPECIFIC EXPERIENCE

Plans Examiner
2013 – Present Interwest Consulting Group

Reviews residential and non-residential plans for compliance with California Building, Plumbing, Mechanical, Electrical Codes, Energy Standards and California Accessibility Standards; state and local building codes, policies, amendments, and ordinances.

Consultant
2009 - 2012 Self - Employed

Worked with various contracters in many diffferent aspects of construction.

Journeyman Carpenter
2006 - 2009 California Nail

Responsible for commerical projects up to one million square feet, from layout to finish, and completed these projects on time and on buget.

Construction/Shop Superintendent
2004 – 2006 Freestyle Concrete

Supervised the construction and installation of concrete countertops and floor overlayments, was also very involved with installation on many projects. Oversaw the complete running of the fabrication shop, hiring of employees and coordinating with contractors. Estimated material and worker requirements to complete projects.

Foreman | Estimator
2002 - 2004 The Nailing Company

Examined and inspected work progress and sites to verify safety. Also to ensure all specifications were met. Read blueprints to determine construction requirements, and plan procedures. Also estimated material and hours.

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Virgil Toothaker, CBO

Senior Plans Examiner | Certified Building Official

Virgil has over 29 years experience working within building departments successfully providing and supervising virtually all building department functions throughout his career. Virgil is an ICC Certified CBO and Building Inspector utilizing his vast experience to provide outstanding management, plan review and building inspection services for our clients.

Virgil makes a difference by developing solid partnerships with staff, developers and the public to achieve the goals of our clients. He continuously assists the customer by providing guidance and education on the construction and inspection process. Always helpful and personable he maintains a productive environment by conducting thorough plan reviews, maintains excellent communication and delivers a high level of customer service in a professional manner at all times.

PROJECT SPECIFIC EXPERIENCE

Building Inspector | Plans Examiner
2011 – Present Interwest Consulting Group

Provides comprehensive building and safety services to a variety of clients throughout California region.

Senior Building Inspector | Plans Examiner | Supervisor
1990 - 2011 El Dorado County Development Services

Virgil has several years of complex plan check for building and zoning codes. He trained and managed a large staff of 12 inspectors, 8 permit technicians, 7 support staff, 5 permit center planners and achieved significant improvements in their productivity. Virgil introduced new processes such as faxed in permits, drop off applications, over the counter permits, web mail-in applications, and a permit closure station. He also created an award-winning student garage plan program. Virgil was responsible for the permit archived and active file system and the daily operations of the Permit Center. The Permit Center averaged 5,000 permits a year with all supporting plans and documentation. He coordinated activities of associated departments such as engineering, planning, fire districts, transportation, school and water districts, and environmental management to ensure efficiency in the permitting process. Virgil attended Fire Chief and Fire Prevention Officers meeting for coordinating between the building department and fire districts and was Instrumental in getting the fire districts and other agencies on line with the LMIS permit system.

Virgil worked closely with customers and representatives of associated construction industries to evaluate and promote improved and expanded services in Permit Center. He attended meetings with local realtors, Builders Exchange, local schools and trade construction groups to explain the function of Building Services within the construction process. Virgil structured and maintained a comprehensive file room for thousands of active and archived files and records scanning process and improved the Permit Center in both the Placerville and Tahoe offices.

EDUCATION

Certificate of Achievement, Construction and Building Inspection
Diablo Valley College, Pleasant Hill, CA

United States Air Force, Electronic, Airborne Radar, College of the Air Force

Associate Degree Applied Sciences, Eastern Maine Technical, Bangor, Maine

REGISTRATIONS CERTIFICATIONS

CABO Certified Building Official | 1360

ICC Certified Building Official| 0829555-CB

ICC Certified Building Official Certification Maintenance Program

ICBO Building Inspector | 16542

ICBO Combination Inspector | 58967

ICBO/IAPMO Plumbing Inspector | 17658

ICBO/IAPMO Mechanical Inspector |22992

ICBO Electrical Inspector | 48149

ICC Building Inspector |0829555-10

ICC Plumbing Inspector |0829555-P5

ICC Building Plans Examiner| 5232473-60

ICC Mechanical Inspector|0829555-M5

ICC Combination Inspector | 0829555-50

ICC Electrical inspector|082555-E5

CBO Professional Development Program

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Chief Building Official| Inspector
1985 -1990 City of Martinez Building Department

Virgil was responsible for the Building Department operational management and budget. He worked directly with the city manager and city council for building and code enforcement issues. Virgil also supervised code enforcement and abatement staff for the City. He attended many other jurisdiction post earthquake damage meetings. Virgil inspected large commercial buildings, high-rise offices and industrial refinery buildings and performed extensive post inspections of the Loma Prieta earthquake recovery in the city. He plan reviewed complex projects and coordinated with outside contract engineering.

General Contractor
1980 - 1985 Owner |Martinez, CA

Owner and general manager of commercial remodeling construction company.

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EXPERTISE

Construction Inspection / Fire & Life Safety Plan Review

EDUCATION

ICC Building Plans Examiner
2000

General Contractor's B1 License
#335805
1976

Carpenter's Union Apprenticeship Program
1975

Sierra College Rocklin, CA
1972

REGISTRATIONS CERTIFICATIONS

ICC Commercial Building Inspector No. 4132020981
ICC Residential Building Inspector No. 4132020981
Build It Green – Certified Green Building Professional
ICC IRC Transition From the 1997 UBC
ICC IBC Special and Mixed Occupancies
ICC IBC Solving of Means of Egress Issues in Commercial Buildings
ICC IBC Nonstructural Fire and Life Safety Principles
ICC IBC Fundamentals Nonstructural Provisions
ICC IBC Fundamentals Structural Provisions
State of California Post disaster Evaluator Safety Assessment Training
SVABO Non-Residential Accessibility
SVABO Multifamily Accessibility Seminar
City of Sacramento Plumbing Residential Code Course
SVABO Guidelines and Requirements for Installation and Inspection of Structural Wood Panels
ICBO Means of Egress II
ICBO Load Path and Continuity in Engineered Wood-Frame Buildings
ICBO Wood Engineering Fundamentals
SVABO The Anatomy of a Perfectly Engineered Swimming Pool
City of Sacramento 2007 Champion of Safety Award

Thomas Oxley

Building Official | Senior Plans Examiner | Building Inspector

Tom has over 42 years of experience in the construction industry. Tom has been employed as a plans examiner and construction inspector for over 15 years. Tom has extensive experience providing plans examination services for commercial and institutional types of projects. Tom's experience as a plans examiner and familiarity with the current building codes is extremely beneficial to the clients he provides services to. Tom has also worked in the field as a construction foreman which provided him with working knowledge of construction practices as well as drawing interpretation. He is dedicated to maintaining his knowledge of the building codes and construction industry and is consistently attending seminars and classes to further his knowledge. Tom's code knowledge, construction background and dedication to the successful completion of projects make Tom an asset to the community he serves.

PROJECT SPECIFIC EXPERIENCE

Supervising Plans Examiner / Building Inspector / Building Official
2008 – Present Interwest Consulting Group

Providing plan review and inspection of residential and commercial projects for various clients. Additionally, Tom has served as interim building official for one of our clients.

Supervising Plans Examiner / Building Inspector
2004 – 2008 City of Sacramento Sacramento, CA

Supervised plan review staff of eight Plans Examiners. Completed plan review projects in a timely manner. Assisted the Field Supervisor when needed, resolve field inspection questions and issues. As the Development Services Safety Officer he conducted weekly safety meetings with 60 Building Inspectors as well as with five additional supervisors.

Building Inspector III
2002 – 2004 City of Sacramento Sacramento, CA

Provided commercial fire & life safety plan reviews for various projects including: Major renovations to the Cathedral of the Blessed Sacrament, City of Sacramento City Hall, and tenant improvement projects throughout the city.

Building Inspector II
1999 – 2002 County of Sacramento Sacramento, CA

Performed building inspections and trained as a Plan Examiner to review residential and commercial projects within the County of Sacramento. In 2000-2002, assigned to represent the City of Elk Grove. Duties for the City of Elk Grove included plan check of all residential projects within the City including major subdivisions. Responsible for training Building Inspectors , Plans Examiners, and inspected residential and commercial projects.

Carpenter Foreman
1992 – 1999 Harbison, Mahoney and Higgins

Field foreman coordinating activities of field personnel. Responsibilities included blueprint reading and layout review of eight multi-million dollar projects. Responsible for all work performed on each project.

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Dave Lasater

Plans Examiner | Building Inspector

Dave brings a wealth of knowledge and years of experience in the Building Inspection and Plans Examiner arena. He has worked on an extensive amount of plan reviews in his current position as Senior Plans Examiner and at his previous work experience with Clark County. He has completed over six thousand architectural plan reviews including electrical, mechanical, and plumbing on some of the most unique properties in Las Vegas. Dave has worked the plan review counter assisting the public, contractors, architects, and in some cases engineers with complicated code questions and over the counter reviews. He has also completed cost evaluations on all types of properties for permit issues. Dave's breadth of expierence with various types of building construction makes him a valuable asset.

EXPERTISE

Plans Examiner Specialist
Building Inspector

REGISTRATIONS CERTIFICATIONS

ICC Commercial Plans Examiner | 5258777
ICC Commercial Building Inspector
ICC Plumbing Plans Examiner ICC Fire Plans Examiner
ICC Accessibility Plans Examiner & Inspector
ICC Fire Inspector
ICC Residential Building Inspector
ICC Residential Plans Examiner
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector

PROJECT SPECIFIC EXPERIENCE

Senior Plans Examiner Specialist
2011 – Present Interwest Consulting Group

Performs residential and commercial plan reviews for the town of Atherton including complex custom homes. Provides inspections in the field for all disciplines as needed; assisting architects, contractors and home owners at the counter for permit issue and code questions. Also provided additional reviews on the Trans Bay Terminal, Menlo Schools, and Sacred Heart School.

Plans Examiner Specialist
Clark County, Development Services | Clark County, NV

Responsible for commercial plans examinations including all disciplines, trained co-workers for architectural tenant improvement reviews, and worked with the public for smaller improvements. Reviewed all construction types and occupancy groups, accessibility compliance, and fire protection reports on major projects, such as projects on the Las Vegas Strip. Performed over the counter plan review for commercial tenant improvements. Worked with electronic plan submittals.

Plans Examiner | Draper, UT
As a contract consultant for Clark County, duties included commercial and residential plan review. Reviewed plans primarily from Clark County from large commercial to complex residential plans, along with a few plans throughout Utah.

Plans Examiner Specialist | Clark County, NV
Worked on commercial and residential plan reviews, most for commercial tenant improvement reviews over the counter including all disciplines. Answered code review questions for engineers, architects, contractors, and property owners. Provided valuations for permit fees and assisted other co-workers with plan review questions.

Residential and Commercial Building Inspector | Park City, UT
Provided residenital & commercial buiding inspections.

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EXPERTISE

Certified Access Specialist
Plans Examination
Code Enforcement
Building Inspection

EDUCATION

Carpenter's Union Apprenticeship Program, Local 944, Colton, CA
Journeyman and Welding Certification

REGISTRATIONS
CERTIFICATIONS

Certified Access Specialist (CASp #475)
ICC# 5297248
UBC Building Inspector
ICC Commercial Building Inspector
ICC California Commercial Building Inspector
ICC Residential Building Inspector
ICC California Residential Building Inspector
State of California Safety Assessment Program 62071
2013 CALBO Access Committee

Dominick J. Octavio, CASp

Plans Examiner | Certified Access Specialist | Building Inspector

Dominick brings over 17 years of building industry and construction experience. His formal training in ICC codes, as well as on the job experience, helps him provide thorough and accurate commercial and residential inspections and plan review. Dominick's high level customer service coupled with his technical knowledge allows him to be very helpful to residents and developers in the community. He always strives to answers questions and search for solutions to field issues related to building projects.

PROJECT SPECIFIC EXPERIENCE

Plans Examiner/ Building Inspector
2013- Present Interwest Consulting Group

Dominick provides CASp services to a variety of clients throughout Central California. Dominick provides plan review and building inspection services for both residential and commercial building projects. He utilizes his code knowledge to assist with positive outcomes for difficult and complicated building code related activities. He has acquired expertise in CASp building inspection services and utilizes his accessibility knowledge to assist our clients with evaluating access issues.

Building Department Supervisor
2006-2013 County of Madera

As Building Inspector II, Accessibility Inspector, and Supervisor, Dominick managed both the office staff as well as a combination of building inspections for commercial and residential structures. He also provided plan review services and performed accessibility inspections for the entire county.

Building Inspector II
2003-2006 County of Riverside

Dominick performed building, plumbing, mechanical and electrical inspections for single family and multi-family residential projects and commercial projects for the entire County.

Journeyman Carpenter, Steel Framing, Welder
1996 – 2003 Carpenter's Union Local #944

As a journeyman, Dominick cultivated his experience in commercial steel framing and welding, drywall, lathing, fire rated wall construction, plan reading and layout. He worked on all aspects of carpentry from forming through rough framing to finish trimming. He is experienced in reading and interpreting blueprints, drawings and code compliance.

Journeyman Roofer
Previous Yrs. – 1996 Bryant Universal Roofing Inc.

He attained experience as a journeyman roofer as well as foreman roofing and waterproofing experience

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Joe Abdou

Electrical Engineer

Joe has extensive experience with design, inspection and plan review of electrical distribution systems for all types of buildings. He has over 36 years experience working with the National Electrical Code and has a wide-ranging working knowledge of code requirements.

Joe posesses vast knowledge of the industry and works effectively across-the-board with architects, engineers, developers, contractors, inspectors, city officials, and clients ensuring successful completion of all projects.

EDUCATION

BS, Electrical Engineering |
California State University Sacramento

PROJECT SPECIFIC EXPERIENCE

Senior Electrical Plan Reviewer
2006 – Present Interwest Consulting Group
Electrical plan review Engineer for Interwest Consulting Group. Projects reviewed include mall buildings, multi-story hotels, commercial office buildings, industrial plants, apartment complexes, tenant improvements, and resort projects.

Senior Electrical Engineer
1986 – 2006 State of California | Military Department
Performed project design, assembled technical specifications, and estimates. Duties included site inspection, and project plan review for Armory buildings, maintenance repair shops, and training sites. He also prepared technical reports with recommendations and budget cost estimates.

Electrical Plan Reviewer
1996 – 2001 Albert Kong Consultants
Performed electrical plan reviews of various projects; including manufacturing facilities, shopping centers, childcare centers, restaurants, grocery stores, office buildings, warehouse complexes, and tenant improvements.

Electrical Design Engineer
1981 – 1986 State Department of Transportation, CALTRANS
Perform lighting and power design for state buildings/projects, such as highway lighting and traffic signals, truck scale facilities, roadside rest area facilities, pumping plants along freeways, and maintenance buildings statewide.

Electrical Field Engineer
1973 – 1979 Overseas Oil and Gas Industry

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EDUCATION

BSME, California Polytechnic State University, San Luis Obispo

Credentialed Instructor, Los Rios Community College District Campuses: Cosumnes River College, Folsom Lake College, & Sacramento City College

REGISTRATIONS
CERTIFICATIONS

Mechanical Engineer
State of California | 31455

Certificate Fire Protection Engineering | University of California Davis Extension

Certificate in HVAC and Refrigeration | University of California Davis Extension

PROFESSIONAL
AFFILIATIONS

American Society of Heating, Refrigerating & Air Conditioning Engineers

American Society of Mechanical Engineers

National Fire Protection Association

American Society of Plumbing Engineers

David Castillo, CBO, ME

Mechanical Engineer | Certified Building Official

David brings more than 22 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. His expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers.

David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. David has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi Rise Commercial Buildings.

PROJECT SPECIFIC EXPERIENCE

Senior Plan Review Engineer
2012– Present Interwest Consulting Group
Perform plan review services for a variety of jurisdictions.

Senior Mechanical Engineer
2001– 2012 State of California, OSHPD Group
Perform plan checking of mechanical systems for hospitals, skilled nursing facilities, and surgery centers to ensure code compliance with the CBC, CMC, CPC, and NFPA.

Vice President
2000 – 2001 Technical Engineering Group, Inc.
Acquire new clients, maintain existing clients, prepare proposals. Perform heating and cooling load calculations, lay out mechanical designs for central plant systems, chilled water systems, heating hot water systems and variable air volume systems for hospitals, prisons, and educational facilities. Perform in house plan check of all projects. Engineer of Record for all projects. Knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager | Lead Mechanical Engineer
1999 – 2000 Mazzetti & Associates
Project management for all aspects of mechanical design on prisons, hospitals, pharmaceutical facilities, and office buildings. Familiar with cGMP and all classes of clean rooms related to manufacturing facilities. Knowledgeable of CMC, CPC, CBC, NFPA and OSHPD.

Project Manager | Lead Mechanical Engineer
1997 – 1999 Interface Engineering, Inc.
Lead engineer for the Mechanical Division of a Mechanical/Electrical engineering firm. Initiated and implemented the writing of a Project Management Procedures Manual for company wide use. Performed heating and cooling load calculations, layout of mechanical designs for central plant systems, chilled water systems, heating hot water systems, variable air volume systems, and write specifications.

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Mechanical Designer
1994 – 1997 Edward Rios & Associates
Responsible for all aspects of HVAC, process piping and plumbing design and drafting for a mechanical engineering firm. Performed heating and cooling load calculations using Trane Trace analysis software.

Mechanical Designer
1991 – 1994 The Spink Corporation
Responsible for all plumbing and process piping design and drafting for the Mechanical Division of a 115-person multi disciplinary engineering firm. Drafting was done using AutoCAD Release 11. Primary responsibilities included running HVAC loads using Trane "Load 600" analysis program, Title 24 compliance, and field work for remodel/rehabilitation projects.

Mechanical Designer | Estimator
1986 – 1991 Mark III Engineering Contractors
Performed material takeoffs for plumbing and HVAC. Designed HVAC and plumbing for commercial projects. Priced out projects and submitted bids to general contractor. Project managed field staff to completion of work.

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Dirk F. Hofheinz, P. E.

Electrical Engineer

Dirk has over 20 years experience performing electrical designs for facilities in California. His background includes all aspects of power, lighting, and signal for complete buildings, offices, department stores, restaurants, schools, and hospitals. Additional work experience includes design of MDF, server rooms and data centers including EPO shut down controls. Dirk's experience also includes emergency back-up power systems which included generators, inverters, and uninterruptible power supplies. Dirk is dedicated to maintaining his electric skills and knowledge of California building codes, laws and regulations related to his field. His expertise also includes AutoCAD, Energy Pro.

EDUCATION

BS, Electrical and Electronic Engineering, Emphasis in Power
| California State University, Sacramento

Minor, Business Administration
| California State University, Sacramento

REGISTRATIONS CERTIFICATIONS

Electrical Engineer
State of California | E16365

PROJECT SPECIFIC EXPERIENCE

Electrical Engineer
1995 – Present

Directed local and remote office associates, including supervising and reviewing staff work. Trained and developed designers and maintained deadlines. Coordinated amongst architects, end users, mechanical, structural, plumbing, and civil engieers for new, remodel and major renovations of commercial facilities.

Engineering Technician
2003 – 2006 Apparatus Unlimited Inc.

Inspected and tested new and in-use electrical power distribution equipment and systems, including harmonic studies, transformer analysis, relays (ground fault, overcurrent, under voltage, phase sequence), switch gear assemblies, and circuit breakers. Enforced NETA guidelines throughout all phases of testing.

Electrician
1984 – 1991 D.C. Halleran Electric

Journeyman electrician for all aspects of housing and light commercial work.

Draftsperson - Wireman
1979 – 1983 H & G Engineering Inc.

Preformed all phases of construction of control panels, from drafting and wiring, to on-site installation.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
4Leaf, Inc.
for
Plan Check Services

THIS AGREEMENT is made this 22nd day of September, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **4Leaf, 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 plan checking services ; and

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

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Forty Thousand and 00/100^{ths} Dollars ($140,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF TERM OF AGREEMENT: This Agreement shall become effective on September 22, 2015 and end on June 30, 2017, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 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.

7. 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.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

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

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

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

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

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans,

specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

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

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

for CONSULTANT: **4LEAF, Inc**
2110 Rheem Dr., Ste A
Pleasanton, CA 94588
PHONE: (925) 462-5959
FAX: (925) 462-5958

for CITY: **CITY OF TURLOCK**
ATTN: Mike Pitcock
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Eric A. Picciano
Building Department
156 S. Broadway, Suite 130
Turlock, California 95380-5456
Telephone: (209) 668-5560
E-mail: epicciano@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 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

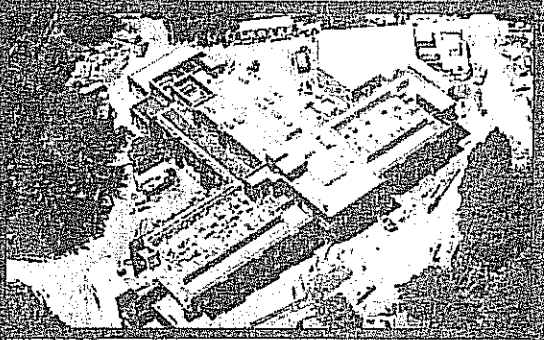
4LEAF, Inc.
2110 Rheem Dr., Ste. A
Pleasanton, CA 94588

By: _____

Title: _____

Print name: _____

Date: _____



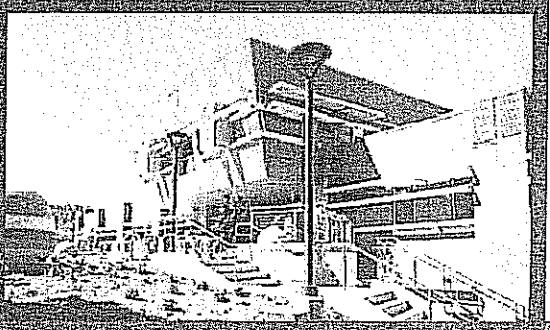


EXHIBIT "A"
Agreement No. 15-123

PROPOSAL TO PROVIDE

BUILDING PLAN CHECK & INSPECTION SERVICES

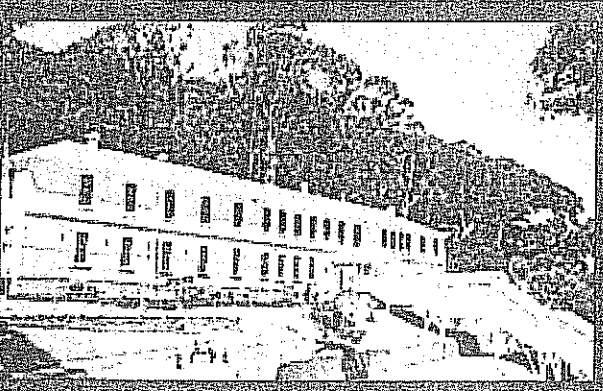
FOR THE

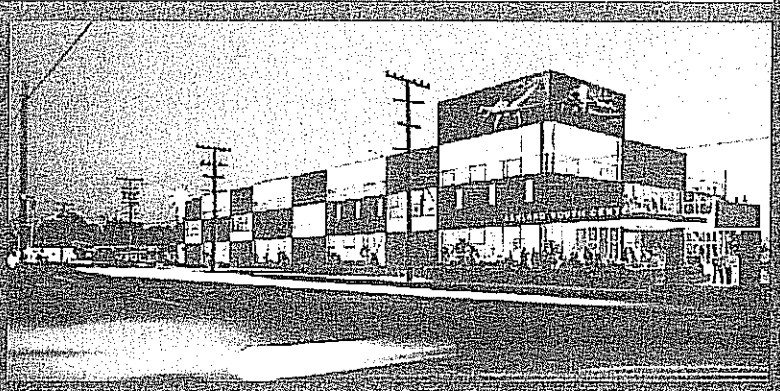
CITY OF TURLOCK
156 S. BROADWAY, STE. 130
TURLOCK, CA 95380

ATTN: ERIC PICCIANO, P.E.

April 9, 2014
Provided By:

4LEAF, INC.
ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK





City of Turlock
156 S. Broadway, STE 130
Turlock, CA 95380
Attn: Eric Picciano, P.E.

April 9, 2014

RE: Proposal to Provide Building Plan Check and Inspection Services to the City of Turlock

Dear Mr. Picciano:

4LEAF, Inc. (4LEAF) is excited to have the opportunity to present our proposal to provide Plan Check and Inspection Services to the City of Turlock. 4LEAF is the ideal choice for the following reasons:

☑ Local Experience
4LEAF was established in 1999 and incorporated in 2001 and is a full-service engineering firm specializing in providing plan review, building and fire inspection, and building department management services. Currently, we are supplying similar services to nearly 100 public agencies throughout California including the nearby municipalities such as the City of Stockton, Tracy, Lathrop, Brentwood, Livermore, Turlock, and the Counties of San Joaquin and Stanislaus.

☑ Depth of Resources
Regardless of the type of personnel you are looking for, 4LEAF has the depth of resources to provide **local** staff on short notice. 4LEAF has a proven track record of providing inspectors, permit technicians, and plan review engineers typically **within 24 hours of request**. 4LEAF has the **largest inspection pool** in the industry and has the desire to serve any building inspection or plan review needs the City of Turlock may have, regardless of duration. The City of Turlock will have access to 4LEAF's comprehensive plan review team which includes Engineers, Architects, Fire Inspectors / FPE's, and ICC-Certified Plan Review staff.

☑ Service Oriented
4LEAF is the Building & Safety industry's leader in customer service programs. 4LEAF's Plan Review Services include:

- Structural Engineers and mechanical/Electrical/Plumbing Plan Review Staff
- Fire Review
- Less than 24 hour personal pick-up and delivery of all plan reviews performed off site
- Electronic plan review services / expedited plan review services
- Hourly plan review
- Special negotiated discounted rates for large/complex reviews
- Immediate response from 4LEAF's project manager or management team on all questions and requests

☑ **Large Building Inspection Project Staffing**

4LEAF has the largest group of building inspectors in Northern California. We currently manage four large contracts with large inspection teams of approximately ten or more staff. Some of these inspection contracts also comprise of plan review. The agencies include:

- State of California Departments of Parks and Recreation
- City of Dublin
- City of Palo Alto
- City of Cupertino

☑ **Continuity**

While much of the Building Safety Services industry has seen tremendous turnover, 4LEAF has maintained much of its core operation including the majority of our plans examiners, engineers, and building inspection staff. 4LEAF principals and project managers have the experience to handle any requests. You can be confident that you will be dealing with Management staff that understands your department and service protocols.

4LEAF looks forward to the opportunity to serve the City of Turlock. Should you have any questions, I may be reached at the office at (925) 462-5959 or on my cell at (925) 580-4055. I may also reach me via e-mail at ctole@4leafinc.com.

Sincerely,
4LEAF, Inc.

Craig Tole
Director of Development Services

Section 1 – Firm Qualifications

4LEAF, Inc. (4LEAF) is a locally owned and operated firm with offices throughout Northern California. **4LEAF was established in 1999 and incorporated in 2001** by experienced Engineers with a focus on providing Plan Review and Building Inspection Services to municipal building departments combined with the goal of setting the industry standard for excellent customer service. 4LEAF has **more than 140 personnel** spread throughout California, Nevada and Washington. 4LEAF is the largest building department services provider in the area we and have a wealth of personnel ready to serve the City of Turlock. 4LEAF has a proven track record of having quality personnel readily available to handle any request regardless of size or complexity.

Staff

Title	*# of Staff*	*Title*	*# of Staff*
ICC Certified Plans Examiners	25	ICC Certified Inspectors	55+
ICC Certified Building Officials	10	Registered Architects	3
Registered Engineers (PE, SE)	20	ICC Permit Technicians	8
Code Enforcement Staff (PC832)	8	CASp	9
Inspectors of Record (DSA, OSHPD)	12	QSP/QSD	3

Inspection Staffing

4LEAF has an inspection team of nearly 100 inspectors working throughout California. We currently supply services to many of Turlock's neighboring agencies in different capacities. Some of our local clients include the City of Stockton, the Port of Stockton, the City of Livermore, Pleasanton, Brentwood, Dublin, Manteca, Lathrop, Stanislaus County, and San Joaquin County. 4LEAF has also supplied inspection services to projects including Tracy's Amazon Warehouse, the Stockton Ball Park and Arena, Calaveras County Jail, Ashland Youth Center, and the Taube- Koret mixed-use senior living facility. 4LEAF's inspection services include:

- **As-Needed Daily Inspections (on-call) → Available upon request – 24 hours or less**
- **Part-Time Inspection Services (on-call) → Available upon request – 24 hours or less**
- **Full-Time Inspection Services → Available upon request – 48 hours or less**
- **Project Inspectors → Available upon request – 48 hours or less**

Plan Review

- On-Site Review – 4LEAF can provide Structural and Non-Structural plans examiners to work in your City office on an as-needed basis. 4LEAF currently performs this service for ten different jurisdictions throughout Northern California including Sacramento, San Joaquin County, Gilroy, Danville, Livermore, Palo Alto, East Palo Alto, etc.

- Off Site Review – 4LEAF works with more than 75 jurisdictions providing off-site plan review services. 4LEAF has more than 25 plans examiners on staff including 15 Plan Review Engineers, three Fire Protection Engineers, and more than 20 ICC certified Plan Check staff. **4LEAF staff will pick-up and drop-off all projects in person to ensure the most efficient services. 4LEAF currently provides this service to each plan review client.**

Project Inspection

4LEAF is the Northern California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Large Cupertino Development (TBD)
- VMware ($1.3 Billion)
- Taube-Koret CJL ($350 Million)
- UC Merced Phase 1 ($350 Million)
- California Dept of Parks and Recreation (DPR) ($250 Million)
- St. Joseph's Hospital, Stockton, CA ($120 Million)
- BART Dublin Station, Dublin, CA ($116 Million)
- Lawrence Berkeley National Lab CRTF ($115 Million)
- Los Angeles Downtown Park ($100 Million)
- Stockton Ball Park and Arena ($100 Million)
- Calaveras County Jail ($68 Million)
- Downtown Health Center, Santa Clara County ($50 Million)
- OSHPD Campus Work, Stanford University ($50 Million)
- S.F. Muni Metro East (~$50 Million)
- College of Marin Math Science Building ($49 Million)
- Ashland Youth Center, Alameda County ($40 Million)
- Lafayette Library and Learning Center ($40 Million)
- City of Tracy Amazon Warehouse (TBD)
- County of San Luis Obispo Women's Jail ($34 Million)
- Mitchell Park Library, Palo Alto ($30 Million)
- Clark County Bus Rapid Transit ($25 Million)
- Biltmore Adjacency, City of Cupertino ($23 Million)
- College of Marin Diamond P.E. Center ($16 Million)
- San Francisco Unified School District Renovation Projects ($15 Million)
- County of San Luis Obispo Juvenile Hall ($13 Million)
- Angel Island Immigration Station ($12 Million)
- Santa Clara County, Berger One and Two Remodels ($11 Million)
- City of Sacramento Fire Station #20 ($10 Million)
- City of Sacramento Fire Station #30 ($10 Million)
- Concord Naval Weapons Station ($10 Million)
- Aerojet Defense and Space contractor facility upgrades ($10 Million)
- City of Hayward Fire Station # 2 & 5 ($10 Million)
- City of Dublin Fire Station # 17 ($8 Million)
- City of Dublin Fire Station # 18 ($7 Million)
- West Valley Mission Community College District Fire Alarm Replacement

Public Works Projects

- Large Cupertino Development (TBD)
- City of Walnut Creek Streetscape ($TBD)
- Amtrak Extension, Sac RT ($40 Million)
- America's Cup Marina ($25 Million)
- Richmond Field Station ($25 Million)
- Yosemite Slough, Candlestick Pt. ($14 Million)
- PG&E Gas Pipeline Replacement ($10 Million)
- Downtown Burlingame Utilities ($8 Million)
- W. Sacramento Capitol Ave ($7 Million)
- W. Sacramento Tower Bridge ($6 Million)
- Auburn Blvd, Citrus Heights ($5 Million)
- City of Cotati Train Depot ($1.7 Million)
- Clark County I-215 Interchange ($50 Million)

City of Dublin, CA

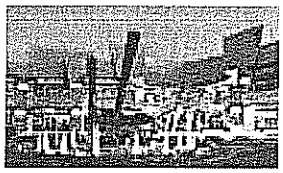
On-Call Plan Review, Code Enforcement, and Inspection Services

4LEAF has an on-call contract with the City of Dublin Building Department to provide third party plan review, code enforcement, and inspection services. 4LEAF is responsible for work being performed within the City's jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as **14 continuous staff to the City of Dublin** over the course of this ongoing contract.

4LEAF inspection staff members have provided combination building inspection services for some of the City's most important *commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries,* and countless *capital improvement projects.* 4LEAF inspection staff members have also provided combination building inspection services on numerous *high-density residential projects* which routinely required Type V 1 hour inspections.

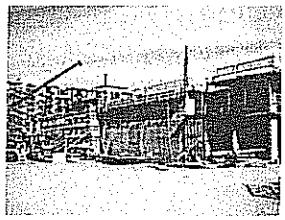
Project Highlights

4LEAF inspection staff have provided combination building inspection services for some of the City's most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects, these include:



- Ulfert's Center
- Grafton Station
- Gateway Medical Center
- Tassajara Ranch
- Emerald Place
- City of Dublin Library

4LEAF inspection staff has provided combination building inspection services on numerous high-density residential projects which routinely required Type V 1 hour inspections. These include:



- Avalon Bay
- Sorrento
- Schaffer Ranch
- Dublin Ranch
- Tralee

Annual Contract Value: $1,000,000

Agency Name:	City of Dublin
Contact Name:	Gregory Shreeve, C.B.O., Chief Building Official
Contact Telephone:	Office: (925) 833-6620
Contact Email:	Gregory.Shreeve@ci.dublin.ca.us
Population:	46,600
Employees:	Currently approximately ten (10) 4LEAF employees
Services:	Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection
Date of Service:	2002 - Present

City of Palo Alto

Building Inspection, Permit Technician, Plan Review

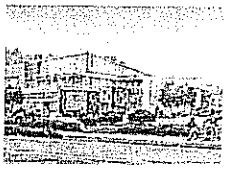
Miscellaneous jurisdictional inspection assignments

Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.

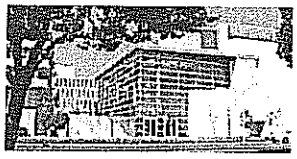
On-Site Plans Examiners

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. All Plans Examiners are registered Engineers in the State of California and are responsible for reviewing larger projects between $100,000 to $50,000,000 under the direction of the Chief Building Official. In addition, they will also assist the Permit Counter with over-the-counter plan reviews and general questions from the public. Some of the most recently reviewed projects include Skype, Stanford Medical Center, Technology Credit Union, and VM Ware.

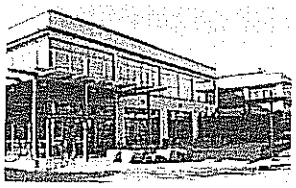
Inspection Services (Project Specific)



4LEAF is also providing the Project Inspector on the City of Palo Alto new **Mitchell Park Library and Community Center** under Turner Construction Management. 4LEAF is responsible for performing combination inspections and the project is on track for LEED Gold Certification. The project consists of a new 56,000 square foot joint facility that will replace the two former facilities. The new Mitchell Park Library and Community Center is a highly sustainable joint-use facility that will be a vibrant destination for civic, cultural, social, educational, and recreational activities.



4LEAF provided the building inspection services on the **Taube- Koret Campus for Jewish Living**. This project replaced the old Sun Microsystems space and made way for a 8.6 acre and **$350 Million** mixed used facility which included Senior Housing, Gymnasium, in-door and outdoor swimming pools, parking structure, theatre, school, etc. This project won several awards and was a huge benefit to the community.



4LEAF is providing two full-time inspectors to the VMware campus. This project is a **$1.3** expansion project at the Stanford Research Park. This project includes construction of an extensive expansion and renovation of the current corporate office campus totaling approximately 800,000 SF and three (3) parking garage structures for approximately 2,900 stalls. This project is pending LEED Certification.

Annual Contract Value: $2,100,000

Agency Name:	City of Palo Alto
Contact Name:	Larry Perlin, P.E., Chief Building Official
Contact Telephone	Office: (650) 329-2550
Contact Email:	Larry.Perlin@CityofPaloAlto.org
Population:	64,600
Employees:	Currently approximately fourteen (14) 4LEAF employees
Services:	Plan Review Engineering, Counter Technicians, Green Building Consulting, Project Management, and Building Inspection Services
Date of Service:	2007 - Present

Town of Danville, CA

On-Call Building Department Services

4LEAF provides on-call building department and public works services for the Town of Danville. 4LEAF has completed hundreds of projects for the Town and has helped streamline their plan review process from 15 days to less than 10 days. Projects include numerous tenant improvement projects, residential and commercial jobs such as a Costco Cooler project. 4LEAF provides the Town with on-site plan examiners, inspectors, and public works staff.

Annual Contract Value: $350,000

Agency Name:	Town of Danville
Contact Name:	Mike Leontiades, C.B.O.
Contact Telephone:	Office: (925) 314-3301
Contact Email:	MLeontiades@danville.ca.gov
Population:	42,700
Employees:	Currently approximately three (3) 4LEAF employees
Services:	Plan Review Services
Dates of Service:	February, 2012 - Present

County of San Joaquin, CA

On-call Plan Review and Inspection Services

4LEAF has worked with the County of San Joaquin since 2003 in a variety of capacities. Most recently 4LEAF has been assisting the County as the sole plan review firm on numerous County projects under the direction of the Building Official. 4LEAF has completed multiple projects including several Dollar General grocery store conversions and master plans for Shea Homes.

Over the years, 4LEAF has provided on-call building inspection services for projects throughout the County. Most recently, 4LEAF was providing inspection assistance on the County's Mountain House residential projects located off of highway 580 between Livermore and Tracy. This community began in 2005 and is still under construction as the Valley's first Master Planned Community.

Annual Contract Value: $100,000

Agency Name:	County of San Joaquin
Contact Name:	Eric Merlo, AIA, Senior Plan Review Engineer
Contact Telephone:	Office: (209) 468-3179
Contact Email:	emerlo@sjgov.org
Population:	702,600
Employees:	Currently approximately one (1) 4LEAF employees
Services:	Plan Review and Inspection Services
Dates of Service:	2003 - Present

City of Walnut Creek, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call plan review, fire plan check, and inspection for multiple projects throughout the City of Walnut Creek. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge. Currently 4LEAF is providing two full-time inspector and off-site plan review services.

Annual Contract Value: $100,000

Agency Name:	City of Walnut Creek
Contact Name:	Frank Luna, Senior Building Inspector
Contact Telephone:	Office: (925) 943-5800
Contact Email:	luna@walnut-creek.org
Population:	64,300
Employees:	Currently approximately three (3) 4LEAF employees
Services:	Plan Review and Inspection Services
Dates of Service:	2006 - Present

City of Cupertino, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City. 4LEAF has recently reviewed a 17.4 acre Downtown Cupertino project that includes 130,000 sq ft of retail space, 100,000 sq ft of office space, and 160 units of high-end senior Housing. 4LEAF was also recently awarded a building inspection contract for a very large office complex and parking structure.

Annual Contract Value: $5,000,000

Agency Name:	City of Cupertino
Contact Name:	Albert Salvador, P.E., C.B.O., Building Official
Contact Telephone:	Office: (408) 777-3328
Contact Email:	AlbertS@Cupertino.org
Population:	59,200
Employees:	Currently approximately six (6) 4LEAF employees
Services:	Plan Review and Building and Public Works Inspection Services
Date of Service:	2010 - Present

County of Stanislaus (Capital Projects), CA

On-Call Plan Review and Inspection Services

4LEAF was selected to provide on-call plan review services for the County of Stanislaus Capital Projects (Public Works) Division. Under this contract 4LEAF performs on-call building inspections and/or plan review duties on behalf of the County. To date, 4LEAF has just completed our first three projects for the County which was a jail bed replacement project and was recently awarded the Psychiatric Facility.

Purchase Order per project

City of Sacramento, CA

Plan Review, Permitting, and Inspection Services

Since 2004 4LEAF has provided plan review and inspection services under an on-call contract with the City of Sacramento Planning and Building Department for work being performed within the City's jurisdiction.

4LEAF is contracted to provide the City with Building Department Services that include:

- Permit Counter Services
- Residential Building Inspections
- On-site Plan Review (Over the Counter)
- Off-site Plan Review
- Third Party Plan Review
- On-Call Commercial Inspections

Annual Contract Value: $1,000,000

Client Name:	City of Sacramento
Client Contact:	Ryan Devore, PE, C.B.O., Chief Building Official
Client Telephone:	Office: (916) 808-8860
Client Address:	300 Richards Blvd, 3rd Floor, Sacramento, CA 95811
Email:	rdevore@cityofsacramento.org
Services:	Plan Review, Counter Technicians, Code Enforcement, Waste Management, Capital Projects, and Building Inspection Services
Dates of Service:	2005 - Present

County of Fresno, CA

Plan Review Services & On-Call Inspection Services

4LEAF provides plan review services for the County of Fresno building and public works division. 4LEAF was chosen due to its growth in the Central Valley and our ability to handle a high volume of plans within the timeframe the County is seeking and provide inspections as-needed.

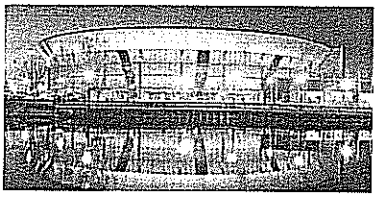
Annual Contract Value: $50,000

City of Stockton, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF provides staff augmentation to this Municipal Building Department. 4LEAF has supplied as many as five staff members to perform building inspections and other consulting services for projects within its jurisdiction. 4LEAF provided Inspector of Record (IOR) services for the Stockton Events Center project, which opened in 2005, and has performed a multitude of plan reviews (on-site and off-site) for the Building Department as a part of the City's third party plan review list.

Project Highlight



4LEAF, through the on-call contract for building department services with the Building Division, seconded an employee to the Public Works Department to perform IOR services for the Stockton Events Center project. The project consisted of a 10,000 seat enclosed arena, 5,000 seat baseball stadium, a 600-stall parking garage, 178-room hotel, 65,000 square feet of retail and restaurant space and numerous other improvements supporting the project. 4LEAF staff was responsible for the baseball park and the enclosed arena portions of the project. Services included:

- Participate in weekly progress meetings
- Review of Submittals
- Documenting Contractor's work
- Daily Inspections and Reports
- Daily Digital pictorial logbooks
- Continuous review of contract documents
- Review Contractor's schedule
- Review and evaluate potential claims
- Develop deficiency lists
- Maintain list of as-built changes

Annual Contract Value: $250,000

Client Name:	City of Stockton
Client Contact:	Carl Hefner, Deputy Director
Client Telephone:	Office: (209) 937-8842
Client Address:	345 N. El Dorado Street, Stockton, CA 95202
Email:	carl.hefner@stocktongov.com
Services:	Plan Review, Fire Plan Review, and Building Inspection Services
Dates of Service:	2001 - Present

City of Lathrop, CA

Plan Review Services & On-Call Inspection Services

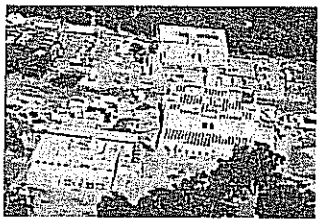
4LEAF is currently supplying off-site plan review services to the City for multiple complex commercial projects and a numerous new residential and tenant improvement projects. 4LEAF has met or exceeded all plan review deadlines including expedited reviews. 4LEAF has completed more than 100 plans including an expedited review to turn around an important plan check for Del Osso Farms which included a new general store and snow slide structure prior to the holiday season.

Annual Contract Value: $20,000

County of Calaveras, CA

Plan Review Services and Inspection Services

4LEAF performed the plan review and is currently performing the inspection services for the new County Jail facility in the County of Calaveras. The $80-million facility in San Andreas will relieve crowding and enable the county to expand its drug treatment and educational programs. The complex consists of three buildings—a 73,000-sq-ft jail and a 14,000-sq-ft dormitory, which will be co-located with a 39,000-sq-ft sheriff's administration facility. 4LEAF is performed the structural, building, electrical, mechanical, plumbing, and title 24 reviews and will be providing subsequent inspection services to ensure all code compliance is met.



Annual Contract Value: $225,000

Tuolumne County, CA

Plan Review Services and On-Call Inspection Services

4LEAF is responsible for performing on-call plan review services for both commercial and residential projects in Tuolumne County. 4LEAF has provided precise plan reviews that consistently meet all designated timelines set forth by the County. 4LEAF has become one of Tuolumne County's most reliable plan review providers by keeping consistent communication with the building department, attending monthly meetings and delivering completed plan reviews on time. 4LEAF just completed plan review for a $30 million juvenile detention center.

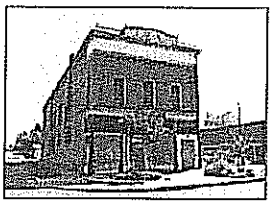
Annual Contract Value: $20,000

City of Galt, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing On-Call Plan Review, Fire Plan Check, and Inspection for multiple projects throughout the City of Galt. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge.

Oddfellows, City of Galt, CA



4LEAF performed a comprehensive code review for the seismic retrofit of an existing unreinforced masonry building. This historic building is a two story 8000 sq ft URM building which is projected to be a future restaurant. This review consisted of structural, life-safety, accessibility, plumbing, mechanical and electrical building code conformance reviews. 4LEAF verified conformance to the 2007 California Historic Building Code & the 2007 California Building Standards as adopted by the City of Galt.

Annual Contract Value: $50,000

City of Roseville, CA

Plan Review Services & Inspection Services

Craig Tole and Joe Nicolas are the Client contacts for this contract. 4LEAF is contracted to provide plan review services for the City of Roseville Building Department. 4LEAF was one of three firms chosen during the selection process at the end of 2011 to help assist with overflow and third party plan reviews as needed. Currently 4LEAF has three staff working in the City, including two full-time building inspectors.

Annual Contract Value: $200,000

City of Folsom, CA

Plan Review and Inspection Services

Craig Tole and Joe Nicolas are the Client contacts for this contract. 4LEAF is contracted to provide plan review and inspection services for the City of Folsom's Building Department. 4LEAF is often called upon to help perform on-call inspection services when there is a spike in permit activity or to augment when a full-time inspector is absent due to vacation, illness, training, etc. 4LEAF is able to respond to their needs within 24 hours of request.

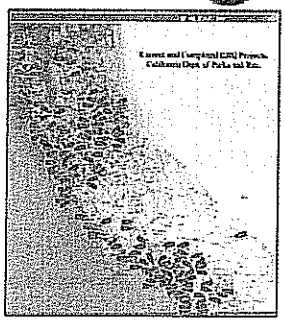
Annual Contract Value: $50,000

On-Call CM Support Services for the State of California Department of Parks and Recreation, Sacramento, CA

Construction Management and Inspection Services

4LEAF currently provides construction management and inspection services for this statewide On-call construction management services contract. 4LEAF has provided construction management and/or inspection services for nearly 230 projects for California DPR over the last 9 years.

Our construction management staff performs contractor oversight, on-site administration; cost estimating and planning, reviews daily reports; develops contractor progress payments; tracks bid item quantities; performs baseline schedule reviews; we also coordinate activities between various project stakeholders; monitors the contractor's compliance with project contract and project specifications; reviews submittals, supplements, and RFI's; maintains detailed written and photo records of the site activities; and tracks equipment and manpower.



The green arrows represent 4LEAF projects at State Parks.

Our parks projects include new construction or renovation of park roadways, bridges, paths, trails, utility upgrades, facilities including visitor and education centers, restroom and bathing facilities, amphitheaters, entrance stations, historic sites and facilities, camping and picnic sites, cabins and lodging facilities. Since all new or renovated elements in the parks must be ADA compliant, our staff is well-versed in ADA standards, recommendations, and regulations for compliance with accessibility laws. We are familiar with ADA circulation allowances, space allowances, and reach ranges while still providing safe maneuvering and access for the disabled.

Annual Contact Value: $2,000,000

Section 2 – Organizational Chart & Key Staff

Inspection Project Manager – Craig Tole

Craig has been with 4LEAF for nine years in this capacity. Craig is responsible for Municipal Client management including staff recruitment, hiring, and placing for all Building Department clientele for positions like permit/counter staff, plans examiners, residential inspectors, commercial inspectors, and inspection services for complex commercial developer funded projects. Some of 4LEAF's local experience includes; City of Sacramento, Tracy, Roseville, Galt, Folsom, Citrus Heights, Stockton, and San Joaquin County. 4LEAF also provides inspection services to other Sacramento clients including the California State Parks and Sacramento Regional Transit. In addition, 4LEAF was just awarded contracts with the City of San Ramon, City of Martinez, City of Pittsburg, City of Gilroy, City of Brentwood, and the City of Fremont.

Craig's contact information is:

(925) 462-5959 – Office
(925) 462-5958 – Fax
(925) 580-4055 – Cell
ctole@4leafinc.com

Plan Review Project Manager – Joe Nicolas, PE

The plan review portion of the contract will be managed by Joe Nicolas. Joe will be responsible for coordinating the distribution of reviews to our plan review staff and managing the content of the reviews throughout Quality Control checks. For the past five years, Joe has been responsible for the management of 4LEAF's plan review operation. Joe has crafted and managed a team of highly successful engineers and MEP staff of more than 20 personnel to work with numerous local clients including the City of Sacramento, City of Folsom, City of Roseville, City of Galt, Aerojet, and numerous Cities and Counties throughout the Central Valley, East Bay Area, and South Bay Area.

Joe's contact information is:

(916) 965-0010 – Office
(916) 965-0013 - Fax
(916) 200-9959 - Cell
jnicolas@4leafinc.com

Craig and Joe will handle all building department staffing requests and assist the plan review team on all plan check requests made by the City. The availability of inspectors provided on the organizational chart will vary depending on when the request is made. **4LEAF will discuss with the Building Department the exact personnel that are available at the time of request and give the Building Official several options. Availability will also depend on the length of assignment. 4LEAF has several local candidates available immediately.**

Organizational Chart is provided and all staff listed on our organizational chart are current employees of 4LEAF.

CITY OF TURLOCK INC. 1908

Project Managers
Craig Tole & Joe Nicolas

Inspectors of Record, Building Inspection, Fire, & Plan Review Team

Fire Review & Inspection	Building Officials	Plan Review Engineers / AIA	Inspectors of Record	Building Inspectors	Building Inspectors	California Access Specialist Professional
Gib Moush, FPE	Fred Cullum, CBO	Homer Maiel, P.E.	Martin Scott, OSHPD DSA	Keith Simmons	Joe Aiello	George Hoyt, C.B.O LEED AP, CASp
Lisa Beaver, FPE	Ed O'Reilly, CBO	Joseph Nicolas, PE	Rory Shortreed, OSHPD	Korwyn Peck	Malcolm Prince	Ed Fang, P.E., CASp
Kent Miller, FPE	George Hoyt, CBO	Ed Fang, P.E.	Rick Russell, DSA	Bill Aiken	Jim Proper	Kim Blackseth, CASp
Jim Tedford, FPE	Homer Maiel, CBO	Ryan Bogren, P.E.	Lee Grant, OSHPD, DSA	Mike Peschl	Greg Adams	Sid Danandeh, CASp
Chris Fowler	Greg Johnsen	Stephanie Hionis, P.E.	Dave Hoadley, OSHPD, DSA	Lucas Chapman	Jeff Rocca	Brad Wungluck, CASp
Loralyn Davis	Scott Wungluck, CBO	Kathy Buciarelli, P.E.	Sean Reed, DSA	Rick Watson	Mike Emery	Greg Shriver, CASp
	Clay Salzman, CBO	Scott Martin, P.E.	Denis Mayberry, DSA	Robert Hambrecht	Chris Fowler	Mike Anderson, CASp
	Greg Adams, CBO	Kevin Sorensen, S.E.	Bob Boyer, DSA	Emilio Torres	George Hoyt	Clay Salzman, CASp
	Chris Fowler, CBO	Greg Shriver, P.E.	Sirath Patzer, DSA	Curtis Thibodeau	Clay Salzman, CBO	Kevin Ruybal, CASp
		Melissa Admaniak, P.E.	George Hoyt, LEED AP	Ed Pilling	Mark Oliver	
		George Rodriguez, AIA	Korwyn Peck	Eric Hill	Loralyn Davis	
		Dr. Mark Schraeder	Chris Fowler, OSHPD	Jose Martinez	Jim Deets	
		Dr. Constantine Shubar, P.E.	Bill Asbell, OSHPD, DSA	Joseph Glass	Ed Fang	
		Mike Anderson, P.E.	Brian Clark, OSHPD	Scott Wungluck	Brad Wungluck, MCP	
		Abby Obligacion	Todd Hitchcock, OSHPD, DSA	Paul Kennedy	James Leon	
		Youssef Abdou	Clay Hanning, DSA	Don Hutsell	Jerry Brager	
		Alan Zamboanga, P.E		Francisco Rivera	Joseph Glass	
		Aleck Cheney, P.E.		George Davis, MCP	Kevin Ruybal	
		Linda Thong, P.E.		Ron Stevens	Dave Nolta	
		Ken Yeng, P.E.,S.E.		David Prendez	Ed O'Reily	
				Brian Clark	Mike Emery	
				Marshall Johnson	Larry Rogers	

More than 20 Additional Inspectors.

4LEAF, INC.

Section 3 – Delivery Approach

Inspection Services Work Plan

4LEAF maintains a database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC certified and experienced working within a municipal work environment. **4LEAF can provide interim or full-time inspectors same-day or within one business day.**

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 75 municipalities. Below is a snapshot of our database.

	W.C.	Turlock	Tracy	San Joaq	Danv	Concord	Hollister	Cuper	Santa Cruz	Nwrk	Roseville	Sunnyvle	EPA
1-Oct	MEP		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
2-Oct	BC		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
3-Oct	BC		BA/JD		AO	JG	MO/CL	GA			JP/JLF	EP	GA
4-Oct	BC		BA/JD	LA	AO	JG	MO/CL	GA			JP/JLF	EP	GA
7-Oct			BA/JD		AO	JG	CL	GA/CF			JP/JLF	EP	GA
8-Oct	BC		BA/JD		AO	JG	CL	GA			JP/JLF	EP	GA

Inspection Options

Periodic Inspection Services → ***Available Next Day***

4LEAF can fulfill inspection requests immediately upon request, including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City of Turlock. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → ***Available Next Day***

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → ***Available Two Days or Less***

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout the Sacramento Valley, Peninsula/South Bay Regions, East Bay, and Central Valley.

Project Specific Inspection Services → ***Available Two Days or Less***

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).

Plan Review Services Work Plan

4LEAF has a team of more than **25 Plan Review Engineers and ICC Certified non-structural, mechanical, electrical, and plumbing** staff actively working on-site for local jurisdictions or off-site at one of 4LEAF's four offices in California.

On-Site Review

4LEAF can supply Registered Professional Engineers to the City of Turlock to work on-site performing structural plan review and non-structural reviews at the City's discretion. 4LEAF currently supplies on-site review to such Cities as:

City of Livermore
City of Pleasanton
Livermore/Pleasanton Fire Department (LPFD)
City of Stockton
City of Gilroy
City of Brentwood
City of Palo Alto
City of Hollister
City of East Palo Alto
San Joaquin County

Standard Off-Site Review

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes working alongside Design Review and Preservation Boards to determine design criteria and associated project requirements, and performing plan reviews of both public and private projects. This includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person in order to communicate any information that may be pertinent to the project and maintain a consistent communication. 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or a simply e-mail for "pick-up" to pickup@4leafinc.com. Pick-ups are at no additional cost.

Plan Review Approach

We understand that the specific Building Plan Review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building codes;
- Checking and processing building plans and inspecting (as needed) to ensure compliance with approved plans and codes;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas; types of construction; fire resistance construction and protection systems; means of egress; accessibility; structural design; soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Building Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Turlock to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City of Turlock, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City of Turlock to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by City of Turlock with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City of Turlock, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Turlock. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Turlock processing requirements and return them to the City of Turlock, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. We have provided some elaborate examples in our reference section. Please read through some of our project examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Subsequent Review	Expedited Service
Residential	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Commercial	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days	No Additional Charge (when staff available)
Large Commercial >15,000 Sq. Ft.	<24 Hours (pick up & delivery by 4LEAF staff)	Negotiable	Negotiable	No Additional Charge (when staff available)

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Independent Expedited Review

4LEAF will perform expedite plan review services in two different capacities.

Scenario # 1 – Developer funded expedited reviews – 4LEAF can negotiate an appropriate rate for review with the City to ensure all compensation is equitable to the service performed. 4LEAF's expedited turn-around time is five days (5) or less.

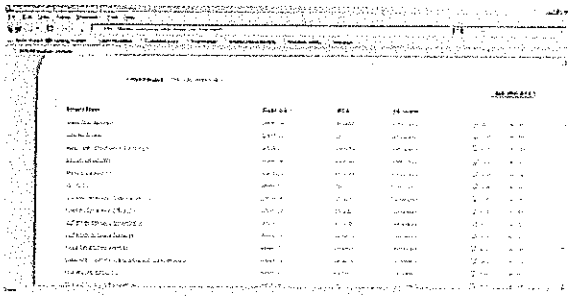
Scenario # 2 – City requests with no additional funding – Upon request, 4LEAF will perform expedited reviews for the City at no additional charge. 4LEAF has a proven track record of assisting our clients with expedited reviews under unique customer service situations when projects need to be completed quickly.

Electronic Plan Review Available

When plans and documents are received for review, 4LEAF's Plan Review Project Manager and Senior Engineer analyzes the project, creates a job number, and completes a job setup form. This highlights both jurisdiction and project specific design criteria, and notes applicable contact information. Jobs are transmitted through 4LEAF's easily accessed EZ Plan Review portal, which tracks initial and subsequent reviews, and is open for view, by the customer. The City and their customers can view 4LEAF's plan control log through EZ Plan Review Portal.

4LEAF's EZ Plan Review

- **Structural & Non-Structural Guidelines and Checklists**
- **Specialized Spreadsheet – Web-Based (EZ Plan Review)**

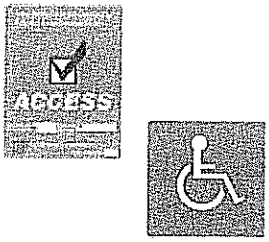


Plans then get distributed for review by a 4LEAF team consisting of a Plan Review Engineer (a licensed State Engineer) and an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments. Code review methodology entails "The Effective Use of the CBC" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Project Manager overviews the project for quality control purposes, and forwards comments, or approvals, to the pre-designated contacts.

Structural Only Review

Upon request, 4LEAF will perform "structural only" reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZ Plan Review system. 4LEAF prefers PDF files for "structural only" reviews which allow several different Structural Engineers to review plans together should there be design related questions. The majority of 4LEAF's plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp) Plan Review Staff



CASp Inspector	Certification No.	Expiration
Clay Salzman, C.B.O.	CASp-455	11/13/2015
George Hoyt, C.B.O.	CASp-251	6/28/2016
Ed Fang, P.E.	CASp-227	6/24/2016
Greg Shriver, P.E.	CASp-96	9/14/2015
Mike Anderson, P.E.	CASp-328	9/22/2016
Kevin Ruybal	CASp-357	5/10/2017

Section 4 – Rate Schedule

Plan Check Service	Fee for 1st Review and subsequent rechecks	Hourly rate for onsite and/or greater than 3 reviews offsite (with authorization from Building Official):
Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements Plan Checks	65% of City fee	$110/hour structural $85/hour non-structural
Plumbing/ Mechanical/Electrical Only Plan Checks	40% of City fee	$85/hour non-structural
Structural Only Plan Checks	40% of City fee	$110/hour structural

Building Inspector (ranging from two years jurisdictional experience to Senior Combination Building Inspectors) $60-95/hour*

Rates negotiated based upon skill set of Inspector and Inspector's certifications/experience.

Permit Technician $45/hour

Non-Structural Plan Review..... $85/hour

Structural Plan Review $110/hour

Temporary Building Official..... $130/hour

Hourly overtime charge per inspector ..... 1.5 x hourly rate

General Assumptions:

Projects that require prevailing wage staff (tax funded capital improvement projects) will require a rate of $95/hour.

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

All Building Department Services (except plan review) work is subject to 4 hour minimum charges unless stated otherwise.

5E

Council Synopsis

September 22, 2015

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 15-31, "Gemstone Way Electrolier," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On April 14, 2015, council awarded a contract in the amount of $11,457 to Darrale Patrias Electrical of Turlock, California for City Project No. 15-31, "Gemstone Way Electrolier."

All improvements 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. Staff recommends authorizing the City Engineer to file a Notice of Completion.

3. BASIS FOR RECOMMENDATION:

A) All improvements have been installed in accordance with the contract documents and no changes were needed.

B) In order to close out a public project and enforce the statute of limitations as found in the California Civil Code for which stop notices can be filed, a Notice of Completion is required to be recorded.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies
viii) Street Lighting

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 302-40-433.51200 and are available for the total project amount of $19,000.

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

CITY OF TURLOCK

FINAL QUANTITIES

Gemstone Way Electrolier **Project No. 15-31**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Install Ornamental Electrolier	LS	$11,457.00	100%	$11,457.00	100%	$11,457.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$11,457.00**		**$11,457.00**	**$0.00**
C.O. #	***CHANGE ORDERS***							
	SUB-TOTAL CHANGE ORDER ITEMS =				**$0.00**		**$0.00**	**$0.00**
	TOTAL PROJECT =				**$11,457.00**		**$11,457.00**	**$0.00**

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. 15-31
GEMSTONE WAY ELECTROLIER

Notice is hereby given that work on the above-referenced project located in city right-of-way at the corner of Gemstone Way and Amethyst Way, was completed by the undersigned agency on September 22, 2015. The contractor of work Darrale Patrias Electrical Contractor Inc., P O Box 1832, Turlock CA 95380 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

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

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on September 23, 2015 at Turlock, California, Stanislaus County

5F

Council Synopsis

September 22, 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:

Motion: Approving a four (4) year agreement with Transit Capital Support Services, LLC, of Atlanta, Georgia, for transit technical assistance and support services, in an amount not to exceed $272,851.92, in support of Capital Project No. 15-60, "RFP for Transit Support Services"

2. DISCUSSION OF ISSUE:

The 2000 & 2010 Federal Census included the City of Turlock, Denair in Stanislaus County, also Delhi and Livingston in Merced County as the "Turlock Urbanized Area" with a population of 69,507. This qualifies the Turlock Area as a "Small Urbanized Area" between 50,000 to 200,000 for Federal Transit Administration (FTA) Section 5307 funds. Since the Census Bureau has included the Merced County communities of Delhi and Livingston in the Turlock Urbanized Area, Merced County is entitled to portions of the Turlock Urbanized Area funds. Stanislaus Council of Governments (StanCOG) has an approved agreement between the FTA, Caltrans Mass Transit, and Merced Council of Governments regarding the distribution of transit funds.

Allocation of funds is divided among the urbanized areas based on population and population density figures. The federal share will not exceed 80 percent of the net project cost for most capital items. Local matching funds for these federal funds would come from bus fare revenue and/or Transportation Development Act (TDA) transit funds. The total estimated federal funding for Turlock is approximately $1,000,000 per year in additional revenue for Turlock transit purposes.

Along with this federal funding comes a tremendous amount of detailed accounting, oversight, and reporting requirements. City staff does not have the expertise or experience to handle the requirements for this §5307 funding in a timely fashion. In recent years Staff has used the services of a professional transit consultant to prepare grant documentation, serve as a liaison for transit

needs with FTA and StanCOG, and assist with compliance audits and reviews. These services have been invaluable in helping the City seek, obtain and retain federal funding and compliance with federal regulations.

Consultant Solicitation
Staff prepared a Request for Proposals (RFP) to solicit the assistance of a consultant with expertise in providing the above mentioned services. On July 29, 2015, Staff advertised City Project No. 15-60, "RFP for Transit Support Services" and received a total of one proposal by the specified deadline. This proposal was reviewed, scored and identified as satisfactorily meeting and exceeding the proposal requirements. The proposer, Transit Capital Support Services, LLC. (Consultant), has decades of experience in performing similar types of work, including service to Turlock, and was able to clearly communicate an understanding of the specific needs of Turlock.

FTA Contract Cost and Price Analysis
The Consultant proposed fees of $68,212.98 each year, totaling $272,851.92 over the course of the four-year term of the agreement. In accordance with FTA regulations, a contract cost and price analysis was performed to ensure that the price proposed represented an appropriate cost for those services, which helps ensure that federal funds are spent appropriately. This analysis is made easier when there are multiple proposals provided, but in this case only a single proposal was received.

Staff considered the hourly rates, indirect cost calculations and past amounts spent for similar services. The hourly direct rates were in line with expectations for rates provided by consultants with this level of expertise, the indirect cost calculations were calculated in compliance with Federal Acquisition Regulations with the appropriate backup documentation, and the annual contract rate was similar to costs associated with past services paid by the City. Staff was not able to compare costs of similar contracts with other agencies, as the services were so specialized that an appropriate comparison could not be found.

3. BASIS FOR RECOMMENDATION:

A) Transit support services provided by an experienced consultant is invaluable to City staff in helping navigate complex regulations and ensure timely compliance for purposes of retaining federal funding.

B) The selected consultant has a solid performance track record.

C) The solicitation and selection process used for this project was performed in compliance with FTA procurement requirements

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s) a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:
ix) Fleet & equipment management *[buses]*

b. Address Growth-Related Issues (Current and Future)
v) Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Sufficient funds exist and are budgeted within Fund 426 (426-40-415.43267) for FY's 2015/16 and 2016/17. The same yearly amounts will be proposed for inclusion in the FY 2017/18 and FY 2018/19 budgets, which would complete the four-year term of the agreement. No General Funds dollars will be used for this agreement.

Budget Amendment None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve an agreement with Transit Capital Support Services. This is not recommended because of the detailed volume of regulations, complex schedules and specialized paperwork required by the FTA. If not completed correctly and submitted to the FTA in their format, mistakes and delays could jeopardize the FTA funding available to the City of Turlock, which would ultimately impact access to transit service for our citizens.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TRANSIT CAPITAL SUPPORT SERVICES, LLC.
for
TRANSIT TECHNICAL ASSISTANCE AND SUPPORT SERVICES
CITY PROJECT NO. 15-60

THIS AGREEMENT is made this 22nd day of September, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as "CITY," and **TRANSIT CAPITAL SUPPORT SERVICES, LLC.**, 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 transit-related technical assistance and support services; 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, the requirements as listed in the Request for Proposals attached hereto as Exhibit A and the proposal attached hereto as Exhibit B. 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 C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibits A and B 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 two hundred seventy-two thousand eight hundred fifty-one and 92/100^{ths} Dollars ($272,851.92). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) <u>Invoices</u>: CONSULTANT shall submit dated invoices to CITY specifying

OK for Agenda

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 forty-eight months (48) beginning October 1, 2015, and ending September 30, 2019, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 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.

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY

determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

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

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

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT

further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: **TRANSIT CAPITAL SUPPORT SERVICES**
ATTN: WILLIAM POWELL, PRINCIPAL MANAGER
1170 PEACHTREE STREET, 12TH FLOOR, SUITE P3
ATLANTA, GA 30309-7673
PHONE: (404) 627-1040
FAX: (404) 627-6685

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

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Scott Medeiros
Development Services Department
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5520
E-mail: smederios@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 G. Pitcock, P.E., Director of Development Services/City Engineer

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TRANSIT CAPITAL SUPPORT SERVICES, LLC.

By: _____

Title: Principal Manager

Print name: William Powell

Date: _____

Exhibit A

City of Turlock
Development Services Department
Engineering Division

Request for Proposals

City Project No. 15-60
RFP for Transit Support Services

The purpose of this Request for Proposals is to obtain a multi-year, professional services contract with a qualified consultant to provide transit planning support and technical assistance services to meet Federal Transit Administration (FTA) and California Department of Transportation (CalTrans) project funding and reporting requirements.

Submit Proposals to:
City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline
Friday, August 21, 2015
5:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:
Wayne York, Capital Project Coordinator
Development Services Department, Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4439
wyork@turlock.ca.us

CITY OF TURLOCK INC. 1908

DEVELOPMENT SERVICES
ENGINEERING DIVISION

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5520 | FAX 209-668-5563

Introduction

The City of Turlock is accepting proposals from qualified transit consultant firms to provide assistance in transit grant preparation, system planning, reporting and related analysis. The City will enter into an agreement with the selected party to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

Background

Located 100 miles south of Sacramento, CA, Turlock is the second largest city in Stanislaus County. It has a population of over 70,000 people within just over 13 square miles.

The primary objective of the Turlock transit system is to provide affordable and adequate transportation for the general population, especially for those citizens who are transit dependent. As our population has grown, the need for increased transit transportation has also grown. To meet this growing need the City has created two separate services: (1) a fixed route bus system known as "Bus line Service of Turlock" (BLAST) and (2) a demand response transit service known as "Dial-a-Ride Service of Turlock" (DART).

The "BLAST" fixed route system began service on November 23, 1998. The four existing fixed routes are designed based upon current ridership, and major designations. Highest priority was given to those areas with high density residential and low income neighborhoods. The routes are designed to serve the southern part of the city connecting residents to the two high schools, downtown and other large shopping centers. The routes also serve County regional stops, two junior high schools, and eight elementary schools. To increase ridership, the City provides transit information on its website, brochures, posters and paid advertisements to make its services known. Currently, the City operates thirteen vehicles which provides service to approximately 16 square miles, and includes the nearby community of Denair, CA. City transit service operates six days a week, from 6:40 a.m. to 5:30 p.m., Monday through Friday, and from 9:25 a.m. to 4:00 p.m. on Saturdays.

Those individuals who are not in the senior or disabled categories residing within 1,300 feet of a BLAST route are not eligible to use the "DART" dial-a-ride system. If located within this corridor, the rider must be over 65 years of age, be eligible under the provisions of the Americans with Disabilities Act (ADA), or possess a student DART pass to use the dial-a-ride service. The intent is over a period of several years, DART eligibility be phased in gradually until only those who are "ADA eligible" would be eligible to use DART.

The City of Turlock is seeking an experienced, responsible, capable and professional transit firm (Consultant) with proven experience in Federal Transit Administration (FTA) and California Department of Transportation (CalTrans) procedures and policies for the critical function of meeting the emerging transit initiatives of grant preparation and management; National Transit Database report development; transit finance; transit system planning; regional transit coordination; and Federal regulatory compliance. The City will evaluate each complete proposal submitted and select a consultant that provides the most cost effective and efficient technical support of its fixed-route, paratransit, and non-revenue fleet operation. The selected consultant shall provide regular technical assistance and continual coordination with other local governments, regional planning organizations, State, and Federal agencies on behalf of the City's interest in maintaining a timely response to all transit regulations.

Scope of Services

The general proposed scope of services would include, but would not be limited to the following:

TRANSIT GRANT PREPARATION

Complete research, programming and verification with local planning organizations for project approval. Identify funding sources and appropriate FTA program(s). Identify Federal and State sources for potential funding options. Prepare transit grant in TEAM network. Maintain TEAM access, system modules, and monitor activity line item code adjustments. Ensure proper fund awards, obligations, and disbursements. Monitor federal awards of prior grants to ensure complete fund availability and complete disbursement. Establish and maintain proper milestones and fleet status ratios for project delivery. Prepare quarterly financial status reports consistent with project milestones and deliverables. Identify and prepare environmental clearances, reports, and other required impact statements for the project approval. Manage the closing out of completed projects and grants.

TRANSPORTATION PLANNING

Prioritize transit projects and forecast funding to ensure appropriate future Federal-aid program deliverables within multiple sub-grant elements; Assist the City with other public transportation planning efforts. Provide policy guidance and financial management of the Federal-aid program. Recommend appropriate resolution to FTIP development and inquiries.

Examine adopted MPO plans, programs and schedules in comparison with the approved City budgets and schedules noting any significant cost, schedule and/or scope changes in the federal grant application. Adjust and maintain all required project milestones and adjust schedules as needed. Maintain fleet status and availability of transit records. Adjust required milestone and fleet

records to reflect amended applications. Respond to Federal and State inquires and certification reviews of work performed.

NATIONAL TRANSIT DATABASE

Prepare appropriate database setup and waivers. Prepare Basic, Financial, Asset Management, Service, Resource, and Federal modules. Prepare funding allocation modules to reflect service mode, delivery, and operation. Provide vehicle survey passenger mile computation for Financial and Service data reporting. Provide clarification and justification to draft report issues. Prepare required quarterly and monthly Ridership, and Safety and Security reports. Assist the City with other public transportation planning efforts.

TRANSIT DEVELOPMENT PLANS

Assist the City and Regional Metropolitan Planning Organization in the development and update of transit plans consistent with state and federal guidelines. Consult on system planning documents for an identified community, or a group of communities, within the City's transit service area. Provide transit evaluations, systems planning guidance, and data analysis of the transit service area. Provide specialized knowledge in resolution of project evaluation through appropriate analysis, conclusions and recommendations.

TRANSIT FINANCE AND PLANNING

Prepare Federal Transportation Improvement Plan funding modules for transit projects. Develop service improvement plans designed to identify underserved communities and increase ridership. Identify allowable and unallowable project cost. Develop cost allocation plans. Prepare actual Quarterly reports based on ECHO information. Participation with Federal and State inquires and certification reviews of work performed.

ENVIRONMENTAL REVIEWS

Prepare and evaluate the community impacts of federally funded capital projects requiring an Environmental Assessment (EA) or Categorical Exclusion (CE) reports. Provide assistance with the preparation of Environmental Impact Statements (EIS) of work performed.

RESEARCH AND PROGRAM COMPLIANCE

Provide specialized knowledge of transit policies, circulars, guidance, and statutes of the US DOT, Federal Transit Administration's program review areas. Review the City's transit operations for system enhancements and federal program compliance. Identify and propose system adjustments to demonstrate the City's compliance with federal requirements. Draft required policies, programs, and other documents as needed, within the contractual area of expertise. Federal Triennial Review meeting participation in support of all prepared materials and work performed.

The successful consultant will provide electronic documents and deliverables in an acceptable format for compatibility with the City's software (Microsoft Word, Excel, Publlisher or Adobe Acrobat).

The specific proposed scope of services would include, but would not be limited to the following:

General:
The work to be accomplished by the Consultant is in support of the following City work effort. Prepare and forward to the City submission-ready documents associated with project funding and reporting requirements of the Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans).

Area Covered:
The Consultant shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein, called the "federal documents:"

Grant Applications
Financial Status Reports
Milestone Status Reports
National Transit Database Report
Triennial Review

Work and Services:
The Consultant shall do, perform and carryout, in a satisfactory and proper manner, as determined by the City, the following work and services. Named documents below refer to the project funding and reporting requirements of actual grant applications initiated by Consultant.

1. Production of four (4) grant applications for any FTA or Caltrans funded project;
2. Production of four (4) grant amendments or budget revisions;
3. Monitor and production of twenty (20) Financial Status reports;
4. Monitor and production of twenty (20) Milestone Progress reports;
5. Develop transit operation database for the National Transit Database reporting;
6. Monthly Progress Report by project of tasks inclusive of date, time and any named contact in performance of Consultant duties; and
7. Triennial Review Preparation/Participation/Attendance for meetings and/or presentations as requested by the City.

The Consultant shall perform but limited to the following tasks are part of document preparation:

Grant Applications:

1. Research and verify local planning approvals.
2. Allocate and recommend appropriate funding sources for maximum federal participation.
3. Identify other Federal and State sources for potential funding options.
4. Establish and maintain project milestones and fleet status ratios.
5. Assure adherence to labor agreements and State Clearinghouse procedures.
6. Identify and assign proper environmental status for application approval.
7. Prepare all grant amendments and budget revision as needed.

Financial Status Reports:

1. Identify eligible and ineligible cost.
2. Develop cost allocation plans as required.
3. Prepare Quarterly reports consistent with ECHO information.
4. Representation and develop responses to all Federal inquiries and certifications of work performed by the Consultant.

Milestone Progress Reports:

1. Report and maintain all required milestones and adjust schedules as needed.
2. Maintain fleet status and availability of transit records.
3. Adjust required milestone and fleet records to reflect grant amendments and budget revisions.
4. Provide representation at all Federal inquiries and certifications of milestone/fleet record maintenance prepared by the Consultant.

National Transit Database Report:

1. Prepare appropriate system access and date waiver requests from the FTA/NTD contractor.
2. Create a transit system database and setup modules for Basic, Financial, Asset Management, Service, Resource and Federal Funding Allocations reporting.
3. Coordinate Independent Auditor and Statistician activities for financial and service data reporting. The Consultant cannot guarantee Statistician approval for sampling methodologies other than those prescribed in FTA Circulars 2710.1A and 2710.2A.
4. Provide clarification of issues noted by the NTD contractor.
5. Prepare required quarterly Safety and Security reports.
6. Maintain fleet status data and availability of transit records for future reporting.

The City shall provide a minimum notice of two weeks for grant application delivery. Financial status and milestone progress deliverables shall be forwarded to the City ten (10) days prior to the FTA/Caltrans prescribed due dates.

IV. Meetings and Presentations:
The Consultant shall attend meetings at the City's office, or local area, relative to and necessary for the completion of the contract as requested by the City. The City shall provide two (2) weeks' notice of all travel requests expected of the Consultant.

City's Cognizant Division Director:
Except for changes which are governed by the paragraph concerning "Changes" or "Amendments" in the main body of the Contract, the City's Chief Financial Officer will act as the Cognizant Division Director for purposes of this contract only.

Disputes and Appeals:
Any dispute concerning a question of fact arising under this contract shall be decided by the Cognizant Division Director who shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the Consultant.

The Consultant agrees that the decision of the Division Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such copy, the Consultant mails or otherwise furnishes a written appeal concerning the question of fact to the City's Chief Executive Officer, who shall arrange a hearing within twenty (20) calendar days after receipt of the appeal. Both the Consultant and the Cognizant Division Director shall be notified no less than five (5) days in advance of the hearing and shall have the right to present witness and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Chief Executive Officer shall make a decision concerning the question of fact in writing to the Consultant and to the Cognizant Division Director.

Assumptions
With City Council approval, the successful Consultant shall be awarded a professional services agreement for transit support services. The work is outlined within the project scope of work and deliverables associated with that work shall be provided to the City in both hard copy and electronic formats.

Upon execution of an agreement, the City of Turlock Transit Planner shall be the main point of contact to facilitate the information for the City. In addition, the Consultant shall interact with both the Federal Transit Administration (FTA), California Department of Transportation (CalTrans) and Stanislaus Council of Government (StanCOG) designated representatives throughout the process.

The Consultant shall perform the general and specific tasks as described in the Scope of Work section of this RFP. The City's Selection Committee shall evaluate proposals

primarily on the basis of demonstrated professional transit grant and NTD technical expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, ability to work within established budgets, and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional transit support services. Each proposal must contain a statement of qualifications that that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;

2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History– Provide a list of available services as well as a listing and description of work completed;

4. Response Time – Description of individual or firm's resources that allow for a timely delivery of services, including the names and qualifications of the firm's staff that will be working with the City of Turlock;

5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor during proposal scoring; rather, it will be used to establish a compensation amount for the term of the agreement;

6. Public Agencies – Include narrative description of experience with public agencies, if any;

7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals.

Should a consultant have concerns about meeting any requirements of this RFP they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFP, including the professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFP shall be included in the Agreement as an exhibit.

Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise. The proposal must contain information covering the following topics:

Scope of Work

Provide an outline expressing the Consultant's understanding of the Project and summarizing the basic approach proposed to provide the required technical assistance.

Personnel

List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a statement of qualifications and experience of each person. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the hours expected to be committed to the project and a project organizational chart of key personnel. Submit concise resumes of key individual(s) that would be assigned to the Project and other staff personnel available to support the Project. Indicate the role they will play on the Project Team. If they are subcontractors, list two (2) references for each. The contract will provide that any substitution of these key personnel is subject to written approval of the City; and if not approved, the contract may be terminated.

Project Management
Include timeline showing project milestones and both sequential and concurrent tasks required to complete the Scope of Work presented.

Estimate of Consultant Fee
The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work.

Contractual Requirements

The City and selected consultant will execute a professional services agreement for an term commencing on October 1, 2015, and ending September 30, 2019. Prospective consultants are encouraged to review the included sample agreement, attached to this RFP, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFP. The consultant's proposal to this RFP consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

The consultant shall submit the federal lobbying certification form, included in the last section of this RFP, to be considered responsive.

Consultant agrees that their proposal and all associated fees shall remain valid for a period of time not to exceed 60 days from the due date for proposals to allow City staff an appropriate amount of time to review and process the paperwork necessary for contract execution.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP and provide the best value to the City. The final

selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of transit related tasks the City undertakes thereby minimizing the involvement of other firms. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals;
2. Exercise discretion and apply its judgment with respect to any proposals submitted;
3. Select proposals which qualify based on the following factors and provide the best value to the City, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
    a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
    b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
    c. Record of the Consultant responsive to client requests (8 pts),
    d. Ability to work with City staff (8 pts),
    e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
    f. Extent of Consultant's organization (5 pts),
    g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive a professional services agreement for the work type specified within this RFP.

In accordance with FTA regulations a contract cost and price analysis will be performed to ensure that the proposed fees are reasonable and appropriate for the services requested by the City and provided by the Consultant.

A City contract for transit support services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act, unless specific portions are otherwise protected from disclosure by law.

Protest Procedures

In the course of this solicitation for proposals and the selection process, a Consultant (whose direct economic interest would be affected by the award of the contract) may file a protest when in the Consultant's opinion; actions were taken by the staff and/or the selection committee which could unfairly affect the outcome of the selection procedure. All protests should be in writing and directed to Mike Pitcock, P.E., Director of Development Services / City Engineer, City of Turlock, 156 S. Broadway, Suite 150,

Turlock, CA 95380. Protests should be made immediately upon occurrence of the incident in question but no later than three (3) days after the Consultant received notification of the outcome of the selection procedure. The protest should clearly state the grounds for such protest.

Upon receipt of the protest, the Director will review the actual procedures followed during the selection process and the documentation available. If it is determined that the action(s) unfairly changed the outcome of the selection process, negotiations with the selected Consultant will cease until the matter is resolved.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process has taken place. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's principal or key personnel. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

The selection interview, if required by the City, will take place in-person at Turlock City Hall. The City reserves the right, at their sole discretion, to permit the use of an alternate method of meeting (teleconference or video conference) if appropriate.

Anticipated Schedule of Award

The due date for all proposals shall be identified on the front page of this RFP. Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, September 22, 2015.

Federal Provisions
The following federal provisions are applicable to this type of work and shall be incorporated into any eventual agreement, along with the entire RFP, as Exhibit A to the agreement. For the purposes of this section, all references to "Recipient" shall mean the City of Turlock.

Energy Conservation
The 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.

Clean Water - (1) The 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 . The 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) The 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.

Incorporation of Federal Transit Administration (FTA) Terms
The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Lobbying: Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the 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 the 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 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. 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, the 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.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The 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 CFR 18.39(i)(11)

7. FTA does not require the inclusion of these requirements in subcontracts.

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.

Clean Air

(1) The 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. The 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) The 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.

No Government Obligation to Third Parties

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. The 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.

Program Fraud and False or Fraudulent Statements and Related Acts

1. The 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, the 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, the 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 the Contractor to the extent the Federal Government deems appropriate.

2. The 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.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The 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.

Termination

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this

contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Government-Wide Debarment and Suspension (Nonprocurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the 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.

The 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, the bidder or proposer 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 the bidder or proposer 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. The bidder or proposer 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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to

those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

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, the 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, the 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, the 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. The 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 or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the 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, the 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The 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.

Breaches and Dispute Resolution

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Turlock's Director of Development Services / City Engineer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Development Services / City Engineer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by City of Turlock, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Turlock and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Turlock is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Turlock or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Turlock deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Turlock. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The contractor must promptly notify City of Turlock, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Turlock.

TRANSITCAPITAL SUPPORT SERVICES

Exhibit B

August 17, 2015

Mr. Wayne York, Capital Project Coordinator
City of Turlock
Development Services Department, Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: Proposal for Transit Support Services – City Project No. 15-60

Dear Mr. York:

Transit Capital Support Services, LLC. (Transit Capital) is most pleased to submit this proposal in response to the **City Project No. 15-60 Transit Support Services**, dated July 24, 2015. Transit Capital provides grant assistance and federal guidance to transit operators. Our firm has a great interest in this solicitation as an opportunity to advance the implementation of federal and state-funded transit programs for the City of Turlock, California.

Transit Capital's work in the advancement of this project shall be consistent with the processes and procedures of the FTA and Caltrans funding requirements. To briefly highlight a few qualifications:

- **Twenty-eight years of professional transit experience: FTA, State, MPO, and Local;**
- **Federally Certified 8(a) and CalTrans DBE Designation;**
- **Professional Liability insured and bonded;**
- **Active member of APTA and CTAA; and**
- **Adjusted office hours for California clients, 9AM to 8PM EST.**

Transit Capital wants to be your choice for this most important work and welcomes the opportunity to assist the City of Turlock in your transit grant development and data reporting efforts. The enclosed in the pocket of the large envelope please find the thumb drive of all proposal documents as submitted, and a sealed envelope of the proposed contract fee schedule. Contact references and response time for deliverables have been provided in the Reference and Approach sections. As Project Manager, I will provide you the expert technical assistance with all required FTA and Caltrans reports and submissions.

Sincerely,

William Powell
Principal Manager

1170 Peachtree Street • 12th Floor, Suite P3 • Atlanta, Georgia 30309-7673
Phone: 404-627-1040 • Fax: 404-627-6685 • www.tcssweb.com

Statement of Qualifications

Transit Capital Support Services, LLC (Transit Capital) is a certified DBE with the California Unified Certification Program, and Federal designated 8(a) firm. Transit Capital monitors and prepares submission-ready final documents to contracted transit providers, along with any additional guidance, instructions, and recommendations to ensure full compliance with all Federal regulations. The firm reviews all financial and technical reports of grant development, financial status reports, short-range transit plans and National Transit Database (NTD) reports as required by the USDOT Federal Transit Administration (FTA).

Mr. William Powell (Bill) will be the Project Manager and authorized official to negotiate contract terms and agreements on behalf of Transit Capital. Mr. Powell is a Federal Program Triennial Reviewer for FTA. Bill has provided FTA TEAM training for the City of Gastonia, NC and grant administration and development for San Joaquin Regional Transit, Stockton CA and Hub City Transit, Hattiesburg MS during unanticipated staff vacancies. The City of Turlock, Kings County Area Public Transit, and California Vanpool Authority remains the firm's most tenured clients.

Mr. Powell has served as Project Manager in performance of the following project oversight, training, and grant development services in a competent manner, as determined by the contracted agencies below:

FTA Grants Management Process. Procedures and process used by the FTA for grants management, especially as outlined in FTA Circular 5010.1C.

City of Turlock, CA – §5307 and §5309 program;
Kings County Area Public Transit – §5307 §5309 program;
City of Gastonia, NC – FTA TEAM Training;
San Joaquin Regional Transit – preparation and submission of §5309 grant; and
Hub City Transit – preparation and submission of §5307 grant.

FTA Grants Requirements. EEO, Drug & Alcohol, ADA, DBE, NEPA and other compliance reporting requirements.

City of Turlock, CA – Federal Triennial Reviews 2005, 2008, 2012, and 2015;
CNG Maintenance Facility construction grant;
Bus Transfer Center construction grant.
Kings County Area Public Transit– Federal Triennial Reviews 2006, 2009, 2014;
CNG Refueling Facility construction grant.
City of Gastonia, NC– FTA TEAM Training

Narrative Progress Report. Ability to summarize project progress in a narrative form.

City of Turlock, CA
Kings County Area Public Transit
City of Gastonia, NC
Hub City Transit, Hattiesburg, MS

Milestone Progress Report. Ability to provide an overview of project completion vs. scheduled work for multiple projects.

City of Turlock, CA
Kings County Area Public Transit
City of Hattiesburg, MS

Budget Reporting. Prepared monthly, quarterly, and annual reports on expenditures.

City of Turlock, CA
Kings County Area Public Transit

Financial Status Report. Ability to produce a financial report meeting FTA requirements.

City of Turlock, CA
Kings County Area Public Transit
City of Gastonia, NC
San Joaquin Regional Transit

Construction Project Accounting. Financial monitoring of capital projects in construction.

City of Turlock, CA – CNG Maintenance Facility and Bus Transfer Hub project grants;
Kings County Area Public Transit– CNG Refueling Facility.

Vehicle Procurement Reporting. FTA grant applications and reports for vehicle procurement activities

City of Turlock, CA
Kings County Area Public Transit
California Vanpool Authority

ARRA Reporting. Experience in meeting the reporting requirements required by the American Recovery and Reinvestment Act.

City of Turlock, CA
Kings County Area Public Transit

National Transit Database - Performance Monitoring. Experience with mandatory trip sampling and reporting bus transit data.

City of Turlock, CA – twelve (12) annual and all monthly reports; and
Kings County Area Public Transit – ten (10) annual and all monthly reports.
California Vanpool Authority – six (6) annual and all monthly reports:

Transit Capital has experience assisting public agencies with Federal, and State required reports and documents. The Project Manager shall provide the City of Turlock with prompt performance in the delivery of grant applications, all supporting documents and continuous technical assistance. References and response time schedule of required FTA deliverables follow this page. Contract fees and schedule enclosed in sealed envelope.

I declare and affirm under penalty of perjury that the statements made by are true and correct to the best of my knowledge, information and belief.

William Powell, Principal Manager
August 17, 2015

Office location and contact information:
1170 Peachtree Street NE, 12th Floor
Atlanta, GA 30309
office telephone: 404-627-1040

Transit Support Services Approach

Transit Capital offers this section to explain our understanding of the project work scope (intent, goals, and objectives), our methodology for accomplishing the City's desired objectives and final project deliverables. Our proposed approach will also highlight the distinct administrative and operational activities undertaken in the execution of the project deliverables.

Project Administration Activities

These activities will utilize best practices to validate, plan, manage and deliver the project in its entirety. The following narratives provide a general explanation of the activities and tasks in each step of the process.

Project Status Reports

We will provide an itemized, chronological document as part of invoice package. This report will include all work, steps, discussions, findings and agreed upon matters resulting from the preparation of draft submission-ready documents for this contract work.

TrAMS Scheduled Release

FTA has informed industry of the intended release of the TrAMS program network on October 1, 2015. There have been multiple scheduled release dates over the last year. The assigned Project Manager has more than 20 years of NTD reporting experience that uses the same platform software as TrAMS. The Project Manager will verify and provide documentation in the completion of your FTA grant application in TEAM, and is well-prepared for TrAMS network when made available.

I. Public Transit Grants

Transit Capital prepares all FTA grant applications for: Metropolitan Planning (§5303); Urbanized Area Formula (§5307); Capital Investment (Discretionary earmarks §5309); Elderly and Persons with Disabilities (§5310); Non-urbanized Formula (§5311); American Recover and Reinvestment Act (ARRA- Stimulus); National Planning and Research (§5314); and Job Access and Reverse Commute (§5316) programs.

Transit Capital prefers to handle all FTA applications and reports for the client, as funding sources for a particular project may overlap other funding sources, applications, and amendments. In some cases, a grantee may prefer the Project Manager assume the responsibility for reports for existing projects. Transit Capital recognizes this need and accepts the challenge of report preparation and completion during the mid-cycle phase of project implementation.

Environmental Reviews

Grant development requires determining the proper environmental clearance for the correct project type. Some environmental reviews can be rather complex, depending on project type, size, and location. The preparation of an environmental review is to mitigate possible adverse, economic, social, and environmental effects of all proposed

transit projects. Project locations are considered and must be carefully reviewed, impacts mitigated, and that the final decisions are in the best overall public interest before FTA grant award. Transit Capital will identify the appropriate environmental clearances, Categorical Exclusions (CE) and prepare the more extensive Environmental Assessment (EA) document for the County's engineering and/or planning staff concurrence, as required for Federal approval.

Research

In addition to the transit programs, the Project Manager has experience of Federal Highway Administration's (FHWA) transfer funding sources of the Congestion Mitigation and Air Quality program (CMAQ-Q40/Q42) and Surface Transportation Program (STP-Q23), and Caltrans' toll credit funding source as part of the FTA grant application.

The Project Manager will verify and prepare documentation, for staff review and final submission, of all federal requirements. The Project Manager has a successful record with key Federal staff regarding project eligibility.

Grant Preparation work tasks shall include*:

- Research and verify local planning approvals for your projects.
- Match funding sources to the appropriate FTA program for a greater return of federal funds.
- Identify other Federal and State sources for potential funding options.
- Establish and maintain project milestones and fleet status ratios.
- Identify correct environmental clearances and prepare Environmental Assessment (EA) document as required for the project grant approval.

* Work tasks are not limited to list shown. Actual work shall include all necessary tasks for report completion as specified in the contract.

II. Post Grant Award Management

The Federal Transit Administration (FTA) grant programs have requirements for both financial and construction performance reporting. FTA may assign a Project Management Oversight Contractor (PMOC) tasked with direct oversight of schedule adherence during the planning, pre-construction and construction phases to ensure successful completion and operation. As such, Transit Capital understands that City seeks an experienced, workload available transit consulting firm to assist in the preparation and management construction project reports and documents to FTA. It is most important that all project reports, review minutes, contract issuance, contractor/schedule coordination remain consistent with municipal codes and in full compliance with FTA program requirements and Federal statutes.

Federal Financial Reporting

FTA monitors quarterly every agency's financial use of federal funds withdrawn through the US Treasury's ECHO system of accounts. It would be most inappropriate as your

consultant for Transit Capital to perform the actual US Treasury fund transfer or to maintain your accounts. However, we will help you accurately report your expenditures and determine the correct withdrawal of federal dollars for eligible project work performed.

Project Indirect Expense

Transit Capital is most familiar with the planning project details for the City of Turlock. Multi-modal facilities imply a participatory investment (funding, land, capital, facility maintenance agreement) from at least one other mode or entity. Such an agreement may pose a financial reporting concern during the post-grant activity, the area indirect cost to project. How best to report the shared responsibility and cost to multiple parties, fairly and appropriately. Any shared project construction cost is defined as an indirect expense/cost.

Indirect costs should be charged to Federal awards via an indirect cost rate. The rate is simply the percentage relationship of indirect costs to direct costs. This percentage further substantiated by a standardized set of work papers referred to as the indirect cost proposal. Any claim for indirect costs under Federal grants must prepare a Cost Allocation proposal and submit to FTA for approval prior to any contract award. It is most likely that required indirect cost proposals are approved by FTA, and recorded in the grant's quarterly Federal Financial Report (FFR) in TEAM. Therefore, it is important to adhere to the proposed percentages when preparing quarterly ECHO drawdowns for the project.

Unliquidated Obligations

The direct and indirect expenses for goods and services incurred by the grantee, but not yet paid or drawdown would be the City's unliquidated obligations towards the FTA grant. This balance amount should not include expenses reported in previous FFRs nor future project commitments for funds for which an obligations or expense not yet incurred.

FTA allows 90 days from the Milestone Progress Report (MPR) of a scope item in the grant period, including the carryover years, to liquidate Federal obligations. This 90-day liquidation period applies to both cash and accrual accounting methods. The grantee may carry forward and unliquidated obligations through project completion. Any remaining fund balance on the City's grant account, the Project Manager will submit a request for late liquidation to FTA, within 30 days before the end of the 90-day liquidation period, in order to allow additional time to liquidate the project cost.

Unobligated Balance of Federal funds

Some grantees tend to confuse unliquidated obligation with the unobligated balance of Federal funds. The Unobligated Balance of Federal funds would include any amount of Federal funds awarded that the grantee did not request or drawdown. This balance may include non-Federal expenditures as of the end of the reporting period of actual cash disbursements or outlays (less any rebates, refunds, or other credits), including payments to contractors, as well as the grantee's non-Federal share of unliquidated obligations. While strongly discouraged, and likely subject to penalty, if this amount includes any Federal funds on hand or from improperly calculated Federal share, the grantee must return the funds immediately. The Project Manager is well versed the requirements of both unliquidated obligations and unobligated funds.

Transit Capital shall retrieve, prepare, and maintain updated hard copies of all TEAM submitted project documents. These documents will be made available through a secure online document sharing portal along with the Project Funds/Status reports available to City and Subcontractor staff, as well as the assigned PMOC. Transit Capital has encountered, within certain FTA regions, the unannounced and improper insertion of older "monies" not part of the original assigned grant award. FTA funds are assigned according to year, but not necessarily the current. Older funds when later placed into awarded grant allow for faster expiration funds, restrictions on project budget revisions, limits possible grant amendment options, and subject to lapse should change occur in project's schedule. Generated hard copies of these status reports showing the exact point of fund change have proven indisputable in such situations.

Proposed Financial Report work tasks shall include*:

- Identify allowable and unallowable cost;
- Develop cost allocation plans as required;
- Prepare actual Quarterly reports based on ECHO information;
- Total grant expenditures on the accrual basis of Accounting. The sum of cash disbursements for direct charges for property and services;
- The amount of indirect expense incurred;
- Value of in-kind contributions applied;
- Net increase or decrease in Accounts Payable;
- Recipient Obligated share of total expenditures;
- Total Unliquidated Obligation;
- Recipient Share of Unliquidated Obligations; and
- Representation as need for any Federal inquires and certifications of work performed by Transit Capital.

* Work tasks not limited to list shown. Actual work shall include all necessary tasks for report completion as specified in service contract.

Milestone Progress Reporting

As part of the quarterly Financial Federal reporting requirement, FTA monitors project milestones to gauge the reasonableness of established benchmarks and to ensure adherence to your proposed delivery schedule. The Project Manager will maintain and adjust all project delivery schedules and report them succinctly to FTA for review and concurrence. The Project Manager has proven most successful debating the merits of budget revisions and grant amendments on behalf of clients. This is an area where one must fully understand Federal statutes, OMB and FTA circulars to successfully present modifications in post-grant award activities.

Scheduling Oversight

Construction projects, at some point, will require a change order. Allowable request change to projects under the grant award can be approved by FTA's program office. Often minor Activity Line Item (ALI) changes within a given Project Scope, generally less than 20 percent change, may be adjusted through a Budget Revision. Any amended grant requests should receive prior approval and directed to the grants management specialist listed on the Notice of Grant Award. A few common requests include, but are not limited to: changes in the scope or objectives of the project; re-budgeting requests

approved by the MPO; and carry over to, or from, another grant budget of restricted funds or when a grant was not included under expanded authorities.

Performance Assessment Review

Transit Capital will work with the assigned PMOC, City staff and Subcontractors to assess the project's technical adaptation, schedule adherence, and projected cost against the baseline plans through project meetings. Performance Reviews allow for staff updates and provide a mechanism to assure adherence to the project performance commitments. This review also serves to identify weaknesses and potential concerns in the project implementation of the baseline plan, as well as an early identification of project milestones and critical paths in the schedule continuum.

Milestone Review

Project reporting normally conducted at meaningful points, such as stage or phase completion in the development schedule, FTA requires a quarterly update regarding adjustments (or completion) to the awarded grant project's commitments, plans, and phase status. Any action items and decisions should document, as part of the review minutes, and track towards scope completion and grant closeout.

Transit Capital has prepared years of Milestone Progress Reports (MPR) considered to be the most important to the successful completion of any construction project. However MPR preparation may become challenging with the inclusion of technical and code required specification of through system reviews and asset management requirements. Complications may arise from design, software specifications to installation issues, preliminary design and system test readiness. It is important that these MPR review meetings consist of all key staff, suppliers and Subcontract personel who is often the end user providing the equipment/service improvement to the transit customer.

Milestone Progress work tasks shall include*:

- Recommend an an appropriate resolution to pre-review findings.
- Report and maintain all required project milestones and adjust schedules as needed.
- Maintain fleet status and availability of transit records.
- Adjust required milestone and fleet records to reflect amended applications.
- Provide representation to all Federal inquiries and certifications of milestone/fleet record maintenance performed by Transit Capital.

* Work tasks are not limited to list shown. Actual work shall include all necessary tasks for report completion as specified in the contract.

III. National Transit Database Reporting

The National Transit Database (NTD) is an integral part of the Federal reporting process. Public bus transit operations "greatly" benefit from NTD reporting of the County's vehicle lane miles, unlinked trips, and passenger mile calculations. The NTD collects operational data to provide information to U.S. Congress for use in determining your agency's future Federal funding appropriations.

Financial Federal report work tasks shall include:

- Prepare appropriate database setup and waivers.
- Prepare Basic, Financial, Asset Management, Service, Resource, and Federal modules.
- Prepare mandatory sampling surveys and calculations for FFA10 module.
- Draft Funding Allocations modules to accurately reflect service delivery and operation.
- Provide clarification and justification to issues noted by NTD contract staff person.
- Prepare required quarterly and/or Monthly Ridership, and Safety and Security reports.

IV. Federal Triennial Review

All public transit systems receiving federal grants must comply with federal regulations of 17 review areas to maintain grant funding. The Federal Triennial Review provides FTA an opportunity to verify reported data, test grantee records, and methods, inspect facilities and construction sites and gather other information.

Transit Capital provides a pre-review session and Triennial Review training to highlight potential areas concerns in other "non-contracted" areas and to note immediate corrective actions based on our knowledge of the industry's best practices. Transit Capital assists clients with document preparation. We offer guidance and reference materials for each of the contracted work areas (prepared by our firm), as well as all supporting documents when available for the other federally reviewed areas.

Federal Triennial Review work tasks shall include*:

- Research and prepare County responses for FTA review areas.
  Drug-free Workplace and Drug and Alcohol review areas addressed by contracted bus operator, or governmental agency if directly operated.
- Recommend an appropriate resolution to pre-review findings.
- Draft all necessary policies, programs, and other required documents as needed, within the consultant area of expertise.
- Identify and propose work adjustment to demonstrate the client's compliance with federal requirements prior to actual, on-site review.
- Attend Triennial Review meeting in support of all prepared materials.

V. Planning for Public Transit

Transit planning for small urban areas is not without obstacles. Identified funding requirements for farebox recovery, paratransit client eligibility, vehicle maintenance, security, insurance, procurement, data retention and driver requirements are just a few areas that can pose many real difficulties for the small service provider. These and many other issues must be resolved for the service provider and the public to reap the benefits of an efficient public transit operation.

The challenge in this Transit Support Services contract is to provide the framework and build transit solutions supported by sound planning and experience. The Project Manager has experience a wealth of experience and knowledge coordinating with metropolitan planning organizations (MPOs). Transit Capital recognizes the importance of this project and can assist the City of Turlock with expert technical response to federal and state documents, as well as the creation of effective transportation solutions.

WILLIAM POWELL
Federal Program Reviewer

Areas of Expertise: *Triennial Review Program, Transit Performance Reviews, Transportation Planning, Transit Project Management, Transit Grant Development, Environmental Transit Studies, Maintenance and Service Plans, Project Development, Training Transit Teams*

EDUCATION

BS Business Administration, Auburn University, Auburn, AL
UC Berkeley Extension, Certificate Traffic Engineering
UC Irvine, CA, Environmental Impacts Certificate
Graduate School of City Planning, Georgia Institute of Technology

WORK EXPERIENCE

Summary

Mr. Powell has more than 27 years of experience in transit and transportation, including positions as a program manager, project manager and planner at public agencies including Georgia Regional Transportation Authority and the Federal Transit Administration. He has conducted and participated in over 20 FTA Triennial Reviews including reviews at the City of Merced, Sacramento Transit, King County Transit, Turlock Transit, Georgia Regional, and Las Vegas/Clark County Transit. From his start as an associate in the transportation planning department for the City of Los Angeles, progressively responsible roles include serving as transit project manager for Sacramento Rail, Regional Express, GA; Express Bus Project, CA; Las Vegas Resort Corridor; DASH/Central City, CA; Yosemite (YARTS), CA; DASH/Fairfax; Foothill Transit; Buckhead People Mover; and Turlock Short Range Transit, among others. He attends the FTA TR seminars each year to stay current. He has demonstrated ability to identify risks in the management of public transit. In addition, he has worked with community groups and responded to public inquiries on matters concerning comprehensive public transit with an ability to communicate to non-expert groups, individuals and stakeholders. He provided training and direction to technical and administrative professionals such as TEAM training to the City of Gastonia.

Relevant Experience

Triennial Reviews

Mr. Powell has participated with triennial reviews assisting FTA with the Federal compliance of grant recipients, ranging from large multi-modal systems to small paratransit providers, for eight years. Mr. Powell has prepared and represented several grantees in triennial reviews for 12 years with minimal findings, if any. In this role, he conducts audits related to compliance with FTA and other governmental requirements. He identifies potential concerns, issues and risks and communicates these both orally and in writing with grantees and regional office staff. He works to identify the root causes of issues and presents solutions to identified concerns based on best practices and lessons learned.

Principal Manager, Transit Capital Support Services

Duties require extensive coordination, liaison, negotiation, and consultation with officials of a broad range of governmental agencies and the general public on behalf of the transit client at local, state, regional and federal levels. Prepares and monitors all financial and technical reports related to contracted grant development, financial status and milestone status reports, NTD reporting,

DBE/Title VI reports, and other industry-required documents of the US DOT, Federal Transit Administration. Presents submission-ready final documents to each client along with correct guidance, instructions and recommendations to ensure full compliance with all Federal regulations.

Project Manager, Georgia Regional Transportation Authority
Duties required the preparation and monitoring of technical documents related to contracts including Federal grant development and reporting documents. Prepared, negotiated and administered contract agreements with local districts, transit labor unions, operational land use impacts and technology. Also prepared State and Federal grant applications for project funding. Researched and presented innovative practices related to ambient air quality standards, including compliance with all Federal regulations. Presented recommendations and action items for orally and in writing for approval, including communication of complex issues to non-expert audiences.

Community Planner, Federal Transit Administration
Duties included the direct management and coordination of infrastructure enhancement projects for preliminary research documentation through final design and construction. Developed quantitative standards and applied techniques to assess project effectiveness. Conducted formal Federal certification interviews and prepared reports on comprehensive work programs and long range planning practices according to the U.S.C. 49 CFR and Equal Opportunity Title VI of the Civil Rights Act of 1964. Researched and provided current guidelines to local and state government, service providers, and the general public on project specific environmental impacts and region-wide planning/mitigation efforts. Directed and trained technical and clerical staffs on the establishment and maintenance of an efficient grant system including application, award, administration, and close-out. Provided oversight towards the completion of Environmental Impact Reports/Statements (EIR/S), Environmental Assessments (EA), and Categorical Exclusions (CE) in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C 4332 and the Clean Air Act Amendment (CAAA) as appropriate.

Principal Planner, Atlanta Regional Commission (ARC)
Provided the development, implementation and maintenance of the Regional Long Range Plan, the Transportation Improvement Program, and other federal funded special-area study projects. Provided direction and training to project study teams, coordinated advisory and steering committees, and presented project information to elected officials, community groups and governmental agencies regarding the planned projects in the City of Atlanta. Duties also required the preparation of project objectives, work scopes, implementation strategies, funding source identification, and project impact assessment of environmental control measures as mandated by the National Environmental Policy Act (NEPA), 42 U.S.C. 4332 and the National Historic Preservation Act, 106. Also computed of VOC emissions for highway and major arterial projects, and participated in 1996 Summer Olympic pedestrian, bridge and infrastructure projects within the City of Atlanta.

Transportation Planning Associate, City of Los Angeles
Duties included the implementation an administration of the City's comprehensive public transit and ridesharing programs. Duties required monitoring and interpreting assigned projects to ensure proper service levels and adherence to program budget according to contracts. Other responsibilities included responding to public inquiries, consulting community groups with special transportation needs, drafting requests for proposals, and preparing budgets, service schedules, contracts and legislative responses.

EMPLOYMENT HISTORY

Principal Manager, Transit Capital Support Services (May 2003- Present)
Program Manager, Georgia Regional Transportation Authority (2001-2003
Community Planner, Federal Transit Administration, San Francisco (1995-2001)
Principal Planner, Atlanta Regional Commission (ARC) (1992-1994)
Transportation Planning Associate, City of Los Angeles (1988-1992)

PROJECTS – PROJECT MANAGER FOR FOLLOWING TRANSIT PROJECTS:

Transit Projects	**Investment Amount**
Sacramento Rail (construction)	$222 Million (FFGA)
Regional Express (GA)	$21.7 Million
Express Bus Project (CA)	$9.5 Million
Las Vegas Resort Corridor	$8.4 Million
DASH/Central City (CA)	$1.6 Million
Yosemite (YARTS)	$500,000
DASH/Fairfax	$500,000
Foothill Transit	$300,000
Buckhead People Mover Study	$100,000
Turlock Short Range Transit Study	$100,000

Urban Area Formula	**Federal Apportionment**
Atlanta, GA (GA Regional)	$12.7 Million
Las Vegas, NV	$12.1 Million
Sacramento, CA	$11.9 Million
Fresno, CA	$4.7 Million
Stanislaus, CA	$3.2 Million
Bakersfield, CA	$3.1 Million
Reno, NV	$3 Million
Turlock, CA	$2 Million
Hanford, CA	$2 Million
Hattiesburg, MS	$911,005
Tulare, CA	$833,870
Merced, CA	$747,162

Paratransit Projects	**Investment Amount**
MTA Pass Buydown	$7 Million
Crenshaw Community	$400,000
Greater Watts Community	$400,000

Transit Related Reports	**Activity Amount**
Transit Marketing	$6.5 Million
Olympic Plan- General Aviation	$100,000
Public Involvement Development	$80,000
Olympic Transit Participation	$73,000
National Transit Database	$55,000
Short-Range Transit Plan	$68,000
GIS Network Development	$48,000
Transit Emergency Response	$35,000
Emission Control Assessment	$18,000

Transit Capital Support Services, LLC understands and will comply with all applicable Federal clauses and subsections as listed in RFP – City Project No. 15-60, and provides the following signed certification.

Attached certification: Lobbying, page 14

Lobbying: Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, Transit Capital Support Services, 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

William Powell, Principal Mgr Name and Title of Contractor's Authorized Official

August 17, 2015 Date

TRANCAP-01 LBRUMBELOW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Southern States Insurance
P.O. Box 1117
Douglasville, GA 30133

CONTACT NAME:
PHONE (A/C, No, Ext): (678) 715-9513 FAX (A/C, No): (770) 447-0704
E-MAIL ADDRESS: service@southernstatesinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich Insurance Services	19356
INSURER B : CNA/Continental Insurance Co.	52412
INSURER C : Johnson & Johnson Inc., Mgrs.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Transit Capital Support Servic
Bill Powell
1170 Peachtree St NE 12th Flr
Atlanta, GA 30309

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PAS03232073	09/26/2014	09/26/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		612158609	05/14/2015	05/14/2016	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liabili			SP1012378H	01/19/2015	01/19/2016	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Turlock Development Services Department
Engineering Division
Attn: Wayne York
156 South Broadway, Suite 156
Turlock, CA 95380

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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References

Mr. Ron Hughes, Executive Director
California Vanpool Authority
1340 North Drive
Hanford, CA 93230
(559) 852-2696

Ms. Debby Key, Transit Fleet Manager
City of Gastonia
800 N. Broad Street,
Gastonia, NC 28054
(704) 866-6854

Mr. Vincent Nelms, Transit Division Manager
City of Hattiesburg
200 Forrest Street,
Hattiesburg, MS 39403
(601) 545-6259

Mr. Scott Medeiros, Transit Planner
City of Turlock, Development Services
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 ext 4427

Mr. William Harned, Area Vice President
209 Meadow Blossom Way
Simpsonville, SC 29681
(864) 201-5563

Exhibit C

BID #: City of Turlock - RFP City Project No. 15-60	DATE: August 17, 2015
EST. PREPARED BY: William Powell, Principal Manager - Transit Capital Support Services, LLC.	

COST SUMMARY

LABOR OVERHEAD

TEAM MEMBERS		*HOURS		RATE			EXTENSION
Project Manager - W. Powell		540		$95.00			51,300
TOTAL HOURS		540					
				LABOR SUBTOTAL			51,300
GENERAL OVERHEAD @	0.3063			OVERHEAD SUBTOTAL			15,713
			TOTAL LABOR/OVERHEAD				$67,013

DIRECT NONLABOR

	Miscellaneous - assigned to Project Work						0
	(telephone, postage, accounting/billing, printing, rent, utilities, insurance premiums, etc.)						
							0
				0			
				0			
				0			
				0			
				0			
	Travel (mileage, airline trips, car rentals, per diem, etc.)						0
	Other						0
						TOTAL DIRECT NONLABOR	$0

OUTSIDE SERVICES AND SUBCONTRACTS

Contract share of CPA required DBE financial monthly and annual statements.	1,200
TOTAL OUTSIDE SERVICES AND SUBCONTRACTS	$1,200

RECAPITULATION

Total Labor/ Overhead	67,013
Total Direct NonLabor	0
Total Outside Services & Subcontracts	1,200
Profit	0.00
TOTAL ESTIMATED COST	$68,213
Bi-monthly invoice amount	$11,368.83

* estimated contract hours based on project direct and administrative hours July 1, 2014 to June 30, 2015.

TRANSIT CAPITAL SUPPORT SERVICES
STATEMENT OF DIRECT LABOR AND OVERHEAD RATE

1. Company Overview

Transit Capital Support Services (Transit Capital), LLC. is a Federally certified 8(a), State recognized DBE, professionally insured transit consulting firm providing technical assessment, submission-ready documents, instruction and guidance to transit operators. These service assignments includes: fixed-route, paratransit, vanpool services, and construction projects. Transit Capital prepares all financial and technical reports in the areas of grant development, financial status reports, vehicle maintenance Plans, milestone progress reports, and National Transit Database reports in full compliance with the US DOT, Federal Transit Administration and State of California, Department of Transportation regulations.

NAICS/SIC Codes:

Transportation Management Consulting Services: 541614/8742
Planning and Management Consulting Services: 541611/8742
Document Preparation Services: 561410/7338

2. Basis of Accounting and Description of Accounting Systems

It is the firm's policy is to prepare overhead schedules, which support the statement of direct labor, fringe benefits and general overhead, on the basis of accounting practices prescribed by Cost Accounting Standards Chapter 99, Subparts 9904.401, 9904.402, and 9904.410 of the Federal Acquisition Regulations, 48 CFR.

Revenues are derived from billings for services and reimbursable expenses. The firm has 100 percent government contracts. Revenues are recognized on these contracts as costs are incurred. The firm maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the firm's job-order cost accounting system. The firm's method of estimating costs for pricing purposes during this proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

3. Direct Labor Charges

This rate does not include any profit margin, travel costs, or interest. Expense categories used to develop the billing rate for consulting services are not included in the firm's overhead rate. The direct labor rate for this proposal is $95.00 per hour.

4. Overhead Rate Summary

The following tabulations summarize the FAR provisional indirect cost rates incurred by the firm for the year end December 31, 2014:

Description:	Fringe Benefits	14.41%
	General Overhead	16.22%
	Combined Indirect Cost	30.63%
	Overhead FAR Rate	$29.09 per hour

5G

Council Synopsis

September 22, 2015

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 10 (Final), in the amount of $19,435.45 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,277,095

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical. The Contractor completed the contract work and change orders, including the work identified in Change Order No. 10 (Final). However, when City Staff requested acceptance the issuance of the Notice of Completion for the project, Change Order No. 10 (Final) was not included in the adjusted contract total. City Staff now ask that Council approve payment for Change Order No. 10 (Final).

Change Order History	Amount	City Council Meeting
Original Contract	$4,255,614	2/1/11
Change Order No. 1	($122,759)	1/10/12
Change Order No. 2	$22,703	2/12/13
Change Order No. 3	$48,387	4/23/13
Change Order No. 4	$16,889	6/25/13
Change Order No. 5	$13,492	7/23/13
Change Order No. 6	$15,013	11/12/13
Change Order No. 7	$6,249	12/10/13
Change Order No. 8	$756	2/11/14
Change Order No. 9	$1,316	3/25/14
Change Order No. 10 (Final)	$19,435	9/22/15
Adjusted Contract Total	$4,277,095	

Description of change order:

Change order No. 10 (Final) includes the following:

1) Provide and install conduits and HDMI cables to all 18 monitor locations shown on the plans that connect to the 9X Media system, in the amount of $19,435.

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.

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $4,257,660 will be increased in the amount of $19,435, bringing the total contract to $4,277,095 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

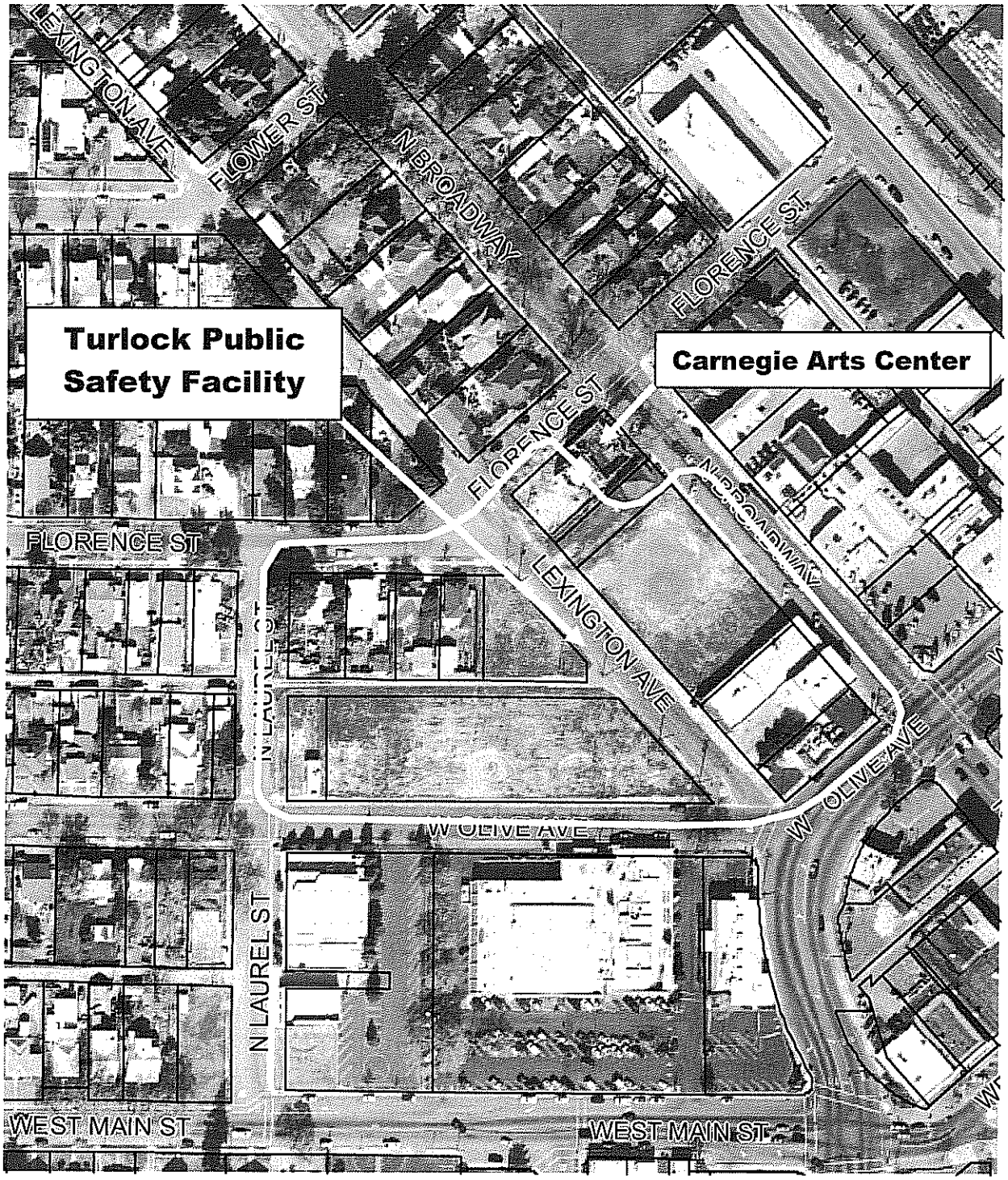
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve Change Order No. 10 (Final). This option is not recommended by City Staff since Contractor has completed the work and the changes were necessary to construct the 9X Media system for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 22-Sep-15 **Change Order No.:** 10 (Final)
Project Name: Turlock Public Safety Facility

Darrale Patrias Electrical Contractor, Inc.
2480 N. Walnut Rd.
Turlock, CA 95382

Project No.: 0804B - Category 13
Contract For: $4,255,614.00
Contract Award Date: February 1, 2011

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	Provide and install conduits and HDMI cables to all 18 monitor locations shown on the plans that connect to the 9X Media system.	LS	1	$19,435.45	$19,435.45
			Total this CCO=		$19,435.45

The original contract sum =	**$4,255,614.00**
Net change by previous change orders =	**$2,045.95**
(increased)	**$19,435.45**
The new contract sum including this change order will be =	**$4,277,095.40**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

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

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

5H

Council Synopsis

September 22, 2015

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations received from July through September Fiscal Year 2015-16 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

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

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

Total amount donated $496.48

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS RECEIVED FROM JULY THROUGH SEPTEMBER FISCAL YEAR 2015-16 TO BE DEPOSITED FOR A VARIETY OF PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT PROGRAMS, SCHOLARSHIPS, AND ACTIVITIES	}	**RESOLUTION NO. 2015-**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donations received from July through September Fiscal Year 2015-16 to be used for a variety of programs and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS

Date	Donor	Address	City	State	Zip Code	Account Number		Amount
7/29/2015	Save Mart Shares Program	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	$	96.48
7/30/2015	City of Turlock Employees	156 S Broadway	Turlock	CA	95380	270-61-635-399.37200_000	$	350.00
						Donation Total	$	446.48
In Kind								
7/17/2015	Maura Peterson (307-907-6908)	P O Box 38053	Miami	FL	33238		$	50.00
						In Kind Total	$	50.00
						Grand Total	**$**	**496.48**

Taken to City Council Sept.22, 2015 for acceptance.

Council Synopsis

September 22, 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 a renewal agreement between the City of Turlock and Dragon Sports to offer youth self-defense classes

2. DISCUSSION OF ISSUE:

The City of Turlock and Dragon Sports, intend to work together to implement youth self defense classes for the year September 2015 to September 2016. This program is designed to teach children ages 4 – 15 the fundamentals and skills of self defense. All program activities will take place at City of Turlock facilities. This is a renewal of a current contract between the City of Turlock and Dragon Sports.

3. BASIS FOR RECOMMENDATION:

To ensure the City and Dragon Sports are adequately shielded from risk and liability, staff thoroughly evaluated the impacts of entering into an Independent Contract with Dragon Sports. In order to contract with the City of Turlock, Dragon Sports 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 Dragon Sports 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

At the conclusion of the program, the City of Turlock will pay Dragon Sports 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:

Council could choose not to enter into a Contract with Dragon Sports to provide youth self defense classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Dragon Sports
for
Youth Self-Defense Classes
CONTRACT NO. 15-117

THIS AGREEMENT is made this 22nd day of September 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Dragon Sports,** a youth self-defense provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for Youth Self-Defense 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.

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

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT

OK for Agenda.

CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed fifteen thousand and no/100^{ths} Dollars ($15,000). 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 September 22, 2015 and end September 22, 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.

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:

INDEPENDENT CONTRACTOR: **DRAGON SPORTS**
ATTN: TROY EDWARDS
POST OFFICE BOX 335
DENAIR, CA 95316
PHONE: (209) 605-1529
FAX: N/A

CITY: **CITY OF TURLOCK**
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DIVISION
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

36. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

DRAGON SPORTS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

PERFORMANCE OF DUTIES
INDEPENDENT CONTRACTOR agrees to provide youth self-defense classes to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 60% of registration fees minus a $6.00 per participant administrative fee to be kept by the 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 fifteen thousand dollars ($15,000) for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration closure.

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

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

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

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

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

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks 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. 15-118
between
THE CITY OF TURLOCK
and
DRAGON SPORTS

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

1. **Workers' Compensation insurance**
   Troy Edwards is the sole proprietor of Dragon Sports and has no employees.

2. **Automobile Liability Insurance**
   Mounir Ouazzia will not be using an automobile as part of his/her work or services under this Agreement.

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

Dated: September 22, 2015

_____
Troy Edwards, Owner

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

Council Synopsis

September 22, 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 a renewal agreement between the City of Turlock and Kidz Love Soccer, Inc., to offer youth soccer classes

2. DISCUSSION OF ISSUE:

The City of Turlock and Kidz Love Soccer, Inc., intend to work together to implement youth soccer classes for the year September 2015 to September 2016. This program is designed to teach children ages 2 – 10 the fundamentals and skills of youth soccer. All program activities will take place at City of Turlock facilities. This is a renewal of a current contract between the City of Turlock and Kidz Love Soccer, Inc.

3. BASIS FOR RECOMMENDATION:

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

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Kidz Love Soccer, Inc.
for
Youth Soccer Classes
CONTRACT NO. 15-118

THIS AGREEMENT is made this 22nd day of September 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Kidz Love Soccer, Inc.**, a youth soccer provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for Youth Soccer 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.

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

4. COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all

OK for Agenda

of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed nineteen thousand and no/100^{ths} Dollars ($19,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

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

(b) Payment:

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

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

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

(c) Non-Appropriation of Funds:

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

5. TERM OF AGREEMENT: This Agreement shall become effective September 22, 2015 and end September 22, 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.

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 hèreto. 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:

INDEPENDENT CONTRACTOR: KIDZ LOVE SOCCER, INC.
ATTN: PETER STANLEY
780 MONTAGUE EXPRESSWAY, SUITE 602
SAN JOSE, CA 95131
PHONE: (408) 774-4629
FAX: (888) 391-5114

CITY: **CITY OF TURLOCK**
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DIVISION
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5542 Ext. 4601
FAX: (209) 668-5619

36. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5599 x 4603
E-mail: mcrivelli@turlock.ca.us

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
_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

KIDZ LOVE SOCCER, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

COMPENSATION
INDEPENDENT CONTRACTOR will be paid 70% of registration fees minus a $6.00 per participant administrative fee to be kept by the 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 nineteen thousand dollars ($19,000) for the duration of this agreement. INDEPENDENT CONTRACTOR will be paid within six weeks of registration closure.

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

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

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

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

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

COORDINATION OF WORK

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

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 15-118
between
THE CITY OF TURLOCK
and
KIDZ LOVE SOCCER, INC.

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

1. **Automobile Liability Insurance**
   Mounir Ouazzia 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: September 22, 2015

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

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

5K

Council Synopsis

September 22, 2015

From: Robert Jackson, Chief of Police

Prepared by: Brian White, Division Chief

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a renewal agreement with Target Solutions for a subscription of online training services for continuing education in Emergency Medical Service (EMS) and other various mandated training for Turlock Fire Department personnel, in an amount not to exceed $3,995, from Fund 265-30-310.302_47140 "Cal Firefighters Joint Apprenticeship Committee (JAC)"

2. DISCUSSION OF ISSUE:

The Turlock Fire Department currently uses this online training program to offer many mandated training topics, improve the accountability of course completion by generating enhanced program reports, allow for expanded uses to include: business inspection and "All Fire" department communications to be uploaded and tracked, allow for the uploading of department policies, procedures and operations for all users to view online and to allow the firefighters to view, use and share information with other county fire department members in the "Resource Sharing Group" in a secure system. Joint Apprenticeship Committee (JAC) Funds are reimbursed funds for documented training hours submitted monthly for firefighter training. However, in the event that the JAC Funds are no longer available, other funding options would be explored, including the option of having the Fire Department personnel pay the costs of maintaining their EMT certification per their current MOU.

3. BASIS FOR RECOMMENDATION:

In order to meet the current and future National Registry EMS Standards, the Firefighters must complete twenty-four (24) hours Continuing Education EMS Training every two (2) years. Target Solutions is a program that continually updates the course material, provides the needed continuing education units, issues training certificates of completion and maintains the Continuing Education EMS Training records for EMT recertification which further assists savings in the administration of the Training Division.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $3,995.00 subscription total paid from available Joint Apprenticeship Committee (JAC) Funding Source.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Identify alternative sources for EMT Continuing Education Training programs or budget to upgrade the current EMT Software and EMT textbooks. Staff does not recommend this option due to the fact that there would be a cost to continually upgrade the software program and the student EMT Textbooks to meet National Registry Standards presently and periodically in the future.

TARGETSOLUTIONS

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. **Term.**

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

OK for Agenda
pm

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Client Name:

Address:

By: _____

Printed Name: _____

Title: _____

Date: _____

TARGETSOLUTIONS

TargetSolutions Learning, LLC.

Schedule A

DATE of SUBMISSION
7/2/2015

LICENSE TERMS: 5.19.15-5.18.16

Business Proposal Exclusively Developed for:
Pasadena Fire Department
ATTN: DC Brian White
244 N. Broadway
Turlock, CA 95380
bwhite@turlock.ca.us

Regional Sales Director: Andrew Lynch
Email: ajl@targetsolutions.com
Phone: 858-376-1615

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
TargetSolutions Platform: Pasadena FD FF	$ 80.00	45	$ 3,600.00
			$ -
Total Annual Investment			**$ 3,600.00**
Annual Maintenance Fee	$ 395.00	1	$ 395.00
Optional Products and/or services:			
WebConnect Online Video Conferencing	$ 699.00		$ -
AHA Online BLS Content per license	$ 29.00		$ -
AHA Online ACLS or PALS Content per license	$ 115.00		$ -
	TOTAL DUE ANNUALLY		**$ 3,995.00**

Gold Level CSAC

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Plaform System Requirements and Platform Solution Description documents listed in detail at the following url:

http://www.targetsolutions.com/clients/client-resources/

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

TargetSolutions, LLC ("CONTRACTOR")
Dated: September 22, 2015
City Contract No. 15-081

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **INDEMNIFICATION**: CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of:

(a) a third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person; or

(b) the gross negligence of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY

3. **TERM:** The term of this Agreement shall be for a period of twelve (12) months beginning September 22, 2015 and ending September 22, 2016, subject to CITY's availability of funds.

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

5. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

Brian White, Fire Division Chief
Fire Administration
244 N. Broadway
Turlock, CA 95380-4737
Telephone Number (209) 668-5580
E-mail Address: BWhite@Turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TARGETSOLUTIONS, LLC

By: _____

Title: _____

Print name: _____

Date: _____

5L

Council Synopsis

September 22, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the salary range for the job classification of Purchasing Coordinator from 22.0 to 25.6, TCEA Bargaining Unit 4 Salary Schedule, effective September 22, 2015

2. DISCUSSION OF ISSUE:

The Purchasing Coordinator retired effective July 3, 2015 after 27 years of service with the City of Turlock. The Purchasing Coordinator is the sole employee responsible for all purchasing functions at the City of Turlock.

The Human Resources Department conducted an internal and an external recruitment for the position of Purchasing Coordinator during the months of May/June 2015.

Interviews were conducted at the end of June 2015, unfortunately none of the candidates had 5-years progressively responsible purchasing experience with a large business, non-profit, or governmental agency.

We performed a salary/benefit survey for positions with similar education and experience requirements at cities that have been approved for comparison by bargaining groups and found that our salary range isn't competitive for the level of experience that is required. Table includes salary survey results:

Agency	Title	Step 1	Step 5	% more/(less)
City of Turlock	Purchasing Coordinator	$3,838	$4,665	-
City of Clovis	Administrative Assistant	$4,228	$5,139	10.16%
City of Livermore	Purchasing Specialist	$5,104	$6,204	32.99%
City of Merced	Purchasing Supervisor	$4,467	$5,429	16.38%
City of Modesto	Senior Buyer	$4,858	$5,907	26.62%
City of Woodland	Purchasing Manager	$5,255	$6,387	36.91%

The other cities that are approved for comparison have decentralized the purchasing function in their organization and no longer have a Purchasing Department/Division.

3. BASIS FOR RECOMMENDATION:

Based upon our salary/benefit survey and the lack of experienced applicants that applied for the position of Purchasing Coordinator we are requesting the salary range to be adjusted to fall in line with other cities with comparable positions. We are requesting the salary range be changed from 22.0 to 25.6 on the TCEA Salary Schedule for Unit 4.

Range	Step 1	Step 2	Step 3	Step 4	Step 5
22.0	$3,838	$4,030	$4,231	$4,443	$4,665
25.6	$4,578	$4,807	$5,047	$5,299	$5,564

Strategic Plan Initiative A. EFFECTIVE LEADERSHIP

Goal(s): c. Hire, develop, and retain the best and most qualified employees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
For FY15-16 there will be no fiscal impact as the retired Purchasing Coordinator was on range 22.0, step 5 which paid $4,665 per month. The new Purchasing Coordinator would be placed on step 1 of range 25.6 which pays $4,578 per month. For the next four fiscal years the impact will be 5% per year until step 5 is achieved. The total fiscal impact once step 5 is reached will be approximately 19.5%.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve salary range change for Purchasing Coordinator.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE SALARY RANGE FOR THE JOB CLASSIFICATION OF PURCHASING COORDINATOR FROM 22.0 TO 25.6, TCEA BARGAINING UNIT 4 SALARY SCHEDULE, EFFECTIVE SEPTEMBER 22, 2015	}	**RESOLUTION NO. 2015-**

WHEREAS, the Purchasing Coordinator has retired after 27 years of service with the City of Turlock and is the sole employee responsible for all purchasing related functions for all City Departments; and

WHEREAS, Human Resources has conducted two recruitments for the position of Purchasing Coordinator which requires 60 units of college course work and 5-years progressively responsible purchasing experience with a large business, non-profit, or governmental agency; and

WHEREAS, both recruitments failed to attract experienced candidates and after conducting a salary/benefit survey of similar purchasing positions at comparable cities that require same level of education and experience it became apparent that our salary is not competitive.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the salary range for the job classification of Purchasing Coordinator from 22.0 to 25.6, TCEA Bargaining Unit 4 Salary Schedule, effective September 22, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 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

September 22, 2015

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

Prepared by: Nathan Bray, P.E.
Principal Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the replacement of the HVAC facilities at the utilities shop

Motion: Approving an agreement in the amount of $8,295 (Fund 410 & 420) with Champion Industrial Contractors, Inc. of Modesto, California, for City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop"

2. DISCUSSION OF ISSUE:

The HVAC unit in the utilities shop at the corporation yard has overheated and ceased working, presenting a hazard to employees working in the area. In accordance with the Turlock Municipal Code Section 2-9-6 and Section 8558 of the State Government Code and Section 22050 of the Public Contract Code and City of Turlock Resolution No. 2010-028, the City Manager declared City project no. 15-68 an emergency and ordered repair of the affected facilities. Following the formal bid process would create delay this emergency would not permit.

Staff contacted Champion Industrial Contractors, Inc. to submit a quote to remove the existing facilities and install a new unit with more capacity. Champion Industrial Contractors was selected due to the outstanding, long-time working relationship with the City of Turlock.

3. BASIS FOR RECOMMENDATION:

A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair of or replacement of public facilities forgoing the formal bid process.

B) Pursuing the formal bid process per the Public Contract Code would create delay this emergency would not permit.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Address growth related issues (current and future)
vii. Water and Sewer: replace aging infrastructure as needed

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Contract Administration & Building Fees
$10,624	$8,295	$829	$1,500

This project's funding is comprised equally by the following line numbers:

410-51-531.44001_000 "Supplies – General"
410-51-532.44001_000 "Supplies – General"
420-52-550.44001_000 "Supplies – General"

All project funding has been appropriated in the approved 2015-2017 budget and no additional appropriations are needed at this time.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is the emergency replacement of the HVAC unit in the utilities shop at the corporation yard and failure to address these hazards will result in eminent danger. In accordance with Section 15301(c) of the California Environmental Quality Act (CEQA), this project has been determined to not have a significant effect on the environment and is categorical exempt from the provisions of CEQA.

7. ALTERNATIVES:

A. Reject the CEQA determination made. Staff does not recommend this as the project scope is consistent with Section 15301 (c) of CEQA and therefore categorically exempt from the provisions in CEQA.

B. Reject the affirmation of the declaration of emergency declared by the City Manager. Staff does not recommend this alternative as Council has given the City Manager the authority to declare emergencies with City Resolution No. 2010-028 and the project is needed to correct an eminent hazard.

C. Reject an agreement with Champion Industrial Contractors. Staff does not recommend this as the City has a good working relationship with Champion Industrial Contractors and they serve as the City's maintenance contractor on a variety of City owned facilities.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-68

Emergency HVAC Replacement at Utilities Shop

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and Champion Industrial hereinafter called "Contractor" on this 22nd day of September 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 In accordance with City of Turlock Resolution 2010-028, the City Council has delegated authority to the City Manager to declare an emergency and order repair of or replacement of public facilities, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contractors pursuant to section 22050(a)(1) and 22050(b)(1) of the public contract code.

C In accordance with the Public Contract Code Section 22050, the City Manager declared project 15-68, "Emergency HVAC Replacement at Utilities Shop" an emergency thus allowing the City to bypass formal bidding procedures.

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: install one 4-ton 13 SEER Split System with a 40,000 BTU upflow heater, supply the unit with a coated condenser coil, evaporator coil and all refrigerant piping, coat all exposed welds made in the field, reconnect existing duct work, unit stand, refrigerant piping, drain line, gas line flue piping line, dispose of the existing unit pursunt to EPA Regulations, start-up and test the new unit's operation, install two supply vents inthe Brake Room, enlarge the line voltage wiring, breaker and disconnect, obtain a no-fee building permit, submit energy calculations for building permit 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 contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

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

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

3. **SCHEDULE:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-68, "Emergency HVAC Replacement at Utilities Shop ."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Eight Thousand Two Hundred Ninety Five and XX/100ths Dollars ($8,295.00).** 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 October 31, 2015.

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 **Zero** and no/100ths Dollars **($0.00)** 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 accordance with Section 9550 of the California Civil Code, this project is less than $25,000 and bonding is not required.

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. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

23. CONTRACTOR'S INSURANCE:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar

insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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.

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:

Champion Industrial Contractors
1420 Coldwell Avenue
Modesto CA, 9553

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Nathan Bray
Development Services Department
156 S. Broadway, Suite 156
Turlock, California 95380-5456
Telephone: (209) 668-5520
E-mail: nbray@turlock.ca.us

32. INTERPRETATION:

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

33. 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.

34. 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 16 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

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

6A

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 2015-01 - PLANNED DEVELOPMENT 272 (THE VISTA STUDENT HOUSING)]	}	**ORDINANCE NO. -CS**

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

SECTION 1. ZONING CHANGE. The Zoning Map of the City of Turlock is hereby amended to rezone the following described property from Community Commercial and Planned Development No. 267 to Planned Development No. 272 (with an underlying zoning of High Density Residential (R-H)), under the provisions of Title 9 of the Turlock Municipal Code, and said real property shall hereafter be subject to the provisions and regulations of this Chapter relating to property located within such Districts. Said properties are described in Exhibit 1 located at 900 W. Monte Vista Ave (Stanislaus County APNs 071-006-021) and in Exhibit 2 located at 3000 Crowell Road and 1010 W. Monte Vista Ave. (Stanislaus County APNs 071-073-007 and -009).

SECTION 2. ZONING MAP. The Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code is amended to appear as set forth on the map attached hereto (Exhibit 3), which is hereby made a part of this ordinance by reference.

SECTION 3. ENVIRONMENTAL DETERMINATION. The City Council adopted Resolution 2015-192 adopting a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program, having determined that there is no substantial evidence, in the light of the whole record, that the project as revised may have a significant effect on the environment, and hereby directs that a Notice of Determination be filed with the Stanislaus County Recorder and the California State Office of Planning and Research.

SECTION 4. 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 5. 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 22nd day of September, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 22nd day of September, 2015.

_____
GARY SOISETH, Mayor

ATTEST:

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

Exhibit #1

Legal Description

For APN/Parcel ID(s): 071-006-021

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING THAT PROPERTY SITUATE IN NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN UPON THAT CERTAIN PARCEL MAP IN VOLUME 28 OF PARCEL MAPS, PAGE 121, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL B AS SHOWN ON THE MAP FILED IN BOOK 25 OF PARCEL MAPS , AT PAGE 78, STANISLAUS COUNTY RECORDS; THENCE SOUTH 0°22'31" EAST, ALONG THE SOUTH PROJECTION OF THE WEST LINE OF SAID PARCEL B, A DISTANCE OF 272.59 FEET; THENCE SOUTH 45 °16'15" EAST, A DISTANCE 21.25 FEET TO A POINT WHICH LIES 36.00 FEET DISTANT FROM THE SOUTH LINE OF PARCEL 2 AS SHOWN ON THE MAP FILED IN BOOK 28 OF PARCEL MAPS AT PAGE 121, STANISLAUS COUNTY RECORDS; THENCE NORTH 89°50'00" EAST PARALLEL WITH AND 36.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL 2, A DISTANCE OF 262.17 FEET; THENCE NORTH 44°43'45" EAST, A DISTANCE OF 25.41 FEET TO THE EAST LINE OF SAID PARCEL 2, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF DEL'S LANE; THENCE NORTH 0°22'31" WEST ALONG LAST SAID WEST LINE, A DISTANCE OF 269.59 FEET TO THE SOUTHEAST CORNER OF ABOVE SAID PARCEL B; THENCE SOUTH 89°50'00" WEST ALONG THE SOUTH LINE OF SAID PARCEL B , A DISTANCE OF 295.17 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE PRESENT SURFACE (WITHOUT RIGHT OF SURFACE ENTRY) AS CONVEYED TO LANCE E. ELLIS, ET UX, IN DEED RECORDED FEBRUARY 1, 1983, IN VOLUME 3638, AT PAGE 774, OFFICIAL RECORDS, AS DOCUMENT NO. 40189.

Exhibit #2

Legal Description

THE LAND REFERRRED TO HEREINBELOW IS SITUATED IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That certain parcel of land identified as Parcel 1 on Exhibit B of Lot Line Adjustment No. 13-02 recorded July 17, 2013, Instrument No. 2013-0061156 of Official Records, situated in the Northwest Quarter of Section 10, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1 as shown on Parcel Map filed for record July 11, 2011 in Book 56 of Parcel Maps, Page 66, Stanislaus County Records.

Except therefrom that portion of said Parcel 1 more particularly described as follows:

Beginning at the Northeast corner of Parcel 3 as shown on Parcel Map filed for record July 11, 2011 in Book 56 of Parcel Maps, Page 66, Stanislaus County Records, said point also lying on the South right-of-way line of Monte Vista Avenue; thence parallel with the East line of above said Parcel 1, South 00° 22' 22" East a distance of 226.00 feet; thence South 89° 50" 00" West a distance of 226.03 feet to the point of intersection with the West line of above said Parcel 1; thence along last said West line North 00° 00' 00" West a distance of 75.00 feet to the Southwest corner of said Parcel 3; thence along the South line of said Parcel 3 North 89° 50' 00" East a distance of 225.00 feet to the Southeast corner thereof; thence along the East line of said Parcel 3 North 00° 10' 00" West a distance of 151.00 feet to the point of beginning.

Also except therefrom all oil, gas and other hydrocarbon substances below a depth of 500 feet, measured vertically from the present surface (without the right of surface entry) in and under the above described property, as conveyed to Lance E. Ellis, et ux in Deed recorded February 1, 1983, Instrument No. 40189, in Book 3638, Page 774, of Official Records

APN: 071-073-009

Parcel 2:

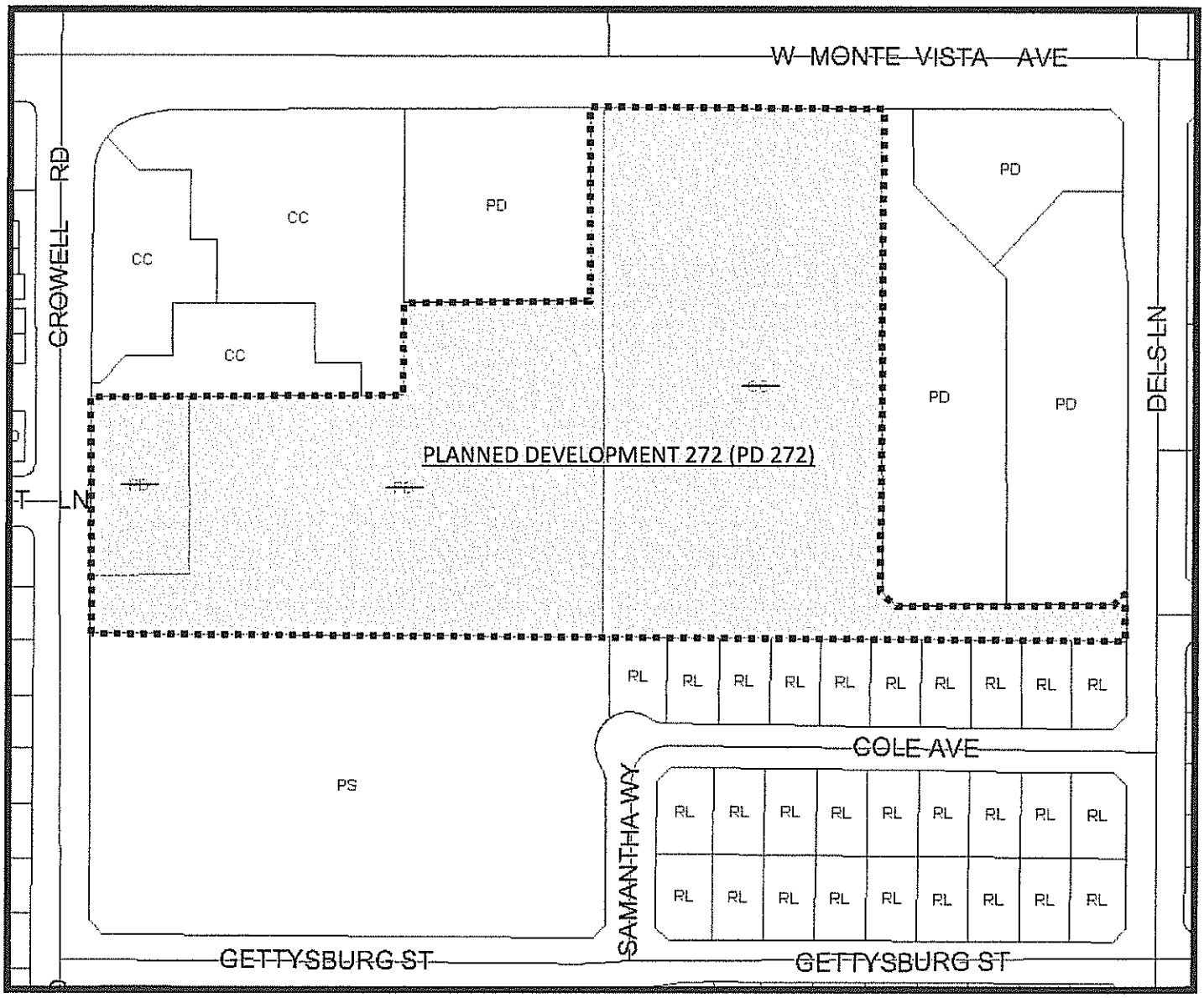
Parcel 2 as shown on Parcel Map filed for record July 11, 2011 in Book 56 of Parcel Maps, Page 66, Stanislaus County Records.

Except therefrom all oil, gas and other hydrocarbon substances below a depth of 500 feet, measured vertically from the present surface (without the right of surface entry) in and under the above described property, as conveyed to Lance E. Ellis, et ux in Deed recorded February 1, 1983, Instrument No. 40189, in Book 3638, Page 774, of Official Records.

APN: 071-073-007

EXHIBIT 3

Rezone 2015-01
Planned Development 272



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING CONDITIONS OF APPROVAL FOR PLANNED DEVELOPMENT DISTRICT NO. 272 (PD-272) [REZONE 2015-01, THE VISTA STUDENT HOUSING – SCHEME 2]	}	**RESOLUTION NO. 2015-**

WHEREAS, the Coleraine Capital Group has submitted an application to the City of Turlock seeking authorization to amend the Zoning Map attached to the City of Turlock Zoning Regulations (Title 9 of the Turlock Municipal Code) for three properties totaling approximately 9.7 acres from Planned Development 267 and Community Commercial (C-C)) to Planned Development 272 (with an underlying zoning district of High Density Residential (R-H)) to allow for the construction of a 180-unit, 600-bed student housing complex; and

WHEREAS, the project will be developed generally consistent with the standards of the High Density Residential (R-H) Zoning District; and

WHEREAS, the properties affected by this Resolution are located at 900 W. Monte Vista Ave; 3000 Crowell Road; 1010 W. Monte Vista Ave. (Stanislaus County APNs 071-006-021; 071-073-007 & 009); and

WHEREAS, said applications have been studied by the City Staff and recommendations made to the Planning Commission; and

WHEREAS, the Planning Commission considered the request on July 16, 2015, and recommended that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 272 [PD-272 (Rezone 2015-01) – The Vista Student Housing Scheme 2] be authorized by the City Council; and

WHEREAS, on September 8, 2015, the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2015-01, and Planned Community Development District No. 272 (PD-272) will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed.

WHEREAS, the City Council of the City of Turlock adopted General Plan Amendment 2015-03 (The Vista Student Housing) by passed Ordinance No. CS-XXXXX on September 22, 2015, zoning the above described property Planned Development District No. 272 (PD-272), contingent upon approval of the conditions of approval contained herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 272 (PD-272), in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Development Services Director. The following conditions shall apply, as well as compliance with all applicable codes and ordinances:

Planning Division (668-5640)

1. This approval authorizes the construction of a 180-unit, 600-bed student housing complex.
2. The site will also include the construction of an approximately 6,460 square foot club house with outside volleyball and basketball courts and a swimming pool, and approximately 596 parking spaces.
3. The project shall be developed in accordance with the site plan and elevations for Scheme 2 (three, four-story buildings) (Exhibit 1) submitted with the application on April 27, 2015, as revised on August 19, 2015. In order to execute this site plan, exceptions to the landscape setbacks for the parking lot area and the R-H zoning district height limit of 40 feet shall be granted as depicted in the attached site plans and elevations. The landscaping setback for the parking lot along Crowell road shall be a minimum of ten (10') feet. The landscaping setback along Monte Vista Blvd. shall be a minimum of fifteen (15') feet. The parking lot landscape setback along the property line abutting the public park shall be a minimum of five (5') feet. The parking lot landscape setback abutting the property line abutting the residential neighborhood shall be a minimum of ten (10') feet. Buildings may be as tall as 50 feet in height. Building 3 shall be a minimum of twenty (20') feet from the property line abutting the public park. In all other respects, the site shall be developed as shown in Exhibit 1. The property may be enclosed by a wrought-iron style fence, rather than the required masonry fence between the project area and the adjacent commercial uses, except as specified in Condition #95. The driveway entry gate from Crowell Road shall remain open during the hours of 6:00 a.m. and 11 p.m. and shall be set back a minimum of twenty feet from the property line (back of sidewalk) to allow at least one vehicle to stop without blocking the sidewalk. The number of parking spaces shall be approximately 596 parking spaces.
4. The residents of the complex shall be limited to adult students, 18 years of age and older, and members of faculty at California State University, Stanislaus. No minors shall be permitted to reside in the complex. A deed restriction shall be recorded on the property establishing this limitation on the residents of the complex. Prior to the issuance of a building permit or any other permit leading to the implementation of the project, evidence that such a deed restriction has been recorded on the properties shall be provided to the City of Turlock Planning Division.

5. The club house and outdoor recreational facilities shall have set hours of operation. The volleyball and basketball courts will be limited to operating between the hours of 10:00 a.m. to 10:00 p.m. on Sunday through Thursday, and 10:00 a.m. to 11 p.m. on Friday and Saturday. Swimming pool hours will be from 8:00 a.m. to 12:00 Midnight each day. The fitness center will be open from 6:00 a.m. to Midnight each day. Study rooms, the theater room and the computer lab will be open 24 hours each day. The game room and lounge will be open from 8:00 a.m. to Midnight each day. Leases will provide for community "quiet hours" from 11:00 p.m. to 8:00 a.m. each day.
6. On-site management will be available 24 hours/day, 7 days/week, including property employees and resident assistants in each building. Security will be provided by a third party security company. Security personnel will monitor the use of the adjacent park to ensure that the project's residents do not create a public nuisance due to noise, litter, or any other violations of City ordinances, or other local, State and/or federal laws.
7. To ensure that the complex is operated by a single management firm, the properties will either be merged or a deed restriction shall be recorded on each parcel requiring that the student housing project be operated under a single management firm or structure.
8. This project shall comply with the conditions contained in Chapter 6, City Design, of the Turlock General Plan for *"Site Design Standards for Multifamily Attached Gated Communities"* and the "General Development Standards - Applicable to All Gated Communities".
9. The operator of The Vista Student Housing shall offer a shuttle service to and from the California State University, Stanislaus, campus for The Vista residents during school hours. The shuttle service will also provide transportation to and from community retail, recreational and entertainment venues on a scheduled basis.
10. Prior to the issuance of a Certificate of Occupancy for any portion of the project, a parcel map or lot line adjustment is required prior to development to merge the three subject parcels into one parcel or adjust the property lines to meet City and California Building Code requirements. The City reserves the right to impose additional conditions prior to issuance of a Certificate of Occupancy to ensure that the project continues to operate in the future as a single entity, such as, but not limited to, requirements to record reciprocal parking, access, operating and maintenance agreements, and establish deed restrictions such that the individual parcels may not be sold off independently may be required in the event that the parcels are not merged. These conditions may be imposed at the discretion of the Development Services Director.
11. All "Standard Conditions of Approval" contained in Turlock Planning Commission Resolution 91-54 (Exhibit 2) are conditions of approval for this project.
12. The project shall be developed consistent with the standards and uses established for the High Density Residential zoning district in TMC §9-3-200ART: Residential Districts, and the City of Turlock's adopted Design Guidelines.

13. The Planned Development shall not expire but may be amended as provided in TMC 9-2-113(h) or by obtaining approval of a new General Plan Amendment and Rezone for the properties.

14. The property owner agrees, as a condition of this permit, to defend at his sole expense, any action brought against the City arising from the approval of this permit. The property owner shall reimburse the City for any court costs and legal fees. The City may, at its sole discretion, participate in the defense of any such action; such participation shall not relieve the applicant of his obligation under this condition.

15. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

16. All activities and uses conducted on the site shall comply with all applicable local, State and federal laws and regulations at all times.

17. The Mitigation Measures contained in the Mitigated Negative Declaration adopted in City Council Resolution 2015-192 shall be incorporated into the project as conditions of approval and are enforceable as such under the provisions of TMC 9-5-1100(ART) (Enforcement).

18. In accordance with TMC 9-2-115, the trash and recycling enclosure shall comply with the City of Turlock Standards and Specifications for construction and materials. Each trash and recycling enclosure shall be designed to allow walk-in access without having to open the main enclosure gate. The property owner shall supply and maintain adequate bins and containers for recycling and waste disposal.

19. All HVAC units, trash/recycle/refuse compactors and other mechanical equipment shall be screened from public view and adjacent properties, including adjoining rights-of-way, in accordance with TMC 9-2-118. The method of screening such equipment shall be architecturally integrated into the main structure in terms of design, materials, colors, shape and size. Prior to issuance of the building permit, this requirement shall be verified through review of construction plans.

20. All electrical, gas, telephone, cable television, and similar distribution lines, including existing distribution lines, providing immediate service to the site shall be installed underground.

21. All above-ground structures located, such as backflow protection devices, fire department connections and transformers, shall be located on the site to minimize visual impact and shall be screened from public view by landscaping or other methods approved by the City of Turlock Planning Division.

22. Any fencing constructed as part of the project shall comply with the City's Design Guidelines for commercial districts and shall be constructed of wrought-iron style materials, masonry walls with pilasters, or other materials that are architecturally integrated into the overall project design. Pedestrian access gates shall be provided to adjacent commercial uses and the public park area to encourage walking and make it easier for residents to access these facilities. Pedestrian gates shall be locked at all times, with access to the site achieved through the use of a key card or similar device. Wrought-iron style fencing and gates may be utilized, except that a seven (7') foot tall privacy fence shall be constructed next to the existing fences along the southern property line abutting the single-family lots. ~~An alternating row of fifteen (15) gallon evergreen trees shall be planted along the privacy wall to provide additional screening.~~ Vines shall be planted and trained onto any solid fence to discourage graffiti on the privacy wall.

23. A line of 24-inch box evergreen trees shall be planted along the southern property line abutting the single-family lots. The landscape plan shall include specifications regarding the type, spacing and installation size of these trees.

24. Bicycle racks and lockers shall be installed in accordance with TMC 9-2-211.

25. Fully detailed landscape and irrigation plans shall be submitted to the Engineering Division for review and approval as part of the improvement plan submittal process. The project shall provide landscaping and open space as shown in the approved site plans. The landscape and irrigation plans shall comply with TMC 9-2-109 and the Water Efficient Landscape Ordinance (WELO). Please contact the Planning or Engineering Division for information and required WELO documentation.

26. All planting areas shall be protected with raised concrete curbs.

27. An average three (3) foot high [minimum 2½ foot and maximum 3½ foot] continuous screen shall be installed between all parking areas and public streets. A screen shall consist of one or any combination of the following: a) walls; b) landscaped berms; c) fences; and / or d) plant materials.

28. Deciduous non-fruiting trees shall be incorporated into the planting plan within the parking lot and around the building to provide shade relief from the summer sun.

29. A variety of plant types and species shall be incorporated into the planting scheme to provide interest and color. No one (1) species of plant shall exceed 20 percent (20%) of the plant material. Turf shall not exceed 25 percent (25%) of the total landscaped area.

30. All planting areas shall include a three (3) inch top dressing of an organic mulch or equivalent material. Mulches shall be reapplied as part of a regular maintenance program to reduce evaporation, soil compaction, and weeds.

31. All parking spaces shall comply with dimensional standards for the City of Turlock. Standard parking spaces measure 9 feet x 19 feet and compact spaces measure 8 feet x 16 feet. No more than 30 percent of the required parking spaces may be compact spaces. The parking lot design shall comply with TMC

9-2-200(ART) (Off-Street Parking and loading Regulations) and the City's Standards and Specifications.

32. Wheel stops are required whenever the abutting landscape or sidewalk is less than ten (10) feet in width. Parking stalls may overhang two (2') feet into a landscape bed that is at least ten (10') feet in depth. No wheels stops are required in these cases. Parking stalls may not be designed in such a manner as to allow vehicles to park over or into required pedestrian pathways and/or sidewalks.

33. Parking lot shade trees shall be installed along all parking areas in accordance with TMC §9-2-109: one shade tree per five (5) parking spaces. Parking lot shade trees shall be planted in landscape islands within the parking lot. Tree spacing shall be such that every tree trunk is within 30 feet of the trunk of another tree.

34. All on-site lighting shall be limited in intensity, shielded and/or situated in such a manner that light does not spill over to adjacent properties. On-site security lighting shall be located and directed so as not to spill over onto adjoining properties. A lighting plan is required for review and approval as part of the building permit and site improvement plan submittals.

35. No signs have been approved as part of this permit. All signage shall comply with the provisions established in the Turlock Municipal Code (TMC 9-2-500 ART) and the General Sign Guidelines contained in the City of Turlock's adopted Design Guidelines, as required by TMC 9-5-1002 and shall obtain the appropriate permits.

36. A reciprocal access and parking agreement shall be recorded on all parcels in this project. A copy of this recorded agreement shall be submitted to the Planning Division prior to occupancy of any new construction associated with this project.

37. Construction shall be limited to the hours allowed in the Municipal Code of 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 8:00 p.m. on weekends. The standards of Turlock's Noise Ordinance (TMC 9-2-300ART) are applicable to the development during construction and occupancy.

38. The City of Turlock Noise Ordinance (TMC 902-300), shall be adhered to at all times. No amplified music or live entertainment is permitted on the site.

39. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A building permit shall not be issued until the Community Facilities District has been established and the subject property has been annexed thereto. Pursuant to City Council Resolution 2004-031, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.

Building Division (668-5560)

40. Applicant must obtain a building permit and must comply with all model codes and the City of Turlock Municipal Code, including accessibility and egress. The applicant shall provide five sets of plans for review, designed to meet the 2013 California Building Code or the latest version of the California Building Code adopted by the State of California.

Fire Services (668-5580)

41. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of building permit application. THIS IS NOT A PLAN REVIEW. Additional requirements may be applicable upon Fire Dept. review of building plans.
42. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Fire access roadway shall be installed to support the imposed load of fire apparatus weighing at least 75,000 pounds; 4) Temporary address signage shall be clearly visible from the primary roadway.
43. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.
44. Address numerals shall be a *minimum* of 6" tall with ¾" stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily. TMC 4-3-204 (g)
45. Permanent all weather signage shall be installed: (minimum 3" letters/numbers)
    a. MAIN ELECTRICAL DISCONNECT
    b. MAIN GAS SHUT OFF
    c. FIRE CONTROL ROOM
    d. FDC (address numerals)
    e. ELECTRICAL ROOM
    f. HVAC units shall be numbered (coordinating with breakers and fire alarm system)
46. A Knox Box key safe may be installed to the right of the main entrance door. Safe shall be securely mounted between 4 feet and 8 feet above finished grade. Safe may be ordered online at www.knoxbox.com or by visiting our office.
47. A Knox Box key safe shall be installed on each suite and at the Fire Control Room. Boxes shall be installed to the right of the main entrance doors between 4 feet and 8 feet above finished grade. Boxes may be ordered online at www.knoxbox.com or by visiting our office.
48. Two Locking FDC plugs (2 – 2 1/2") shall be installed. Plugs may be ordered at www.knoxbox.com or by visiting our office. Please allow 7 – 10 days for delivery.

49. Fire sprinklers shall be required. Four (4) sets of fire sprinkler plans, architectural plans and calculations shall be submitted by a licensed C-16 fire sprinkler contractor to the Fire Department in accordance with NFPA 13 and City of Turlock Municipal Code, including standpipe system..
50. On-site fire hydrant may be required. Location and number to be determined at civil plan review. Fire hydrant shall be within 75 feet of the FDC.
51. Four (4) sets of fire alarm system plans shall be submitted to fire department by a licensed C-10 fire alarm professional. System shall be U.L certified and monitored by a U.L. central station for the life of the building. U.L. certificate required at final.
52. Fire extinguishers with a minimum rating of 2-A:10-B:C shall be provided such that no point in the building is further than 75-foot travel distance to an extinguisher. Extinguishers shall be mounted on the wall or in cabinets, such that the top of the extinguisher is no more than four (4') feet above floor level.
53. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all weather sign.
54. Standpipes shall be installed in accordance with Turlock Municipal Code requirements. (TMC 4-3-219)
55. Fire lane requirements shall be met. Fire lanes shall be painted throughout project.

Engineering Division (668-5520)

56. The Developer shall submit on-site and off-site (Non-structural) improvement plans to the Engineering Division for review and approval. Please submit an improvement plan application along with a $325.00 deposit, six (6) sets of civil improvement plans including erosion control and landscape plans, one (1) copy of the land use permit and one (1) copy of the soils report (California Building Code requirement). Landscape plans shall meet the requirements of the Water Efficiency Landscape Ordinance. All parcels disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the state, must be provided prior to grading permit issuance.
57. Developer shall procure a grading permit from the Engineering Division for all on-site (Non-Structural) work prior to issuance of any building permits. Upon approval of the on-site Improvement plans, please submit a grading permit application and a cost estimate for all on-site (Non- Structural) work.
58. Developer shall procure an encroachment permit from the Engineering Division for all off-site work done within existing City of Turlock right of way, proposed right of way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate or for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of

Turlock as additional insured and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.

59. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.

60. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.

61. The development shall have access to a water service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.

62. Provide easements per the Turlock Irrigation District.

63. Provide 10 foot Public Utility Easement behind property along all street frontages.

64. If any on-site public utilities are proposed, the developer shall dedicate 10' minimum public utility easements (PUEs) over these utilities to the City of Turlock prior to sign-off any permits. The construction of all utilities within the public right of way and in PUEs shall be performed under an encroachment permit.

65. Developer shall provide written consent, as provided in Section 54717 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.

66. Developer shall provide written consent, as provided in Section 22608 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.

67. The developer will be required to pay the development impact fees adjusted to the current Engineering News Record.

68. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.

69. Full off-site improvements (curb, gutter, sidewalk, pave-out, fire hydrants, electroliers, etc.) must be installed along all existing frontage roads and new streets. These off-site improvements must be designed and installed per City of Turlock standard specifications and drawings.

70. Striping and signing plans shall be included as a part of the final improvement plans. Stop signs shall be installed by the developer. Street name signs will be installed by the City, but paid for by the developer. Developer will prepare a striping plan utilizing thermoplastic and pavement markers in accordance with Caltrans Standard Plans and the MUTCD.

71. Monument signs, fences and trees shall be back thirty-feet (30') from driveway entrances, per City Standard Drawing ST-13 "Clear Vision Triangle".

72. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on all existing frontage roads if in the City Engineer's opinion the integrity of the roadway has been compromised by utility cuts or construction practices. Asphalt oil shall be PG 70-10.

73. All trenching in existing public pavement must be repaved per City Standard T-1 unless approved by the City Engineer. Developer shall pay a Trench Restoration Fee for each trench.

74. Accessible signage and striping for accessible parking shall meet the requirements of the current California Building Code. The additional signage required under Section 11B-502.8 shall notify owners that towed vehicles may be reclaimed at: Turlock Police Department or by telephoning (209) 668-5550.

75. The City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:

    - Acknowledgement of Monument Responsibility certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to issuance of the grading and/or encroachment permit.
    - Acknowledgement of Monument Preservation certificate signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to final signed acceptance of the grading and/or encroachment permit.

Municipal Services Division (668-5590)

76. The property owner shall be responsible for providing water/sewer/G.I. for all tenants. If the property owner will not be the responsible party for these services, the property owner/developer shall contact City of Turlock Municipal Services at 668-5590 to establish an acceptable agreement/organization to be responsible for providing such services.

77. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).

78. Prior to issuance of a building permit, the property owner/developer shall contact City of Turlock Municipal Services at 668-5590 to determine whether a grease interceptor shall be required. If required, the grease interceptor shall be incorporated into the building plans, prior to the issuance of a building permit.

79. Prior to issuance of a building permit, storm water facilities shall be reviewed and approved by Municipal Services (668-5590).

Parks, Recreation and Public Facilities Division (668-5594)

80. Street trees shall be installed in the sidewalk in accordance with City of Turlock standards (TMC §7-7-500 and §9-2-109(8)(ii)). The variety of street tree to be installed is **Chinese Pistache ("Keith Davey").** Any variation from the above listed street tree requirement must first be approved by the City of Turlock Parks, Recreation & Public Facilities Maintenance Department. The property owner or developer shall contact this department at (209) 668-5594 for review of tree layout and inspection prior to installation of street trees.

Turlock Irrigation District (Todd Troglin 883-8367 or David Porath (209) 883-8659)

81. A 42-inch diameter irrigation pipeline and 10-foot easement belonging to Improvement District 1230A, the Thornburg Ditch, runs from east to west along the south side of Monte Vista Avenue. This existing unreinforced cast in place pipe must be replaced with Reinforced Concrete Pipe (RCP). Additionally, there are two inactive irrigation pipelines located on the property that must be removed and/or appropriately abandoned in place. Work on irrigation facilities can only be performed during the non-irrigation season which typically runs from November I, thru March 1, but can vary.

82. It will be necessary for the developer to submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts and requirements.

83. The District shall review and approve all maps and plans of the project. Any improvements to this property which impact irrigation facilities shall be subject to the District's approval and meet all District standards and specifications. The applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

84. An additional 5-foot Public Utility Easement must be dedicated along the south side of Monte Vista for a total of 15 feet when combined with of the existing 10-foot irrigation easement.

85. The owner/developer must apply for a facility change for any pole or electrical facility relocation that may be necessary or otherwise required by the City. Facility changes are performed at developer's expense.

San Joaquin Valley Air Pollution Control District (557-6400)

86. The applicant shall be responsible for complying with all applicable rules and regulations adopted by the San Joaquin Valley Air Pollution Control District.

Central Valley Regional Water Quality Control Board (916-464-4684)

87. Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit f or Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No.

2009-009 - DWQ Construction activity subject to this permit includes clearing, grading , grubbing , disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit , visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

88. The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP) . MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process. For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/ For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

89. Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03 - DWQ. For more information on the Industrial Storm Water General Permit , visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

90. If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE) . If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

91. If an USACOE permit (e. g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit; Regional General Permit, Programmatic General Permit), or any other federal permit (e. g., Section 9 from the United States Coast Guard), is required for this project due to the

disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

92. If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml .

93. If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits. For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/generaLorders/r52013 - 0074.pdf For more information regarding the Limited Threat General Order and the application process ,visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

Planning Commission

94. No parking charge shall be levied on the residents of the facility.

95. A masonry wall shall be constructed along the eastern property line from Monte Vista Avenue to the north side of the open area located in the southeast portion of the site. The masonry wall shall not extend along southern property line of APN's 071-006-022 and -023 (Yosemite Farm Credit) on the north side of the open space area leading to Dels Lane.

Stanislaus County Environmental Resources (Bella Badal, 525-7600)

96. Applicants must submit three (3) sets of proposed food facility to the County Environmental Resources Department for review and approval for compliance with California Retail Food Code Section 114380. The submitted food facility

plans are to be complete, easily readable, and drawn to scale and specification.

97. Applicants proposing to construct a public swimming pool shall submit legible plans and specifications to DER for review and written approval prior to commencing the work and in advance of any building, plumbing, or electrical permit (Title 22 CHSC). A Risk Management Prevention Program must be implemented prior to operation of the pool if chlorine gas is used in excess of 100 pounds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 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 #1

THE VISTA

DEVELOPMENT PERMIT APPLICATION

SCHEME 2

THE VISTA
COLERAINE CAPITAL GROUP
TURLOCK, CA

May 27, 2015

HPA#14472

HUMPHREYS & PARTNERS ARCHITECTS L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9026 (972) 701-9039
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

THE VISTA

NET LAND AREA:	9.73 (+/-ACRES)
TOTAL UNITS:	180 UNITS
UNITS PER ACRE	18.50 DU/AC
TOTAL BEDS:	600 BEDS
BEDS PER ACRE	61.66 BEDS/AC
CLUBHOUSE/LEASING (1-STORY	6460 S.F.

NUMBER OF UNITS/FLOOR: 15

(3) 4-STORY E-URBAN BLDGS					JOB #	14472				
UNIT	UNIT TYPE	NET SF	UNITS/FLR	TOTAL UNITS	BEDS	TL. NET	%	% CAT	REQ'D PARKING /BED	
E1	1BR/1BA	487	1	12	12	5,844	6.7%	6.7%	0.70	8
B1	2BR/2BA	855	2	24	48	20,520	13.3%		0.70	34
B2	2BR/2BA	940	1	12	24	11,280	6.7%	20.0%	0.70	17
C1	3BR/3BA	1,203	1	12	36	14,436	6.7%	6.7%	0.70	25
D1	4BR/4BA	1,390	2	24	96	33,360	13.3%		0.70	67
D1-A	4BR/4BA	1,390	3	36	144	50,040	20.0%		0.70	101
D1-B	4BR/4BA	1,390	1	12	48	16,680	6.7%		0.70	34
D2	4BR/4BA	1,510	2	24	96	36,240	13.3%		0.70	67
D2-A	4BR/4BA	1,510	2	24	96	36,240	13.3%	66.7%	0.70	67
TOTAL			15	180	600	224,640	100%	100%	RES.	420

AVERAGE NET UNIT SIZE : 1248 S.F.

PROVIDED	596	SURFACE PARKING	
TOTAL	3.33	STALLS/UNIT	1.00 STALL/BED

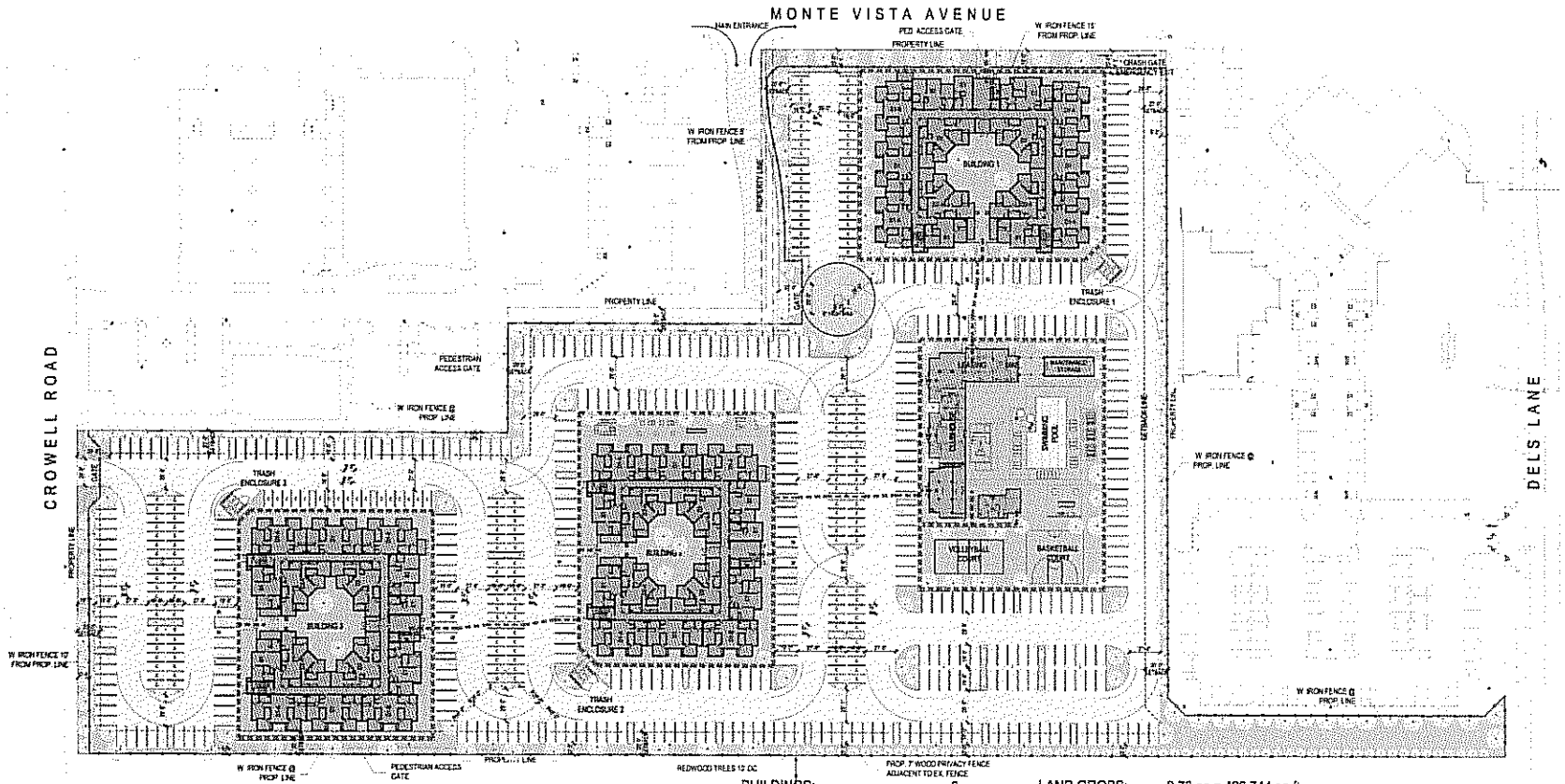
SCHEME 2

THE VISTA
TURLOCK, CA.
COLERAINE CAPITAL GROUP
30141 AGOURA ROAD, AGOURA CA. 91301

HUMPHREYS & PARTNERS
ARCHITECTS, L.P.

A-0

#14472



BUILDINGS:	3
UNITS:	180
BEDS:	600
PARKING SPACES (provided):	596
STANDARD STALLS:	69.3%
COMPACT STALLS:	30.7%

LAND GROSS:	9.73 ac = 423,744 sq.ft
BLDG GROSS (4 story):	274,800 sq.ft
CLUBHOUSE GROSS (1 story):	6,460 sq.ft
LANDSCAPE (30% required):	127,123 sq.ft
LANDSCAPE (33% provided):	138,476 sq.ft
PARKING GROSS (surface):	238,665 sq.ft

ACCESSIBLE ROUTE OF TRAVEL

CONCEPTUAL LIGHT POLE

SITE PLAN & GROUND LEVEL PLAN

SCALE: 1" = 40'-0" (ON 36"X24" SHEET)

0 40 80 120

SCHEME 2

Designed by
Drawn by
Technical Director Vince Chugha
Date Printed 8-16-15
Issue for Permit Review XX/XX/XX
Issue for Permit Submittal XX/XX/XX
Issue for Construction XX/XXXX
Revisions
DATE COMMENTS

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THE VISTA
TURLOCK, CA.
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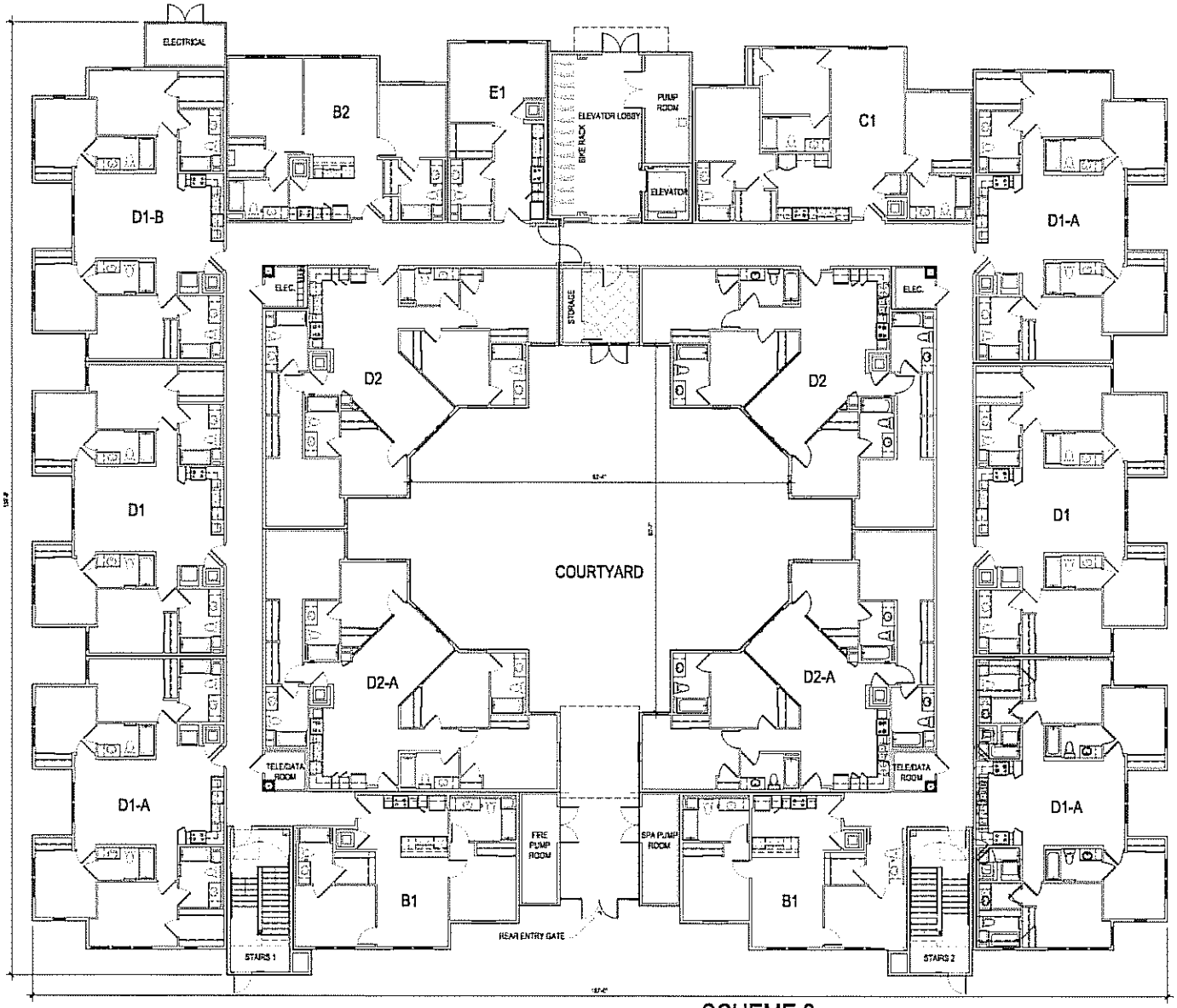
SHEET CONTENTS

SHEET NO
A-1

#14472



E-URBAN - GROUND LEVEL PLAN

SCALE: 1/8" = 1'-0" (ON 36"X24" SHEET)

0' 8' 16' 32'

SCHEME 2

A-3

THE VISTA

COLERAINE CAPITAL GROUP

TURLOCK, CA

APRIL 21, 2015

HPA#14472

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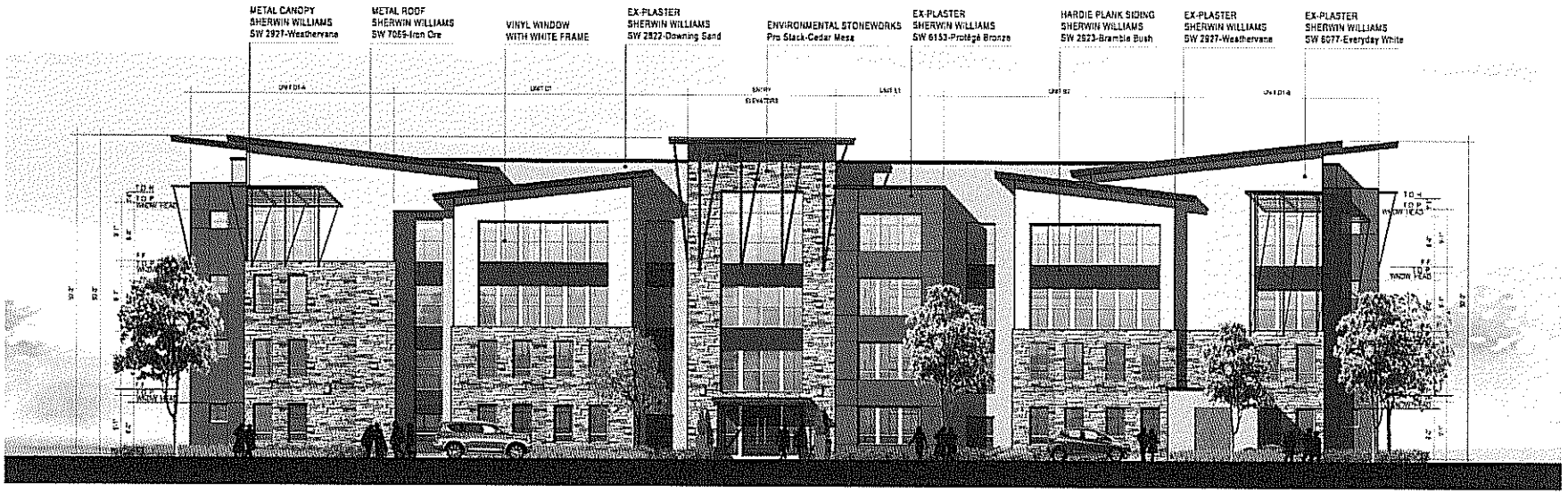

E-URBAN - MONTE VISTA AVE. ELEVATION / FRONT ELEVATION

SCALE: 1/8" = 1'-0" (ON 36"X24" SHEET)

0' 8' 16' 32'

SCHEME 2

A-9

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May 27, 2015

THE VISTA
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E-URBAN - LEFT/RIGHT ELEVATION

SCALE: 1/8" = 1'-0" (ON 36"X24" SHEET)

0' 8' 16' 32'

E-URBAN - REAR ELEVATION

SCALE: 1/8" = 1'-0" (ON 36"X24" SHEET)

0' 8' 16' 32'

SCHEME 2

A-10

THE VISTA

COLERAINE CAPITAL GROUP

TURLOCK, CA

May 27, 2015

HPA#14472

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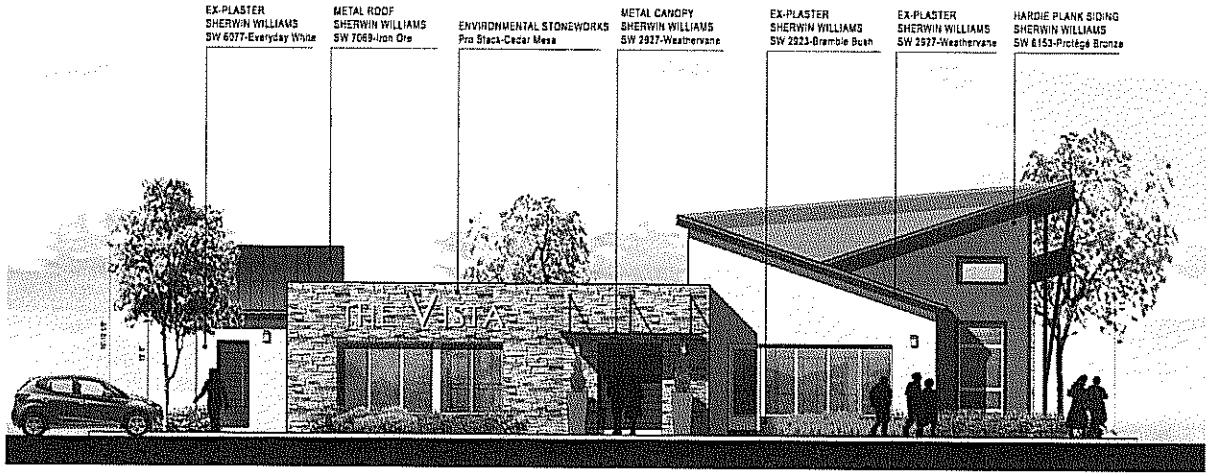
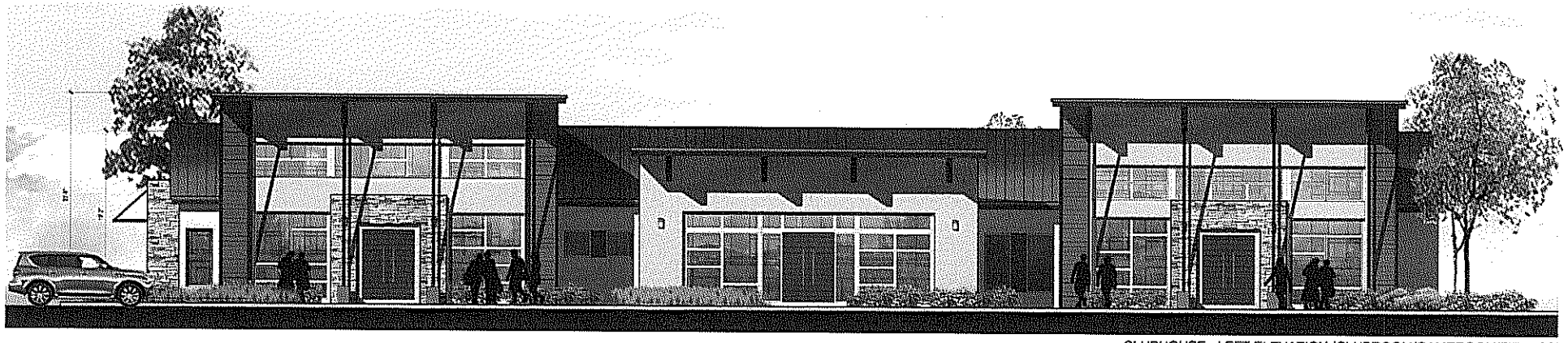


CLUBHOUSE - FRONT ELEVATION (LEASING OFFICE)

SCALE: 3/16" = 1'-0" (ON 36"X24" SHEET)



CLUBHOUSE - LEFT ELEVATION (CLUBROOM/GAMEROOM/FITNESS)

SCALE: 3/16" = 1'-0" (ON 36"X24" SHEET)

SCHEME 2

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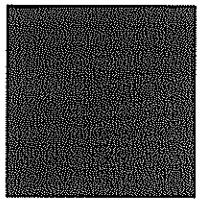
THE VISTA

COLERAINE CAPITAL GROUP

APRIL 21, 2015 TURLOCK, CA HPA#14472

HUMPHREYS & PARTNERS ARCHITECTS L.P.

DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX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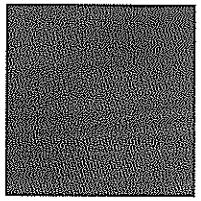
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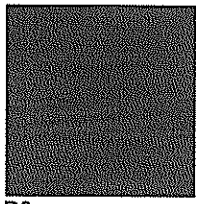
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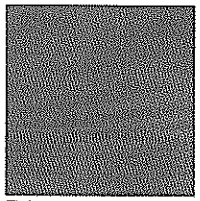
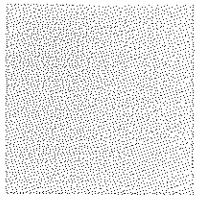

P4

P1. SHERWIN WILLIAMS - WEATHERVANE (SW2927)
P2. SHERWIN WILLIAMS - IRON ORE (SW7069)
P3. SHERWIN WILLIAMS - BRAMBLE BUSH (SW2923)
P4. SHERWIN WILLIAMS - PROTÉGÉ BRONZE (SW6153)
P5. SHERWIN WILLIAMS - DOWNING SAND (SW2822)
P6. SHERWIN WILLIAMS - EVERYDAY WHITE(SW6077)

A. ENVIRONMENTAL STONEWORKS-PRO STACK-Cedar Mesa
B. HARDIE PLANK LAP SIDING - SMOOTH
C. VINYL WINDOW WITH WHITE FRAME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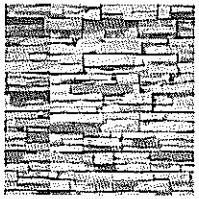
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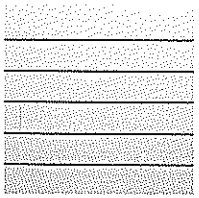
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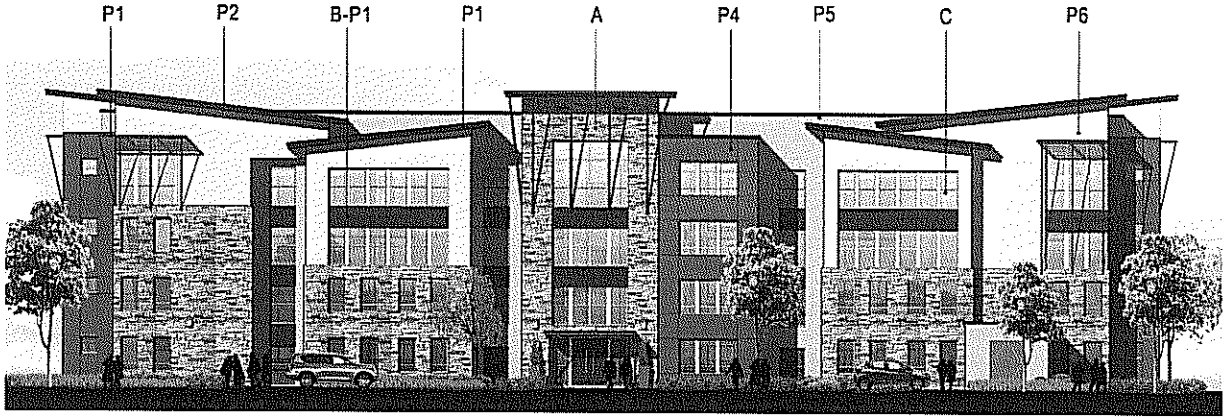
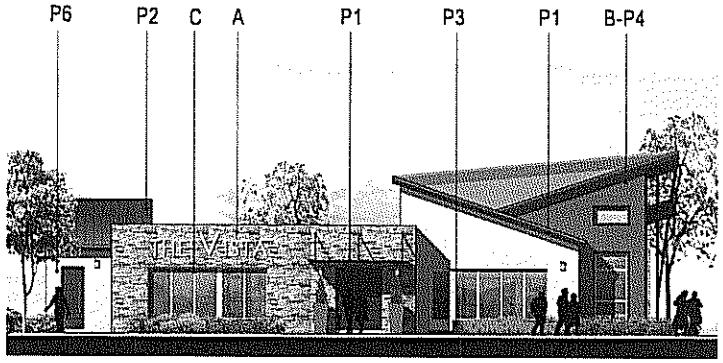


E-URBAN - FRONT ELEVATION



CLUBHOUSE- FRONT ELEVATION

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A-14

SCHEME 2

THE VISTA

COLERAINE CAPITAL GROUP

TURLOCK, CA

May 27, 2015

HPA#14472

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EXHIBIT 2

RESOLUTION 91-54

RESOLUTION OF THE TURLOCK PLANNING COMMISSION ADOPTING STANDARD CONDITIONS OF APPROVAL APPLICABLE TO DISCRETIONARY PERMIT APPLICATIONS APPROVED BY THE PLANNING COMMISSION.

WHEREAS, the Turlock Planning Commission at its regular meeting of August 1, 1991, considered a proposal to simplify the processing and understanding of certain discretionary permits reviewed and approved by the Commission; and,

WHEREAS, the Turlock Planning Commission made the following findings:

1. In considering certain discretionary applications, approval of such projects are often subject to certain conditions, many of which are applicable to each similar discretionary project approved by the Commission

2. Many conditions of approval of certain discretionary projects are simply extracted from existing City Codes and Ordinances, and although repetitive or redundant, are included as conditions to clarify and disclose the regulations under which the applicant must abide.

3. Several conditions included in the approval of discretionary projects are standard engineering, building and fire code regulations which must be adhered to in the construction of all public and private improvements and buildings in Turlock.

4. It would be advantageous to include all such "standard" conditions described above in a separate resolution to be automatically included by direct reference within the conditions of approval of future discretionary approvals granted by the Commission. Such a process would be less cumbersome and would allow the attention to focus on the more significant aspects and issues unique to each specific discretionary permit application as part of its consideration.

5. The consistent application of "standard" conditions as a single action applicable to conditions of approval would reduce application processing time by staff and the Commission (typing, proofreading, reproduction, review, consideration etc.), as well as promote a consistent level of design standard between different projects being more fair to each developer.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock that the following conditions are accepted and approved and may hereafter be referred to, and when properly referred to, shall become a part of the approval of each applicable discretionary permit application authorized by the Commission.

STANDARD CONDITIONS OF APPROVAL

1. All construction shall conform with the architectural and site design exhibits approved by the Planning Commission and only those exterior materials and finishes approved shall be used.

2. Notwithstanding any other conditions of the applicable permit authorized by the Planning Commission, all construction and improvements shall comply with zoning, building, fire, and all other codes and ordinances of the City of Turlock which shall be met prior to occupancy/final building inspection.

3. All off-street parking and loading areas shall be installed per the approved site design exhibits and shall conform to all requirements of § 9-2.1900 et. seq. of the T.M.C.. Adequate landscape screening and tree shading of said parking and loading areas shall be provided as required by § 9-2.500 et.seq. of the T.M.C. and shall be clearly shown on the proposed landscape plans.

4. All trash and storage areas, mechanical equipment, and all other building appurtenances (i.e. utility meters, electrical boxes, air conditioners, fire sprinkler backflow valves, etc.) shall be screened from public view and adjacent properties. Details of the proposed screening shall be shown on the final construction and/or landscape plans. Roof-mounted screens and vents shall be compatible with final roof materials and colors.

5. Detailed landscape and irrigation plans complying with the Municipal Code shall be submitted with the construction plans for review and approval by the Planning Department prior to the issuance of building permits. Any required fencing shall be shown on the landscape plans. Installation of all landscaping shall be completed and approved by the Planning Department prior to occupancy approval.

6. All exterior building and parking lot lighting shall be designed and installed in a manner that will not spill light of cause glare onto adjoining properties and public streets.

7. All signing shall conform to the City Sign Ordinance in regards to size, design, and location. Signs within a center or common building group shall be part of an integrated sign package designed to complement the respective center of building group. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.

8. Unless otherwise permitted by a specific condition of the applicable permit, all uses and activities shall be conducted within the enclosed building(s) or other appropriate area and no outside sales or storage of materials shall be permitted.

9. All building construction shall conform to the standard requirements of the Turlock Building Inspection and Fire Departments which may include, but not be limited to, approved area separation walls, automatic fire sprinkler systems, hydrant locations, and placement of fire extinguishers.

10. Normal and necessary public improvements along the property frontages shall be installed at the direction of the City Engineer. Improvements shall include, but are not limited to, grading, curbs and gutters, sidewalks, make-up paving, wheel chair ramps, street lights, traffic signs; along with construction of all standard utilities necessary including water, sewer, and storm drainage systems.

11. Site improvement plans must be submitted for review and approved by the City Engineer prior to the issuance of building permits. Encroachment permits are required for any work performed within the public right-of-way.

12. All parking areas, driveways, and other paved surfaces and accessways shall be regularly maintained and kept free of weeds, litter, and debris; and all traffic signs and pavement markings shall be clear and legible at all times. All landscaped areas shall be maintained free of weeds, trash, and debris, and all plant material shall be continuously maintained in a healthy, growing condition. All exterior building and wall surfaces shall be regularly maintained, and any damage caused by weathering, vandalism, or other factors shall be repaired in keeping with approved building design, materials, and finishes.

13. Prior to the issuance of any building permits, the party owning or leasing such parcel shall certify in writing to the City that any general contractor (including subcontractors) responsible for construction on the site has been delivered a true and correct copy of these conditions of approval along with instructions that the contractor is to comply with all applicable terms and conditions set forth herein.

THE FOREGOING RESOLUTION, along with the adoption of a **"NEGATIVE DECLARATION"** that the standard conditions will not have a significant effect on the environment was passed and adopted at a regular meeting of the Planning Commission of the City of Turlock held on August 1, 1991, by the following vote:

AYES: Commissioners Saugstad, Carney, Carter, Singh, Chairman Grynbaum.

NOES: None

ABSENT: Commissioners Carlson and Allen.

Marty Grynbaum, Chairman

STEVEN L. HALLAM
Secretary-Community Development Director

7B

Council Synopsis

September 22, 2015

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

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Fiscal Year 2014-15 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager or designee to execute related necessary documents

2. DISCUSSION OF ISSUE:

In a previous action, the City Council approved the submission to HUD of the proposed Annual Action Plan for FY 2014-15. HUD awarded the City of Turlock $541,582 in CDBG funds and City of Turlock/County of Stanislaus Consortium $946,227. The Annual Action Plan covered the proposed activities, revenue and expenditures for the CDBG and HOME funds. Further, the Annual Action Plan (AAP) proposed to continue the existing First Time Homebuyers Program, Housing Rehabilitation Program, funding for public service programs, affordable housing activities, pubic improvements, fair housing activities and staff time for the mobile home park rent subsidy program. The federal funds have been leveraged with other funds such as Cal HOME funds to derive greater benefit to the community and the families the program serves.

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

Specifically, the Consolidated Annual Performance and Evaluation Report (CAPER) is a U.S. Department of Housing and Urban Development (HUD)

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

1) identifies housing needs and problems;

2) analyzes market conditions and resources;

3) sets priorities and adopts strategies;

4) allocates resources; and,

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

As a CDBG entitlement community and the lead agency in the Turlock HOME Consortium, the City of Turlock is required annually to complete a CAPER. The City does not currently receive HOPWA or ESG funding. This report is the City's CAPER for CDBG and HOME Consortium programs for the Program Year 2014 (PY2014) (July 1, 2014 to June 30, 2015). Also included in the CAPER are the Integrated Disbursement and Information System (IDIS) Activity Summary Report (PR03) and Financial Summary Report.

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

Some of the highlights of the report include:

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

3. BASIS FOR RECOMMENDATION:

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

G. POLICY INITIATIVE –SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

b. Address housing concerns:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the city's general fund budget. The FY 2014 activities were funded with CDBG, Cal HOME, State HOME and HOME Consortium funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

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

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

CITY OF TURLOCK

Turlock/Stanislaus County HOME Consortium Fifth Program Year

Consolidated Annual Performance and Evaluation Report (CAPER)

Fiscal Year 2014-2015

(July 1, 2014 through June 30, 2015)

City of Turlock

CDBG Grant Number B-14-MC-06-0039

City of Turlock/Stanislaus County HOME Consortium

HOME Grant Number M14-DC-06-0240

Prepared by:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 250, Turlock, CA 95380
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Website: www.cityofturlock.org

Approved by Council on September 22, 2015
Final Submission to HUD September 23, 2015

EQUAL HOUSING OPPORTUNITY

SEPTEMBER 2015

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Councilmember Joshua Whitefield
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Fifth Program Year CAPER

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

A. Executive Summary

The 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the fifth reporting period from July 1, 2014 to June 30, 2015 of the Five Year Consolidated Planning period. The City of Turlock is the recipient of federal Community Development Block Grant (CDBG) funding and serves as the lead agency for the City of Turlock/Stanislaus County HOME Investment Partnerships Program Consortium. The United States Department of Housing and Urban Development (HUD) provides these funds to the City on a formula basis.

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

Recurring Acronyms in this Report:

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

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

The City of Turlock/Stanislaus County HOME Consortium (Consortium) has successfully completed the fifth year of its 2010/2011-2014/2015 Consolidated Plan ("Plan"). The Plan is a reflection of the Consortium partners' community vision and outlines priority needs, goals and objectives adopted to achieve the vision. The overall goal of the community planning and development programs covered in the Plan is to develop viable communities by providing decent, safe and sanitary housing; promoting suitable living environment and expanding economic opportunities for low and moderate income persons.

This CAPER also provides a summary of the resources available, the programmatic accomplishments in affordable housing, and the community development activities during the 2014-2015 fiscal year (July 1, 2014 through June 30, 2015) for the City of Turlock and the City of Turlock/Stanislaus County HOME Consortium (Consortium).

Specific Fiscal Year 2014-2015 projects and their accomplishments are identified in the respective program sections of this document. The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, HOME, etc.). Responses to those questions are provided directly below each question.

B. General Questions

B-1.

Assessment of the one-year goals and objectives:

a. **Describe the accomplishments in attaining the goals and objectives for the reporting period.**
b. **Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.**
c. **If applicable, explain why progress was not made towards meeting the goals and objectives.**

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

Program Accomplishments by funding source

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

The City of Turlock has received entitlement Community Development Block Grant (CDBG) CDBG funding since 1984. In fiscal year 2014-2015 the City of Turlock received a CDBG grant of $541,582 and CDBG Program Income (PI)[1] from loans totaled $142,892 (estimated). The City of Turlock offered a variety of activities this fiscal year including Housing Rehabilitation, Temporary Relocation, and Public Services. The programs were available on a citywide basis. The percentage of funds used for activities benefiting low and moderate income was 100% as illustrated in the CDBG Financial Summary Report (PR26) labeled Exhibit 11. The City affirms that all identified resources were pursued, certification for consistency was provided as needed, and no implementation plans were hindered by action or willful inaction.

Housing Rehabilitation Program (City of Turlock - CDBG funded)

The Consolidated Plan set forth three basic goals: to provide decent housing, to provide suitable living environments and to expand economic opportunities. The goal of

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

providing suitable living environments includes improving safety, livability and revitalization of deteriorating neighborhoods. Assisting the elderly and large family households were among those households of priority.

The goal set in the Annual Action Plan was to rehabilitate a total of five units and the program assisted in the rehabilitation of seven units with one completed in fiscal year 2014-2015. It is anticipated that the other units will be completed no later than mid-October 2015. No temporary relocation funds were provided.

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

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

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

Table 1

Housing Rehabilitation Program FY 2014-2015

City of Turlock Participant Data by Household
(IDIS Activity # 686)

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

The City's largest population is White (non-Hispanic) with the Hispanic population listed as the second largest. The census tracks for this project was 38.02 block group 4. See Exhibit 4 for a Census Tract Map of Turlock.

Public Services (City of Turlock CDBG funded):

A total of seven Public Service[2] grants were awarded to qualifying non-profit agencies totaling $62,000 ($40,815 expended). The percent of CDBG funds expended during the year for public service activities was _____11%. HUD limits the amount of CDBG funds used for public services to not more than 15 percent of the current grant allocation plus 15 percent of the program income from the prior fiscal year. The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. The total served numbers are based on an unduplicated count meaning that clients are counted only once even if they get the same service more than once. The total served includes the services

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

provided through our grant funding and the agencies other resources for the program for the fiscal year. The following project descriptions outline the services provided to the community excluding fair housing by Project Sentinel which are described on page 21. Project funding and statistics are illustrated in Table 2 on page 12.

1. Children's Crisis Center of Stanislaus County, Inc.
   Project: Respite Child Shelter Project
   Amount funded: $10,000
   Total Served: 93
   The program provided protective shelter and therapeutic activities to low and moderate income, abused, neglected, homeless, or at risk children in Turlock. The Child Shelter Program provided specialized activities designed to form healthy attachments, gain trust, and develop skills required to succeed in school. Children ages newborn to 17 years old were provided services while their parents were out looking for permanent housing, steady employment, medical care, mental health counseling, substance abuse therapy, and other social services. The program provides immediate protection from children, separating them from their parents during situations of heighten risk for child maltreatment. Within the nurturing homelike environment each child's physical, emotional, and nutritional needs were attended to by qualified, caring staff, trained in the areas of child development, crisis counseling, and crisis management.

2. City of Turlock, Parks, Recreation and Public Facilities Division
   Project: Recreation for All Scholarship
   Amount funded: $ 10,000
   Total Served: 150
   This program provided funding for low income individuals to participate in a City of Turlock program or City approved affiliated program to provide wholesome fitness, recreational and sports activities. The program goals are to provide afterschool and non-school programs which deters youth from being engaged in negative behaviors and to motivate and encourage youth and adults to increase physical activity by participating in wholesome recreation, fitness and sports activities. Funding to help applicants also came from fund raising and donations as they only received a portion of the funding they requested for the program.

3. Second Harvest Food Bank of San Joaquin & Stanislaus Counties
   Project: Food Assistance Program
   Amount funded: $10,000
   Total Served: 5,102
   Through the Food Assistance program, Second Harvest Food Bank is able to collect, store, and distribute a large quantity and diversity of food product, and in turn make these groceries available to their network of local non-profit charities. By centralizing the collection, storage, and distribution of product, they are able to serve more families and individuals in need through the programs offered by these non-profit charities. Each non-profit agency visits the Food Bank to select package groceries, canned fruits and vegetables, cereals, and breads, dairy products, meats, and fresh fruits and vegetables. With the assistance of the local non-profit charities and other funding sources and donations they distributed over 287,633 pounds of food for the fiscal year with a retail value of $441,706. Each non-profit charity that they support, with the Food Assistance Program, reports to them the number of unduplicated

individuals that they serve on their food pantry programs. These non-profit charities verify that the individuals and families they assist meet the income guidelines.

4. We Care Program
   Project: We Care Cold Weather Shelter-Turlock
   Amount funded: $10,000
   Total Served: 214 for a total of 6,620 individual shelter beds
   They provided a cold weather temporary shelter for homeless men in Turlock from November 8, 2014 through to April 15, 2015 seven days a week from 6:30 p.m. to 8:00 a.m. They have an approximate capacity of forty-six (46) individuals per night with an overflow capacity of forty-nine (49). The individuals served were men eighteen years and older. Many support service referrals are given to individuals to assist them in the direction necessary to become self-sufficient. Community churches, private individuals, and civic organization provided nutritious meals each night to shelter participants. Mealtime provides our community members with the opportunity to bring immediate assistance to those in need while serving to break down the stereotypes of homelessness.

5. Disability Resource Agency for Independent Living (DRAIL)
   Project: Assistive Technology Program
   Amount funded: $2,000
   Total Served: 4
   Disability Resource Agency is a cross disability agency that has the capacity to serve individuals with any type of disability. Consumers are consistently faced with the challenge of non-coverage or denial of certain devices. The program provided assistive technology to four disabled consumers. The program empowers residents with disabilities to independently attend to their daily needs in order to increase their emotional and physical well-being and promote self-sufficiency.

6. ARC of Stanislaus dba Howard Training Center
   Project: Senior Meals Program
   Amount funded: $ None
   Total Served: None
   They provide meals at the congregate sites and home delivery to those seniors who are disabled or shut in their homes. They provide fresh meals, Monday through Friday to Seniors 60 years and older. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. Unfortunately, due to staffing issues they were not able to obtain the required program information and therefore did not receive the grant funds.

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

Table 2

City of Turlock
Public Service Projects Data

FY 2014-2015
CDBG funds

	1	2	3	4	5	6				
	Children's Crisis Center of Stan. Co. -Verda's House Respite Center	Turlock Recreation -Recreation for All Scholarships	Second Harvest Food Bank -Food Assistance Program	We Care Program - Turlock -We Care Emergency Shelter City of	Disability Resource Agency for Independent Living (DRIAL) -Assistive Technology Program	Howard Training Center -Senior Meals Program				Totals (See Fair Housing for Project Sentinel information and totals.
IDIS #	688	689	690	691	692	693				
Funding	(Numbers rounded to nearest dollar for clarity)									Totals
Budgeted Amount $	10,000	10,000	10,000	10,000	2,000	10,000				52,000
Funded Amount $	10,000	10,000	10,000	10,000	815	0				40,815
Returned Funds $	0	0	0	0	0	0				0
Net Funds Received $	**10,000**	**10,000**	**10,000**	**10,000**	**815**	**0**				40,815
Income Breakdowns										Totals
Extremely low 0-30%	40	22	3,755	206	4	0				4,027
Very Low 31-50%	8	42	413	7	0	0				470
Low/Mod 51-80%	12	56	135	1	0	0				204
Moderate 81+%	33	30	799	9	0	0				871
Total Served	**93**	**150**	**5,102**	**214**	**4**	**0**				5,563
Race/Ethnicity Breakdowns										Totals
White	74	87	4,140	170	3	0				4474
Black or African American	11	1	154	24	0	0				190
Asian	4	8	20	0	0	0				32
American Indian/Alaskan Native	0	0	133	1	0	0				134
Native Hawaiian or Other Pacific Islander	0	0	57	2	0	0				59
American Indian or Alaska Native & White	0	0	59	1	0	0				60
Asian & White	0	0	38	0	0	0				38
Black or African American & White	2	2	101	0	0	0				105
American Indian or Alaska Native & Black or African American	0	0	8	0	0	0				8
Balance/Other	2	52	392	16	1	0				463
Hispanic *	66	53	1,810	66	4	0				1999
										Totals
Female Head of household	19	105	654	0	2	0				780
Over 62 years old	0	0	389	2	1	0				392
People with Disabilities	0	4	649	21	4	0				678
Homeless persons assisted	N/A	N/A	N/A	214	N/A	0				214

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

Planning and Administration (CDBG):
CDBG planning and program administration expenses capacity must be under 20% of the grant plus program income. The City expended $_____~~139,354~~ for planning and administration expenses resulting in ____~~17%~~ of funds expended meeting the capacity requirement as illustrated in the CDBG Financial Summary Report (PR26) labeled Exhibit 11.

State HOME Funding (City of Turlock)

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

CalHome (City of Turlock)

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2014-2015_thirteen loans were provided expending $644,570 in grant funds. A total of thirty-seven loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grants.

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

The City of Turlock serves as the lead agency for the City of Turlock/Stanislaus County HOME Consortium. The Consortium allocates HOME funds on a formula basis to the members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus unincorporated areas. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities. In fiscal year 2014-2015, the Consortium received a HOME grant allocation of $946,227. Funds were distributed to members as illustrated in the following table.

[3] *Program income* means gross income received by the participating jurisdiction, State recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions. See 24 CFR 92.2 for HOME definitions.
[4] *Recaptured Funds* are income received connected to affordability periods as defined in 24 CFR 92.503 and 24 CFR 92.254.

Table 3
HOME Consortium Grant Distributions
Fiscal Year 2014-2015

Funding Distributions	Funding
City of Ceres	81,945
City of Hughson	0
City of Newman	81,106
City of Oakdale	70,678
City of Patterson	74,662
City of Turlock	103,775 94,623
City of Waterford	76,168
Stanislaus County	126,713
CHDO	141,934
Administration	94,623
Total Grant	**946,227**

The Consortium received Program Income (PI)[5] totaling $557,825 (estimated) and expended $1,703,823 (estimated) ~~1,025,679~~. Projects listed in Exhibit 8 show funds expended within the fiscal year, although funds may have been drawn after the fiscal year end. The City expends its funds to process payments then reimburses itself with grant draws from HUD for the activities in order to not impede a projects implementation. This internal finance process may cause some activities to show lower funding levels that what we have reported due to this later reimbursement.

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

City of Ceres

First Time Home Buyer (FTHB) Loans
Three First Time Homebuyer projects were initiated and closed in 2014-2015. There is currently a waiting list for the program. The distribution of funding is shown in Table 4 on page 18.

City of Hughson
The City of Hughson does not accept an allocation at this time.

City of Newman
First Time Home Buyer (FTHB) Loans

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

No First Time Homebuyer projects were initiated in 2014-2015. Staff provided program outreach and processed several inquiries but families did not meet program requirements.

City of Oakdale

First Time Home Buyer (FTHB) Loans

The City of Oakdale processed and completed two First Time Home Buyer Loan utilizing $100,000 in HOME Consortium funding. The distribution of funding is shown in Table 4 on page 18.

City of Patterson

Rehabilitation Loans

The Housing Authority of Stanislaus County, on behalf of the City of Patterson, administers the Minor Home Repair Program. No rehabilitation loans were initiated in 2014-2015.

First Time Home Buyer (FTHB) Loans

The City of Patterson processed and completed two First Time Home Buyer Loans utilizing $140,000 in HOME Consortium funding.

City of Turlock

First Time Home Buyer (FTHB) Loans (Consortium HOME)

The City's First Time Home Buyers loan program processed seventeen loans to enable low/moderate-income family's purchase their first home. These loans were provided through a combination of HOME Consortium, CDBG, and CalHome funding totaling $175,000, $25,000, and $644,570 respectively.

The City acquired four (4) single family homes for the purpose of selling them to eligible First Time Home Buyers. Two of the properties have been sold to eligible First Time Home buyers and are included in the 17 loans mentioned above. The other two properties are in the process being renovated and will be sold to eligible First Time Home Buyers.

The City acquired a fourplex for affordable rental housing. The project is under rehabilitation. The property will be sold to a local non-profit agency upon completion. Anticipated project completion date is late September 2015.

Table 4 on page 19 shows the distribution of funding within Turlock.

City of Waterford

No activities were initiated in fiscal year 2014-2015. An RFP went out for the development of a senior project but it did not develop into a feasible project. . CHDO funds were anticipated to be used as a funding source for this project.

Stanislaus County (unincorporated areas)

First Time Home Buyer (FTHB) Loans

Stanislaus County initiated and completed one First Time Home Buyer loan.

Rehabilitation Loans

The Housing Authority of Stanislaus County, on behalf of Stanislaus County, administers the Minor Home Repair Program. This program is designed to include minor home rehabilitation, which may include, but is not limited to the repair or elimination of conditions that present health and safety hazards, and provides assistance for disabled people in making their home more accessible. Three Rehabilitation loans were initiated and completed. The distribution of funding is shown in Table 4 on page 19.

Community Housing Development Organizations (CHDO) [6]

A CHDO is a private non-profit organization that among other HUD requirements has the provision of providing decent, affordable housing to low-income and moderate-income persons. The Consortium reserves 15% of each annual HOME grant allocation for investment in housing to be developed, sponsored, or owned by a Community Housing Development Organization.

An RFP went out for the development of a senior project in Waterford, but it did not develop into a feasible project. CHDO funds were anticipated to be used as a funding source for this project.

Matching for HOME funds

See L-2 on page 23 for information about matching funds for the HOME program.

Summary of Housing accomplishments

Summary of Housing accomplishments are listed in the following table to show the breakdown of client data for projects completed in fiscal year 2014-2015.

[6] CHDO's are explained in Title 24 Part 92 subpart G-Community Housing Development Organizations

Table 4 (Part 1): Ceres and Newman

Table 4 (Part 1)
Summary of Housing Accomplishments
Fiscal Year 2014-2015

Housing (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	3	-	-	-	-
Total	**0**	**3**	**0**	**0**	**0**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	-	-	-	-	-	-
Total Housing	**0**	**3**	**0**	**0**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Ceres**			Consortium: **City of Newman**		
	Rehab Single Family	FTHB	Rental (#444)	Rehab Single Family	FTHB	Rental
White	-	2	-	-	-	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	1	-	-	-	-
Total Served	**0**	**3**	**0**	**0**	**0**	**0**
Hispanic Total Served	**-**	**2**	**0**	**-**	**-**	**-**

Table 4 (Part 2): Oakdale and Patterson

Table 4 (Part 2)
Summary of Housing Accomplishments
Fiscal Year 2014-2015

Housing (Only Completed Projects Listed)	Consortium: **City of Oakdale**			Consortium: **City of Patterson**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	2	-	-	2	-
Total	**0**	**2**	**0**	**0**	**2**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	**-**	**-**	**-**	**-**	**-**	**-**
Total Housing	**0**	**2**	**0**	**0**	**2**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Oakdale**			Consortium: **City of Patterson**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	-	2	-	-	2	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	-	-
Total Served	**0**	**2**	**0**	**0**	**0**	**0**
Hispanic Total Served	**-**	**2**	**-**	**-**	**2**	**-**

Table 4 (Part 3): Stanislaus County and Turlock

Table 4 (Part 3)
Summary of Housing Accomplishments
Fiscal Year 2014-2015

Housing (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	1	-	-	-	-	-
51-80 of MFI	2	1	-	-	17	-
Total	**3**	**1**	**0**	**0**	**17**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	**0**	**0**	**0**	**0**	**0**	**0**
Total Housing	**3**	**1**	**0**	**0**	**17**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **Stanislaus County**			Consortium: **City of Turlock**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	1	1	-	-	14	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	1	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	2	-	-	-	2	-
Total Served	**3**	**1**	**0**	**0**	**17**	**0**
Hispanic Total Served	**3**	**1**	**-**	**-**	**12**	**0**

Table 4 (Part 4): Waterford and CHDO

Table 4 (Part 4)
Summary of Housing Accomplishments
Fiscal Year 2014-2015

Housing (Only Completed Projects Listed)	Consortium: **City of Waterford**			Consortium: **CHDO**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
Renters (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Owners (Median Family Income)						
0-30% of MFI	-	-	-	-	-	-
31-50 of MFI	-	-	-	-	-	-
51-80 of MFI	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Homeless (Homeless families and individuals assisted with transitional and permanent housing)						
Individuals	-	-	-	-	-	-
Families	-	-	-	-	-	-
Total	**0**	**0**	**0**	**0**	**0**	**0**
Non-Homeless Special Needs						
Total	-	-	-	-	-	-
Total Housing	**0**	**0**	**0**	**0**	**0**	**0**

Race/Ethnicity Breakdowns (Only Completed Projects Listed)	Consortium: **City of Waterford**			Consortium: **CHDO**		
	Rehab Single Family	FTHB	Rental	Rehab Single Family	FTHB	Rental
White	-	-	-	-	-	-
Black or African American	-	-	-	-	-	-
Asian	-	-	-	-	-	-
American Indian/Alaskan Native	-	-	-	-	-	-
Native Hawaiian or Other Pacific Islander	-	-	-	-	-	-
American Indian or Alaska Native & White	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-
Black or African American & White	-	-	-	-	-	-
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-
Balance/Other	-	-	-	-	-	-
Total Served	**0**	**0**	**0**	**0**	**0**	**0**
Hispanic Total Served	-	-	-	-	-	-

B-2.

Describe the manner in which the recipient would change its program as a result of its experiences.

The City of Turlock and the Turlock/Stanislaus County HOME Consortium have been proactive in seeking to identify the priority issues that can be addressed with the funding sources available and which have been identified in the Consolidated Plan. While the City of Turlock and the HOME Consortium have had success in terms of the number of projects, loans and residential rehabilitation (in units). The economy for Stanislaus County saw a large improvement in the 2014/2015 year. This has caused property values to climb and families are once again looking at making repairs or purchasing new homes. Due to the increase of property values there is a small percentage of properties that remain "underwater". It is expected that within the next fiscal year there will no longer be any properties without equity. Unfortunately due to the increase in property values our income eligible families are struggling to locate an affordable unit that meets basic housing quality standards. To assist the families with the needs in the the City and its consortium members may adjust its programs to meet the changing environment.

B-3.

Affirmatively Furthering Fair Housing:

a. Provide a summary of impediments to fair housing choice.

b. Identify actions taken to overcome effects of impediments identified.

Project Sentinel provided Fair Housing services for the City of Turlock through a CDBG grant of $10,000. They are a non-profit fair housing agency established to investigate fair housing complaints. They seek to provide fair housing services through enforcement of federal, state and local civil rights laws, and the promotion of community awareness. This fiscal year Project Sentinel had 5 case files (serving 12 people) along with providing information and referral services to the public over the phone and through outreach. See the following table for a breakdown of the persons served. They have investigated and documented several fair housing complaints in the City of Turlock. Complaints have been followed through with testers at the complaint sites.

They provide fair housing investigation services and consultation services. These services included testing, canvassing, statistical analysis, witness interviews and counseling. They conduct presentations throughout the Turlock Community, as well as presenting Fair Housing and Landlord/Tenant workshops and Tester Training workshops. Presentations are conducted upon request.

Project Sentinel also distributed Fair Housing educational materials in English and Spanish to local agencies and community organizations. The Community Resource Handbook, produced by Turlock city staff, provides reference information to the community including Renters/Landlords rights, shelter services, disabled services, senior services and other housing related resources. It is available for review and to download from our website at www.cityofturlock.org.

Table 5 Project Sentinel - Fair Housing Services Fiscal Year 2014-2015 (IDIS Activity # 694)	
Income Breakdowns	
Extremely low 0-30%	8
Very Low 31-50%	4
Low/Mod 51-80%	0
Moderate 81+%	0
Total	**12**
Race/Ethnicity Breakdowns	
White	7
Black or African American	2
Asian	0
American Indian/Alaskan Native	0
Native Hawaiian or Other Pacific Islander	0
American Indian or Alaska Native & White	0
Asian & White	0
Black or African American & White	0
American Indian or Alaska Native & Black or African American	3
Balance/Other	0
Total	**12**
Hispanic	
Total	6
Other Statistics	
Female Head of household	0
Over 62 years old	2
People with Disabilities	3

B-4.

Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles in meeting underserved needs.

The City of Turlock partnered with Stanislaus County to hire a consultant to prepare the Analysis of Impediments to Fair Housing. The report was completed in May of 2015. Staff is reviewing the information and will formulate actions to be taken to address obstacles in meeting underserved needs.

B-5.

Leveraging Resources

a. **Identify progress in obtaining "other" public and private resources to address needs.**
b. **How Federal resources from HUD leveraged other public and private resources.**
c. **How matching requirements were satisfied.**

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, State HOME, Low-income Housing Tax Credits, Successor Agency funds, and local developer contributions.

CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer loans. In 2014-2015 thirteen loans were provided expending $644,570 in grant funds. A total of thirty seven loans have been issued towards the CalHome grants. The City utilized the 2008 grant and is working on expending the 2011 and 2012 grant funds.

Matching for the HOME Program

Non-federal funding is used as matching for the HOME program. See Section L-2 on Page 36 for HOME Matching information and details.

Table 5
Summary of Funding and Leveraging Resources
City of Turlock and Consortium for Fiscal Year 2014-2015

Source of Funds	Agency Providing Resources	Funding Available	Geographic Distribution
CDBG	HUD	541,582	Turlock: City-Wide
CDBG Estimated PI and Carry Over	HUD	810,651	Turlock: City-Wide
Consortium HOME	HUD	946,227	Turlock and Consortium
Consortium HOME Estimated PI	HUD	5,000	Turlock and Consortium
Consortium HOME Estimated Carry Over	HUD	820,000	Turlock and Consortium
State HOME Estimated Program Income	HUD through the State	1,000	Turlock: City-Wide
Successor Agency	Successor Agency	0	Turlock
Rental Rehabilitation Program (RRP) Estimated Program Income	Local Funds	0	Turlock: City-Wide
Local Lenders	Local Funds	Unknown	Turlock and Consortium
Estimated Total Funding Resources		**$3,124,460**	

Consortium Leveraging

For the Turlock/Stanislaus County HOME Consortium each member jurisdiction historically has also leveraged their HOME allocation with local Redevelopment Agency funds/Successor Agency funds, Low Income Housing Tax Credits, CalHome, Neighborhood Stabilization Program (NSP) and Housing Choice Voucher funds (previously known as Section 8). The Consortium allocates HOME funds on a formula basis to the Consortium members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson; County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

C. Managing the Process

C-1.

Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

The City of Turlock's Housing Division is the lead agency responsible for the development of the Consolidated Plan and Consolidated Annual Performance and Evaluation Report (CAPER). The Housing Division is also the primary agency responsible for the administration and management of programs and projects covered by the Consolidated Plan and identified in the CAPER.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2014-2015 Fiscal Year.

During the 2014-2015 Fiscal Year, the City:

- Continued to develop its relationships with private for profit developers and non-profit housing providers to expand the availability of affordable housing.

- Continued to actively participate in the "The Turlock/ Modesto/Stanislaus County Collaborative on Homelessness also known as the Continuum of Care (CoC). In addition, Turlock Housing Staff regularly meets with the Turlock Homeless Action Committee as well as served as the lead agency for the Turlock/ Stanislaus County HOME Consortium.

- Continued to participate in a leadership role in the Turlock Community Collaborative (TCC). The Turlock Community Collaborative is a results-driven network of over 50 member organizations from various sectors "striving to improve the lives of children, adults and families by collaborating and building the resources of the organizations that serve them". The values based group is driven by the belief that working collaboratively with one another creates better solutions to pressing community issues.

- Staff actively participated in the community meetings and the public hearing that considered the areas and issue related to the City's compliance with Senate Bill 2 with regard to homeless shelters by right.

D. Citizen Participation

D-1.

Provide a summary of citizen comments.

In order to elicit and encourage public participation, the City of Turlock Housing Program Services Division published the Public Notice for Public Review and Comment and Public Hearing) for the 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER) and invited the public to participation in the process.

The notice was published in English on September 2, 2015 in the Modesto Bee and published in Spanish on September 3, 2015 in Vida en el Valle, a Spanish language weekly newspaper. The notice indicated that citizens have until September 22, 2015 to make comments. This provides the minimum 15-day comment period as required by HUD 24 CFR 91.105(d)[7]. This notice was also posted on the City Hall Public Announcement Board. A copy of the public notice is attached labeled Exhibit 1.

Documents made available to the public

CAPER copies were made available at the City of Turlock City Hall and Housing Program Services Division Office, Stanislaus County Turlock Library branch office, and City of Turlock Police Services. The Consolidated Plan and the Analysis of Impediments to Fair Housing report were and are available to the public at the City of Turlock Housing Program Services Division office located at 156 South Broadway, Suite 250, (in City Hall) and the Stanislaus County Turlock Library branch office located at 550 Minaret Avenue.

Comments Received

Public comments were sought during the comment period from September 2, 2015 to September 22, 2015. A Public Hearing was held in Turlock on September 22, 2015 at 6:00 p.m. to provide information and take comments for the CAPER. The Report was presented to Turlock City Council on September 22, 2015 at 6:00 p.m. in the City Hall Yosemite Conference room/council chambers. See Exhibit 1 for a summary of the Public Comments.

D-2.

In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

Please see the list of exhibits for the maps and census tract data.

Expenditures and Commitments

[7] Housing and Urban Development Code of Federal Register Title 24 Part 91 section 105(d).

CDBG and HOME funds were used exclusively to benefit low and moderate (low/mod) income persons, aid in the prevention of slums or blight, as well as meet community development needs having a particular urgency.

Expenditures and commitments for this fiscal year are summarized in the following table (Table 6). HUD requires expenses, activities, and accomplishments to be logged into its computerized online reporting system known as the Integrated Disbursement and Information System (IDIS). Expenses in the IDIS reports may not correspond to tables 6 and 7 due to funds not being drawn down within the fiscal year. The City of Turlock advances funds to our Consortium members, and then draws funds down about quarterly. Turlock does not fund the activities in IDIS until we a draw is processed.

Table 6

CDBG Commitments and Expenses Table -City of Turlock Only

Fiscal Year 2014-2015

(Numbers rounded for clarity. IDIS reports may not correspond to table due to funds not being drawn down within the fiscal year)

Project ID	CDBG Project Title	Budget	Commitments	Expenses
1	Housing Rehabilitation	677,067	0	0
2	Temporary Relocation	3,000	0	0
3	P/S Children's Crisis Center	10,000	10,000	10,000
4	P/S City of Turlock Recreation	10,000	10,000	10,000
5	P/S Second Harvest Food Bank	10,000	10,000	10,000
6	P/S We Care Program	10,000	10,000	10,000
7	P/S DRAIL	2,000	815	815
8	P/S ARC/Howard Training Center	10,000	0	0
9	P/S Project Sentinel (Fair Housing)	10,000	10,000	10,000
10	First Time Home Buyer Loans	170,000	25,000	25,000
11	Public Improvements	50,000	0	0
12	Affordable Housing Development	389,037	0	0
13	Program Administration (CDBG)	105,149	0	0
		1,456,253	**x**	**x**

Table 7

HOME Consortium Commitments and Expenses Table

Fiscal Year 2014-2015

(Numbers rounded for clarity. IDIS reports may not correspond to table due to funds not being drawn down within the fiscal year)

Project ID	Project Title	HOME Budget	Commitments	Expenses
14	CHDO 2014-2015	141,934	0	0
N/A	Affordable Housing Prior Year CHDO 2012/13, 2013/14, 2014/15	(estimate) 559,936 260,064 401,998	CHDO 0 0 0	CHDO 0 0 0
15	Affordable Housing Current Year 14-15	667,547	0	0
16	Consortium Administration (HOME)	94,622	0	0
		1,766,227	**0**	**0**

Table 8

Distribution of Funding in Turlock (HOME & CDBG)

First Time Home Buyers Assisted (HOME/CDBG) and Rehab (CDBG) in Turlock
2014-2015

Turlock Census Tracts	First Time Home Buyers Assisted in Turlock (CDBG and HOME Consortium)	Rehabilitation (CDBG Funds)
36.02	-	-
36.03	-	-
36.04	-	-
36.05	1	-
37.00	1	-
38.01	-	-
38.02	3	1
38.03	-	-
38.04	5	-
38.05	-	-
39.04	3	-
39.05	-	-
39.06	1	-
39.07	1	-
39.08	1	1
39.09	1	-
Total	**17** (1 HOME/CDBG, 3 HOME, 13 CalHome)	**1 Homes**

See Exhibit 4 for Census Tract Map

Table 9

Distribution of Funding in HOME Consortium

(Excluding Turlock)
HOME Consortium Assisted First Time Home Buyers, Rehabilitation, and Apartments
2014-2015

Consortium Member	First Time Home Buyers	Rehab Program	Rentals
Stanislaus County (unincorp. areas)			
Ceres	-	-	
Denair	-	-	
Empire	-	-	
Grayson	-	-	
Hickman	-	-	
Hughson	-	-	
Keyes	-	2	
Modesto	1	1	
Oakdale	-	-	
Patterson	-	-	
Riverbank	-	-	
Salida	-	-	
Crows Landing	-	-	
Ceres	3	-	
Newman	-	-	
Oakdale	2	-	
Patterson	2	-	
Total	**8**	**3**	

See Exhibit 3 for Stanislaus County Map	

E. Institutional Structure

E-1.

Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

In March 2014, the City of Turlock entered into the MOU with the County of Stanislaus to engage in regional consolidated planning. Since the City of Turlock is the lead agency of the Turlock/ Stanislaus County HOME Consortium and the members of the Stanislaus Urban County are the same as the Consortium, combining Consolidated Planning makes sense from both a coordination of efforts as well as significant cost savings.

The City of Turlock and Stanislaus County issued a RFP for both a Consortium Consolidated Plan as well as a Countywide Analysis of Impediments (AI) for 2015-2020. The AI was completed in May of 2015. The Consolidated Consolidated Plan was completed and submitted to HUD.

In other areas, there is still considerable work going on in Stanislaus County to bring together governmental agencies, nonprofit service providers, and consumers of services to identify where there are gaps and how they can be best filled. Stanislaus County is actively involved throughout the year with different service networks in the community. One of these is the Stanislaus Housing and Support Services Collaborative (SHSSC) (Continuum of Care), a very strong network of County-wide service providers, through which any identified institutional gaps may be addressed.

One of the major issues seen in the community is not a lack of agencies but a lack of funding for the agencies. Building the capacity of local nonprofits has also become an important issue for the Urban County and other entitlement cities. The City of Turlock is trying to assist agencies with building capacity. The Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region. The Urban County is able to: a) effectively strategize to fill in institutional gaps; and, b) continue to work and build cooperatively and collaboratively; c) provide technical assistance to the nonprofit community; d) provided seed funds via the public service cycle to expand their capacity to provide a greater variety of housing related services for the population they directly serve.

F. Monitoring

F-1.

Describe how and the frequency with which you monitored your activities.

The City of Turlock requires each public service agency to provide quarterly data reports that describe the number of people served and includes statistics on race/ethnicity and income.

City staff reviews program activity reports to assess the progression of division projects and resolve problems and issues as necessary to ensure compliance, with all statutory and regulatory requirements. Staff also meets periodically with Consortium members to monitor and approve activities and projects, review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

F-2.

Describe the results of your monitoring including any improvements.

Turlock requested from HUD and was granted technical assistance to revise and enhance the City of Turlock as well as the Turlock/ Stanislaus County Home Consortium policies and procedures which included monitoring procedures. A draft set of policies and procedures for HOME has been completed with new monitoring policies and procedures. Staff has been working on enhancing monitoring processes.

F-3.

Self-Evaluation

a. **Describe the effect programs have in solving neighborhood and community problems.**
b. **Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.**
c. **Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.**
d. **Indicate any activities falling behind schedule.**
e. **Describe how activities and strategies made an impact on identified needs.**
f. **Identify indicators that would best describe the results.**
g. **Identify barriers that had a negative impact on fulfilling the strategies and overall vision.**
h. **Identify whether major goals are on target and discuss reasons for those that are not on target.**
i. **Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.**

Based upon the review of the City of Turlock and the Turlock/Stanislaus County HOME Consortium's performance and accomplishment during the past year, the City and Consortium are meeting the objectives as outlined in the Consolidated Plan. The City and Consortium have taken an active role in the promotion and production of affordable housing

as well as addressing the needs of the community. The City actively pursued and utilized resources identified in the Consolidated Plan and Action Plan to leverage the CDBG and HOME funds to serve the Community.

The City of Turlock met the CDBG 1.5 timeliness requirement for the 2014-2015 fiscal year as mandated. HUD requires that the City have no more than 1.5 times its current year entitlement grant in its line of credit on April 15th of each year. All line of credit withdrawals are supported by documented actual expenditures. The City expends the funds first then reimburses itself when funds are drawn down.

City staff reviews program activity reports to assess the progression of division projects and resolve problems and issues as necessary to enhance our effectiveness and productivity. Staff meets at least twice each quarter with Consortium members to monitor and approve activities and projects, review financial items, update activity statuses, and complete project documentation.

G. Lead-Based Paint

G-1.

Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

Within the Stanislaus Urban County jurisdiction, there were three (3) cases of childhood lead-based poisoning investigated by Stanislaus County in Fiscal Year 2014-20153. The cause of the lead exposure was connected to the housing unit in three (3) of these cases. In these cases, the Housing Rehabilitation Program information was given to the household. The cause of the poisoning in the remaining case was not determined.

During the Fiscal Year 2014-2015, the Stanislaus Urban County partnered with the Health Services Agency and Department of Environmental Resource Agency to help in the elimination and prevention of lead poisoning. If the source of lead exposure is related to the residential physical environment (e.g. peeling paint that indicates the presence of lead) then the Housing Rehabilitation Program may participate in source eradication.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of EPA Lead Renovation and Repair and Painting certification. During the

implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol). These actions are part of the overall strategy of the Consolidated Plan and will continue in funded housing activities.

During the implementation of Turlock local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol). These actions are part of the overall strategy of the Consolidated Plan and will continue in funded housing activities. The City continued to provide information regarding lead based paint hazards to City of Turlock residents.

H. Housing Needs

H-1.

Describe Actions taken during the last year to foster and maintain affordable housing.

During the 2014-2015 fiscal year, the City worked to increase the availability of affordable housing to Turlock residents. The City has contracted with a consultant to update the Housing Element of the General Plan which identifies current housing stock and gaps in the number of units by size and affordability. The City's new Housing Element provides for a 10% Affordable Housing Production Goal to insure that affordable purchase and rental housing are constructed to help meet the needs of middle, low and very low income households.

In the Housing Needs Table, annually, the City had committed to assisting six homeowners with housing problems, as addressed through the City's longstanding Owner Occupied Housing Rehabilitation Programs. As identified in the previous section, the Housing Rehabilitation Programs are funded with CDBG, and HOME funds.

In addition, The City and its Redevelopment Agency have entered into two Disposition and Development Agreements for the Construction of a two phased project totally 141 units of affordable housing. The project is targeted to serve families and seniors and 30%, 40%, and 50% of the AMI. The first phase of 80 units was completed and occupied. The developer will be applying for tax credits for the second and final phase in the next round of applications.

I. Specific Housing Objectives

I-1.

Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City's Consolidated Plan identifies as a high priority need extremely low, very low and low-income households experiencing housing problems. Consistent with the priorities outlined in the Consolidated Plan, during the 2014-2015 fiscal year, the City undertook the following activities that addressed the housing needs:

- The Housing Authority of Stanislaus County (HACS) has continued to use resources available through the Housing Choice Voucher Program to provide rental assistance. The HACS has contract authority from the U.S. Department of Housing and Community Development (HUD) to assist households with Housing Choice Vouchers. The Housing Authority's current budget allowed the full utilization of all vouchers as well as a waiting list.

- The City of Turlock utilized various home purchase assistance resources including the HOME Program, CDBG, and CalHome for the City's first time homebuyer assistance programs.

- The City continued to administer a First Time Home Buyers Program for low-income, first-time homebuyers which provide low interest loans. The program is funded with HOME, CalHome, and CDBG. Funds expended during the 2014-2015 Program Year for all funding sources Turlock expended $844,570 and assisted seventeen (17) income eligible homebuyers.

- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions.

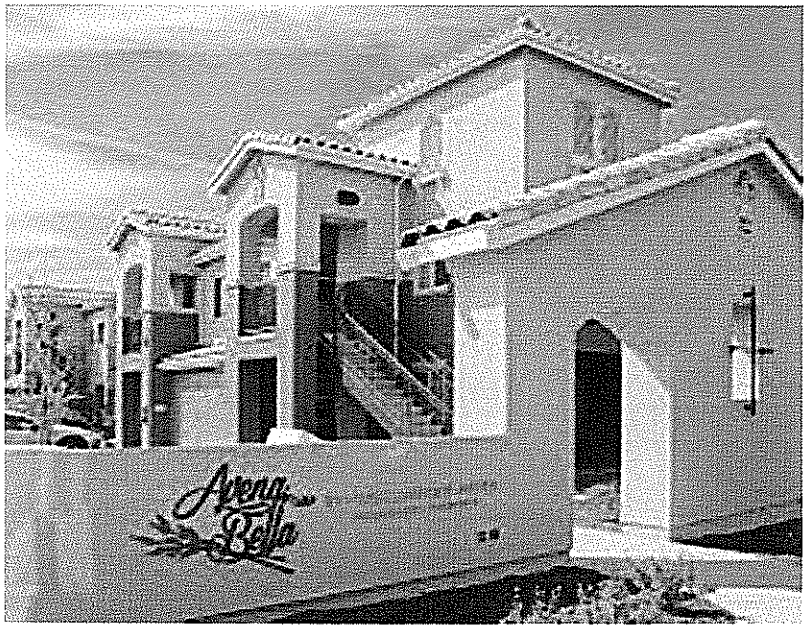
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the final draft of the new Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

- All families assisted under the various Stanislaus Urban County first time homebuyer Down Payment Assistance (DPA) programs meet the Section 215 definitions of affordable housing. All related program goals were met.

- **Avena Bella**
  The City entered into a Disposition and Development Agreement for the development of affordable housing located on a parcel of city owned land located at 500 West Linwood Avenue. The project, for tax credit application purposes was broken into two phases with the first phase consisting of 80 units all of which are designated for

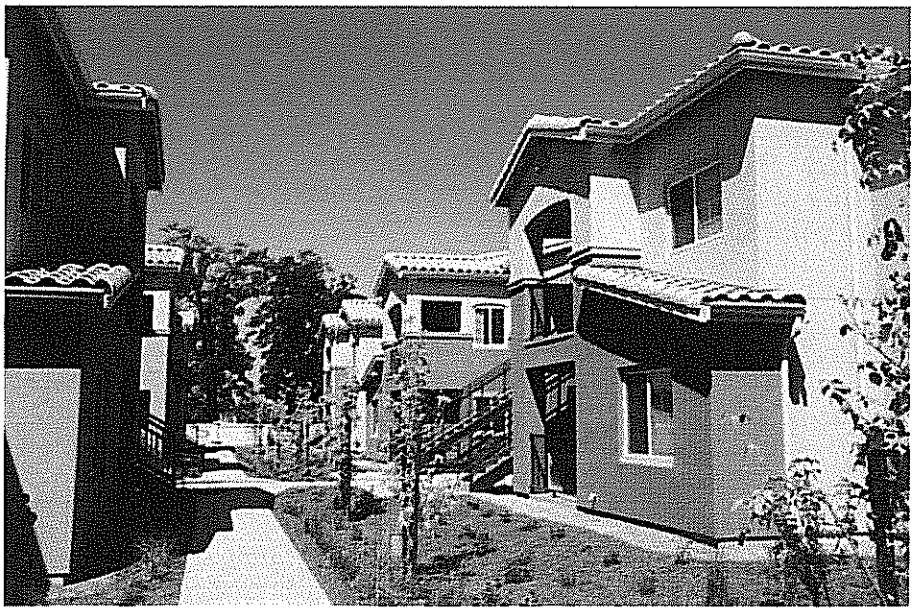
income levels at 50% of the AMI and below. A funding request to the Federal Home Loan Bank was submitted in March 2011 and a $1,000,000 grant was received for the project. The Turlock Redevelopment Agency committed $5,000,000 to the project and the tax credits were awarded in the September 2011 round of funding. Groundbreaking occurred in April 2012, as scheduled. Completion and occupancy of the 80 units occurred in December of 2013.

There are currently 680 families on the waiting list to get into Avena Bella. Work is underway in securing the funding to build Phase 2 of Avena Bella. The application for LIHTC will be submitted in 2016.



Avena Bella

Avena Bella is LEED certified Platinum and has been nominated for a San Joaquin Valley Blueprint Award.



I-2.

Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

Section 215 provides that the City of Turlock and the Turlock/Stanislaus County HOME Consortium provide an evaluation of progress in meeting its specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households assisted during the reporting period and the number of households assisted with housing that meets the Section 215 definition of affordable housing for rental and homeownership. The specific documentation and data to answer this requirement can be found in Table 4.

I-3.

Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.

In efforts to address "worst-case" housing needs and housing needs of persons with disabilities, the Stanislaus Urban County partners with organizations such as Disability Resource Agency for Independent Living (DRAIL). Project Sentinel and DRAIL work closely with one another through client referral to ensure individuals with disabilities are not suffering from discrimination related to housing.

Agencies providing housing and supportive services to 678 individuals with disabilities received food assistance, shelter, housing or case management services through agencies that received CDBG Public Services.

J. Public Housing Strategy

J-1.

Describe actions taken during the last year to improve public housing and resident initiatives.

The City of Turlock actively partners with the Stanislaus Housing and Support Services Collaborative (also known as the Continuum of Care) in all activities related to improving public housing and resident initiatives. During past fiscal years, Urban County cities have partnered with the Housing Authority of the County of Stanislaus to rehabilitate public housing units.

The Housing Authority of Stanislaus County (HASC) is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The HASC is committed to provide decent affordable housing to its residents and in doing so; the HASC keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

During Fiscal Year 2014-2015, the HASC had conducted the following public housing modernization projects:

1. Comprehensive rehab of a 6 unit senior complex in Ceres was completed. Work included installation of dual pane windows, abatement of Asbestos Containing

Materials (ACM's) and replacement of flooring throughout the units, gutted kitchen and bathrooms, new electrical service panels and installation of energy efficient lighting and appliances throughout, hard wired & interconnected smoke/CO detectors, install of local call for aid system, new water saving plumbing fixtures, painting inside and out with low Volatile Organic Compound (VOC) paints, new security fencing, added accessibility features to units and site, new landscaping, courtyard hardscaping, and irrigation system.

2. Replacement of entry doors in 141 scattered site units in Modesto is underway. Existing hollow metal doors are being replaced with pre-hung insulated fiberglass doors for increased energy efficiency and improved weather resistance. New hardware is also included to replace aging original units.

Other projects for replacement of HVAC are in the planning phase. Work is expected to take place in the upcoming fiscal year.

K. Barriers to Affordable Housing

K-1.

Describe actions taken during the last year to eliminate barriers to affordable housing.

The changed economic circumstances confronting the Urban County, especially those affecting homeownership and rental housing markets, must be viewed as potential threats to fair housing choice. The economy in Stanislaus County is slowly recovering at this time and the foreclosure rate has decreased significantly over the past reporting year.

Even though the foreclosure rates are not as high as in previous years, there are still families who are finding currently themselves in this situation. In a continued partnership with local, state, federal, and 31 private entities, the City of Turlock in Collaboration with Stanislaus County and other area cities continue to assist homeowners that are in foreclosure and/or at risk of foreclosure by providing the necessary information, referrals and resources available to them.

The new barriers that families are encountering are the lack of homes for sale and competition with investors for the available units. City staff continues to be involved in the Federal Reserve Foreclosure Recovery Task Force and the Northern California Housing Counseling Network to make lenders and non-profits aware if the situations and problems that families are facing.

L. HOME/American Dream Down Payment Initiative (ADDI)

L-1.

Assessment of Relationship of HOME Funds to Goals and Objectives

a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.

See Table 4 for accomplishment data.

L-2.

HOME Match Report

a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.

The City satisfied HOME match obligation, during fiscal year 2014-2015, through use of HOME match credit primarily from eligible local redevelopment projects.

The City of Turlock/Stanislaus County HOME Consortium funds required contributions to qualified housing[8] in an amount equal to 25% of appropriated HOME funds drawn down from the Consortium's HOME Investment Trust Fund Treasury account in the fiscal year for project costs, unless the Consortium has received a reduction in the contribution requirement. These contributions are referred to as "match." The amount of obligation is based on the amount of HOME funds drawn down, with some exceptions, including funds for administration. Match contributions made in excess of match obligations may be carried forward as match credit toward meeting obligations incurred in future years. Eligible forms of matching contribution are listed at 24 CFR 92.220.

The HOME matching requirement for the City of Turlock/Stanislaus County HOME Consortium was 12.5% for the federal fiscal year[9], due to the percentage of families in poverty. Since the federal and Consortium/City fiscal years do not correspond, this reduction for the federal fiscal year 2013-2014 (Oct. 2013-Sept. 2014) covers three months (July, Aug., & Sept. 2014) of the Consortium's 2014-2015 fiscal year[10] (July 2014-June 2015). The remaining Consortium fiscal year 2014-2015 (October 2014-June 2015) was also at the rate of 12.5%.

The matching obligation for this fiscal year (July 1, 2014 to June 30, 2015 at 12.5%) was $62,406. The Consortium exceeded the matching obligation through its eligible cash contribution balance of $5,455,492. This large amount of matching balance is primarily due to HUD determining that the RDA funds for a construction project in fiscal year 2004/2005 was an allowable source of match. Matching cash contributions usually include

[8] The Housing and Urban Development Code of Federal register in Title 24 Part 92 section 219 defines qualified HOME assisted housing. A contribution is recognized as a matching contribution if it is made with respect to certain criteria.

[9] The Federal Fiscal Year covers October 1, 2013 through September 30, 2014.

[10] The Consortium's Fiscal Year covered July 1, 2014 through June 30, 2015.

Redevelopment 20% Housing set-a-side/ Successor Agency funds and Rental Rehab Program (RRP) funds. For more detailed information see the required HOME Matching Report (form HUD-40107-A) labeled Exhibit 7. The HOME Match Report is illustrated by the Federal Fiscal year (October 1, 2014 to September 30, 2015). Consequently the match report obligation (Part II, #4) shows $62,406 (up to 06/30/15) and the Match contribution (Part II, #3) shows $62,406 (up to 06/30/15) as the federal fiscal year does not end until September 30, 2014. This leaves an excess match carry over to the next Federal fiscal year of $5,455,492 (Part II, #5).

L-3.

HOME MBE and WBE Report

a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

The City will complete the HUD Form 40107 and submit the document to HUD as required.

L-4.

Assessments

a. Detail results of on-site inspections of rental housing.
b. Describe the HOME jurisdiction's affirmative marketing actions.
c. Describe outreach to minority and women owned businesses.

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, public presentations and events, utility newsletters and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo is included in each public notice, city's website and in program advertisements. Fair Housing Poster is posted in each jurisdiction's Housing office.

M. Homeless Needs

M-1.

Identify actions taken to address needs of homeless persons.

Analysis and Actions (Homeless and Special Needs)

During Fiscal Year 2014-2015, the City of Turlock utilized CDBG Public Services funds to offer Turlock homeless male residents overnight emergency winter shelter for the months of November - April at We Care Turlock program shelter. The shelter provided a safe and clean environment, provided meals, and referrals for social services.

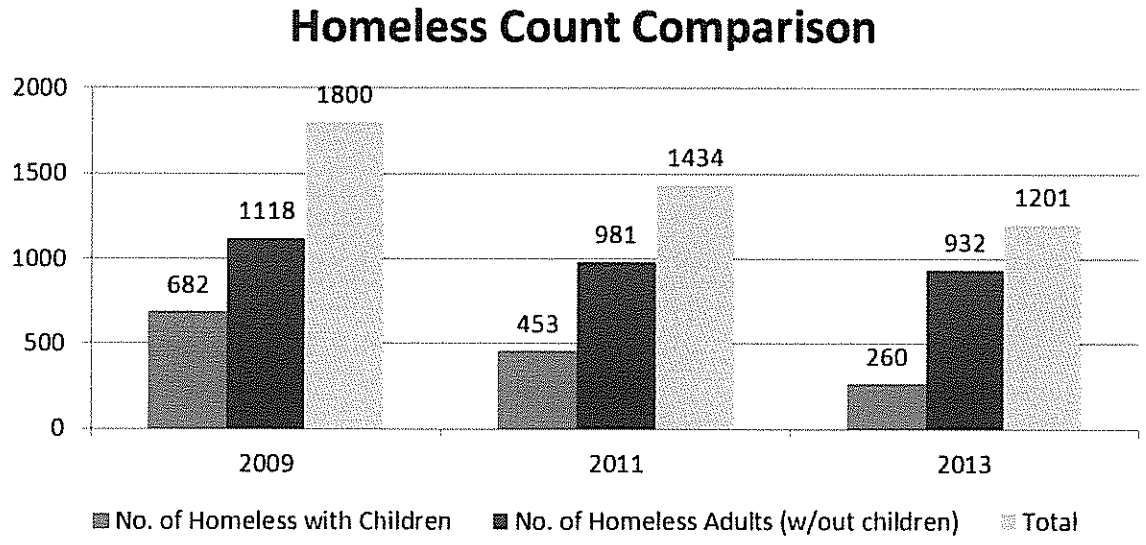
The Children's Crisis Center also received funding to provide respite day-time, and nighttime shelter when needed, to homeless children and children who at-risk of becoming homeless. In addition to respite care, the Children's Crisis Center also provides case management to the parents of children who are in their care, and work to assist each family in becoming self-sufficient and stably housed. In addition to emergency or transitional shelter, the Children's Crisis Center, We Care, provided case management services.

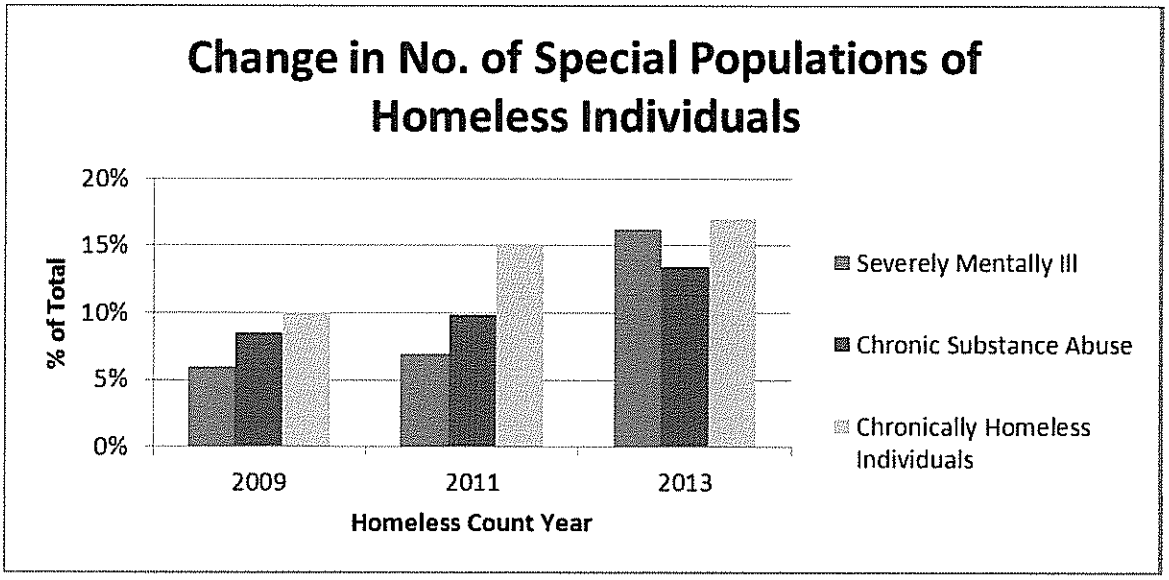
Homeless Management Information System (HMIS) Project: This software system allows homeless service providers to enter basic information about persons receiving homeless services throughout the County. Ultimately, the system will allow the Stanislaus County CoC to track patterns of individuals and households into and out of homelessness. However, getting to this point will require a great deal of work on the system itself, and on data entry. Data input for the Stanislaus County CoC began during the Fiscal Year 2005-2006 for all Stanislaus Urban County ESG Grantees, and HACS Homeless Related Programs (CoC awarded grants such as Shelter Plus Care).

In 2008, the City of Modesto ESG grantees began participating in HMIS data entry and continue to do so, making it a more comprehensive homeless data collection system. During the Fiscal Year 2011-2012, extensive efforts were made by the HPRP Sub-committee and CoC to upgrade the system to allow for increased capacity to meet ESG reporting and monitoring requirements. The HMIS Administrator continually works to improve the HMIS software for both homeless service providers and grant administrators. As part of this effort, the HMIS Administrator provides trainings (both in groups and one-one-one) to HMIS users.

The Continuum of Care (CoC) collectively developed a 10 Year Plan to End Long- Term Homelessness, which was adopted by the Board of Supervisors on June 26, 2007. This Plan, also adopted by the cities of Modesto, Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, is scheduled to reach completion by Fiscal Year 2014-2015. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs. As shown in the chart below, the 2013 Homeless count showed a 20% decrease in the total number of 25 Stanislaus Urban County homeless persons from 2009 to 2011 and a 16% decrease from 2011 to 2013. A total of 12% of the individuals included in the 2013 homeless count were children under the age of 18. Throughout Fiscal Year 2012-2013, ten new permanent housing beds for chronically homeless persons were developed, making a total of 166 permanent supportive housing beds in Stanislaus County. As shown in the chart below the number of chronically homeless individuals, homeless individuals with severe mental illness and chronic substance abuse (both sheltered and unsheltered) increased steadily from the 2009 to 2011 homeless count and from the 2011 to 2013 homeless count. This is due partly to the increase in rapid re-housing programs and permanent supportive housing beds but also due to the reclassification of a number of CoC program participants from "chronically homeless" to "homeless".

In addition, the City of Turlock contracts with the Turlock Gospel Mission to operate a Homeless Assistance Ministry in the City's Old Youth Center. Turlock Gospel Mission, who does not receive any federal grants, provides case management, assistance in getting identification and other eligibility documents as well as runs the women and children's winter cold weather shelter and provides transportation to the 23 churches who provide a dinner meal in the Turlock community every day of the year.





Cold Weather Homeless Shelter services were provided in the cold winter months through the We Care program for men and through Turlock Gospel Mission (TGM) for women and children. The City has adopted a zoning overlay district that homeless shelters can be established by right in response to California's Senate Bill 2. The City's Housing Elements has been certified by the State of California Department of Housing and Community Development for its compliance on the requirements for homeless shelters.

M-2.

Identify actions to help homeless persons make the transition to permanent housing and independent living.

The City of Turlock provided funds to We Care Program to help homeless in the cold winter months. They provide guidance to assist clients with needs to get them closer to being able to participate in transitional housing opportunities.

The City of Turlock is currently working with homeless service providers to identify the gaps in transitional and permanent housing needs to address and the Stanislaus Urban County partnered with We Care, Community Housing and Shelter Services (CHSS) and the Children's Crisis Center in efforts to help homeless persons and families make a transition to permanent housing and independent living.

M-3.

Identify new Federal resources obtained from Homeless SuperNOFA.

The following chart indicates the resources acquired through the CoC (also referred to as the Continuum of Care) through from the Homeless SuperNOFA to assist those individuals/families directly suffering from homelessness along with those in jeopardy of becoming homeless.

Turlock/Modesto/Stanislaus CoC - 505

Homes for Homeless	CoCR	$90,011
Families in Transition	CoCR	$69,643
Halo 4 (9)	CoCR	$164,716
Halo 7 (14)	CoCR	$92,025
Halo Apartments (5)	CoCR	$230,043
Halo Homes (3)	CoCR	$199,962
Halo Housing (1)	CoCR	$124,154
HOAP Stanislaus	CoCR	$135,904
Households in Recovery	CoCR	$183,105
Pathways	CoCR	$78,976
Pathways-Support Services Only	CoCR	$43,241
Permanent Housing #1	CoCR	$95,850
Shelter Plus Care 1-4, 6 & 7	CoCR	$945,730
Shelter Plus Care 5 (MP)	CoCR	$136,746
Stanislaus HMIS Renewal	HMIS	$84,795
Turning Point Affordable Housing Project	CoCR	$99,149
Turning Point Supportive Housing Program	CoCR	$166,083

Total: $2,940,133

CoCR: Contiuum of Care Renewal
HMIS: Homeless Management Information System

N. Specific Homeless Prevention Elements

N-1.

Identify actions taken to prevent homelessness.

The City of Turlock provides public service funds to agencies that provided food, and other services that assisted persons to prevent homelessness. The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

O. Emergency Shelter Grants (ESG)

The City of Turlock does not receive Emergency Shelter Grant (ESG) Funds.

P. Community Development

P-1.

Assessment of Relationship of CDBG Funds to Goals and Objectives

a. **Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.**
b. **Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.**
c. **Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.**

The City undertook the following community development objectives utilizing CDBG funds during the 2014-2015 Program Year:

The issue of sidewalks was identified in the Consolidated Plan as a high priority for the community. As such, the City of Turlock began compiling a list of public improvements, such as curbs, gutters and sidewalks that need to be constructed or rehabilitated to be ADA compliant. The prioritized list will be used to identify the most urgent public improvements and access issues that need to be addressed in the qualifying census tracts with the funds available.

The goal set in the Annual Action Plan was to rehabilitate a total of five units and the program assisted in the rehabilitation of seven units with one completed in fiscal year 2014-2015. It is anticipated that the other units will be completed no later than mid-October 2015. No temporary relocation funds were provided.

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

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

P-2.

Changes in Program Objectives

a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.

No changes made.

P-3.

Assessment of Efforts in Carrying Out Planned Actions

a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.

The City has complied with all Federal Overlay requirements for all projects and activities undertaken during the 2014-2015 Program Year.

Citizen participation and comments have been solicited through the use of public notices in the local newspapers. Public meetings and hearings have been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input into what services, projects, or activities the City undertook using Community Development Block Grant and HOME funds.

P-4.

For Funds Not Used for National Objectives

a. Indicate how use of CDBG funds did not meet national objectives.
b. Indicate how did not comply with overall benefit certification.

All CDBG funds used met National Objectives.

P-5.

Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property

a. **Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.**
b. **Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.**
c. **Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.**

The City of Turlock includes regulatory language in all of its program documents addressing the anti-displacement and relocation laws. Per program guidelines, the City of Turlock will not provide assistance through any of its programs if the assistance will cause the displacement of a family or individual. No properties were provided displacement, but two properties were provided temporary relocation in combination with our Rehabilitation program.

P-6.

Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons

a. **Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.**
b. **List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.**
c. **If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.**

No activities were funded in this category during this program year.

P-7.

Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit

a. **Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.**

No activities were funded in this category during this program year.

P-8.

Program income received

a. **Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.**
b. **Detail the amount repaid on each float-funded activity.**

c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
d. Detail the amount of income received from the sale of property by parcel.

The City received $_____~~238,652~~ in CDBG Program Income (PI) for the 2014-2015 program year. The Program Income resulted from the payoff of three Housing Rehabilitation loans and monthly and periodic payments of amortized and deferred Rehab and FTHB loans. These funds are used to provide further eligible CDBG activities.

The HOME Consortium received $_____$557,825 (estimated) in Program Income (PI) for the 2014-2015 program year. The program income resulted from the payments on First Time Homebuyer and rehabilitation participants.

P-9.

Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
a. The activity name and number as shown in IDIS;
b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
c. The amount returned to line-of-credit or program account; and
d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.

At this time, no adjustments have been identified or required to be made for either CDBG for the City of Turlock or the HOME Consortium.

P-10.

Loans and other receivables
a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.

The City has not acquired any properties in the current year using CDBG funds. The City has multiple outstanding loans. The outstanding principle and balance of funds owed is available to HUD upon their request.

P-11.

Lump sum agreements

a. Provide the name of the financial institution.
b. Provide the date the funds were deposited.
c. Provide the date the use of funds commenced.
d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.

None made this program year.

P-12.

Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year

a. Identify the type of program and number of projects/units completed for each program.
b. Provide the total CDBG funds involved in the program.
c. Detail other public and private funds involved in the project.

The goal set in the Annual Action Plan was to rehabilitate a total of five units and the program assisted in the rehabilitation of seven units with one completed in fiscal year 2014-2015. It is anticipated that the other units will be completed no later than mid-October 2015. There were no public or private funds involved in the projects.

P-13.

Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies

a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

There are no Neighborhood Revitalization Strategy areas using HOME Consortium or Turlock CDBG funds. Stanislaus County has two neighborhood revitalization strategy areas that are funded through their CDBG program, therefore the county reports progress directly to HUD.

Q. Antipoverty Strategy

Q-1.

Describe actions taken during the last year to reduce the number of persons living below the poverty level.

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County has continued its partnership with the Stanislaus Housing and Support Services collaborative in support of activities such as "point in time counts" as well as assists with application of Super NOFA funding opportunities to offset the outstanding need for homeless shelter and services within the community. As well as, provide a portion of CDBG funding to various nonprofits

that have a proven track record of assisting the homeless on their path towards toward work and full time housing.

R. Non-Homeless Special Needs

Non-homeless Special Needs

R-1.

Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

CDBG Public services grants provided such benefits to special needs clientele such as emergency food.

S. Specific HOPWA Objectives

The City of Turlock does not receive HOPWA funds.

T. Other Narrative

None at this time.

U. Exhibits

Exhibit 1 – Comment Period Proof of Publication & Summary of Public Comments
Exhibit 2 – Summary Accomplishments to Meet 5-Year Goals
Exhibit 3 – Map of Turlock/Stanislaus County HOME Consortium
Exhibit 4 – City of Turlock Census Tract Map
Exhibit 5 – City of Turlock Census Tract Low/Mod income percentages
Exhibit 6 – City of Turlock Census 2000 Demographic Information
Exhibit 7 – HOME Match Report (HUD 40107-A)
Exhibit 8 – IDIS Report PR01 HUD Grants and Program Income
Exhibit 9 – IDIS Report PR03 CDBG Activity Summary Report
Exhibit 10 – IDIS Report PR08 Grantee Summary Activity Report
Exhibit 11 – IDIS Report PR26 CDBG Financial Summary Report and Equivalent

Exhibit 1

Comment Period Proof of Publication (English)
& Summary of Public Comments

Ad Run in the Modesto Bee on September 2, 2015

Notice of Public Hearing and CAPER Comment Period for Program Year 2013/2014

The City of Turlock has prepared their 2013-2014 Consolidated Annual Performance Evaluation Report (CAPER) as required by federal regulations. The report details project accomplishments as well as expenditures throughout the period of July 1, 2013 through June 30, 2014 for the Community Development Block Grant (CDBG) Program for the City of Turlock and the HOME Investment Partnerships (HOME) Program for the City of Turlock/Stanislaus County HOME Consortium. The purpose of the report is to measure to what extent the jurisdiction is meeting priority needs, goals and strategies as outlined in the 2010-2015 Consolidated Plan.

A 15-day public comment period on the report begins on August 18, 2014 and runs through 5:00 p.m., September 2, 2014. The public hearing on September 8, 2014 will be held to receive comments on the CAPER. The public hearing will be held at the following location:

September 8, 2014 at 4:00 p.m.
City of Turlock City Hall – El Capitan Conference room, upstairs
156 South Broadway, Turlock, CA 95380

The meetings will be conducted in English, however an interpreter will be provided with a 48-hour advance notice. The meeting rooms are accessible to person with mobility impairments. Please notify Housing Program Services Division at least 7 days before a hearing if special equipment or interpreting service is needed. If you have a disability or are hearing impaired and need assistance, please make arrangements in advance by calling (209) 668-5610 or TDD 1-800-735-2929.

Comments on the CAPER may be directed to and or for additional information about the CAPER or the City of Turlock's First Time Home Buyers Loan program or Rehabilitation Loan program please contact us or visit our website:

Maryn Pitt, Housing Program Services Manager
City of Turlock - Housing Program Services Division
156 South Broadway, Suite 250, Turlock, CA 95380
Phone: (209) 668-5610 or TDD 1-800-735-2929 Fax (209) 668-5120
Website: www.cityofturlock.org or by E-mail to Maryn Pitt at mpitt@turlock.ca.us

Copies of the CAPER will be available for review starting on August 18, 2014 at the following Turlock location: Housing Program Services Division Office - 156 S. Broadway, Suite 250 Turlock, CA

And available on the city website at www.cityofturlock.org under Housing Division.

Exhibit 1

Comment Period Proof of Publication (Spanish)
& Summary of Public Comments

Ad Run in the Vida on September 2, 2015

Local media partners:

The Modesto Bee
modbee.com

Aviso de Junta Pública Y CAPER
Comentarios para el Programa 2013/2014

La Ciudad de Turlock está preparando el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2013. El reporte identifica los cumplimientos y gastos de los fondos durante el año Fiscal 2013-2014, sobre el programa de becas de Bloque de Desarrollo de Comunidad (CDBG) para la ciudad de Turlock y el programa de HOME para la ciudad de Turlock/ Consorcio de Stanislaus HOME. El plan de Consolidación Anual identifica como la Ciudad y el Consorcio planea usar los fondos Federales durante el próximo año y satisfacer las metas y objetivos aprobadas por el Concilio de la Ciudad en el Plan de Consolidación 2010-2015.

El Plan será disponible por 15 días para la revisión del público y los comentarios comenzarán el 18 de Agosto, 2014 y terminan el 2 de Septiembre, 2014. La junta pública para comentarios del público se llevará a cabo el:

8 de Septiembre a las 4:00 p.m.
Ciudad de Turlock- Cuarto El Capitan Segundo piso
156 S. Broadway, Turlock, CA 95380

La junta será conducida en Inglés, pero si se necesita un intérprete le será disponible si nos notifica 48 horas por adelantado. Acomodaciones especiales pueden ser proporcionadas para personas con incapacidades por favor de avisar a la División de Servicios del Programa de Viviendas por lo menos 7 días antes de las juntas al (209) 668-5610 O TDD 1-800-735-2929.

Para Información adicional sobre el CAPER, sobre nuestro Programas para Compradores De Viviendas de por Primera Vez, de Préstamos para Rehabilitación, favor de comunicarse con nosotros o visite nuestro sitio del Internet.

Maryn Pitt, Housing Program Services Manager
Ciudad de Turlock-División de Servicios del Programa de Viviendas
156 S. Broadway Suite 250, Turlock, CA 95380
(209) 668-5610 o TDD 1-800-735-2929 Fax (209) 668-5120
Sitio de Internet: www.cityofturlock.org o Correo Electronico mpitt@turlock.ca.us

Copias del CAPER serán disponibles para su revisión comenzando el 18 de Agosto 2014 en las oficinas de: División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 250, Turlock, CA

O por el Internet en www.cityofturlock.org bajo Housing Division.

Exhibit 1

Comment Period Proof of Publication
& Summary of Public Comments

Summary of Public Comments for 2014-2015 CAPER

The Report was presented at the Public Hearing to Turlock City Council on September 22, 2015 at 6:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the Yosemite Conference room/council chambers.

Approximately _____ persons were in attendance. ___comments were received before or at the meeting by the public. Council approved the submittal of the report.

Other comments received by September 22, 2015 deadline:

_____comments were received during the comment period ending September 22, 2015.

Exhibit 2

Summary of Accomplishments to Meet 5-Year Goals

City of Turlock and HOME Consortium
Table of Accomplishments and Five-Year Goals

Fiscal Year 2013-2014

Program	2010-11	2011-12	2012-13	2013-14	2014-15	Cumulative Total	Five-year Goal
City of Turlock							
Housing Rehabilitation Units	8	4	5	1	1	19	16
Temporary Relocation (household served)	5	1	3	1	0	10	2
Rental Housing Units	0	0	0	4	0	4	4
First Time Home Buyer Program (includes all funding sources)	31	13	9	16	17	86	42
Public Improvement Projects Curb/Gutter/sidewalk homes assisted	0	1 project	0	1 bathroom	0	2	5
Fair Housing (people served)	120	250	204	5 Count Revised	12	591	600
Public Service Programs (Organizations assisted)	7	5	6	8	6	32	35
Homeless Prevention (persons) HPRP	190 households	0	72 households	0	0	262 households	400
Support an employment training program.	14	0	0	0	0	14	25
Homeless Shelter	0	0	0	0	0	0	1
Self Help projects	0	0	0	0	0	0	4
HOME Consortium							
First Time Home Buyer Program	17	8 Members 9 Turlock	6 Members 9 Turlock	9 Members 14 Turlock	8 Members 4 Turlock	84	50
Residential Rehabilitation	6	5	3	3	3	20	30
Multi-family rental development/ rehab	6 Ceres	18 Ceres 10 Oakdale	24 Ceres	6 Ceres	0	64	30

Exhibit 3

Turlock/Stanislaus County Map

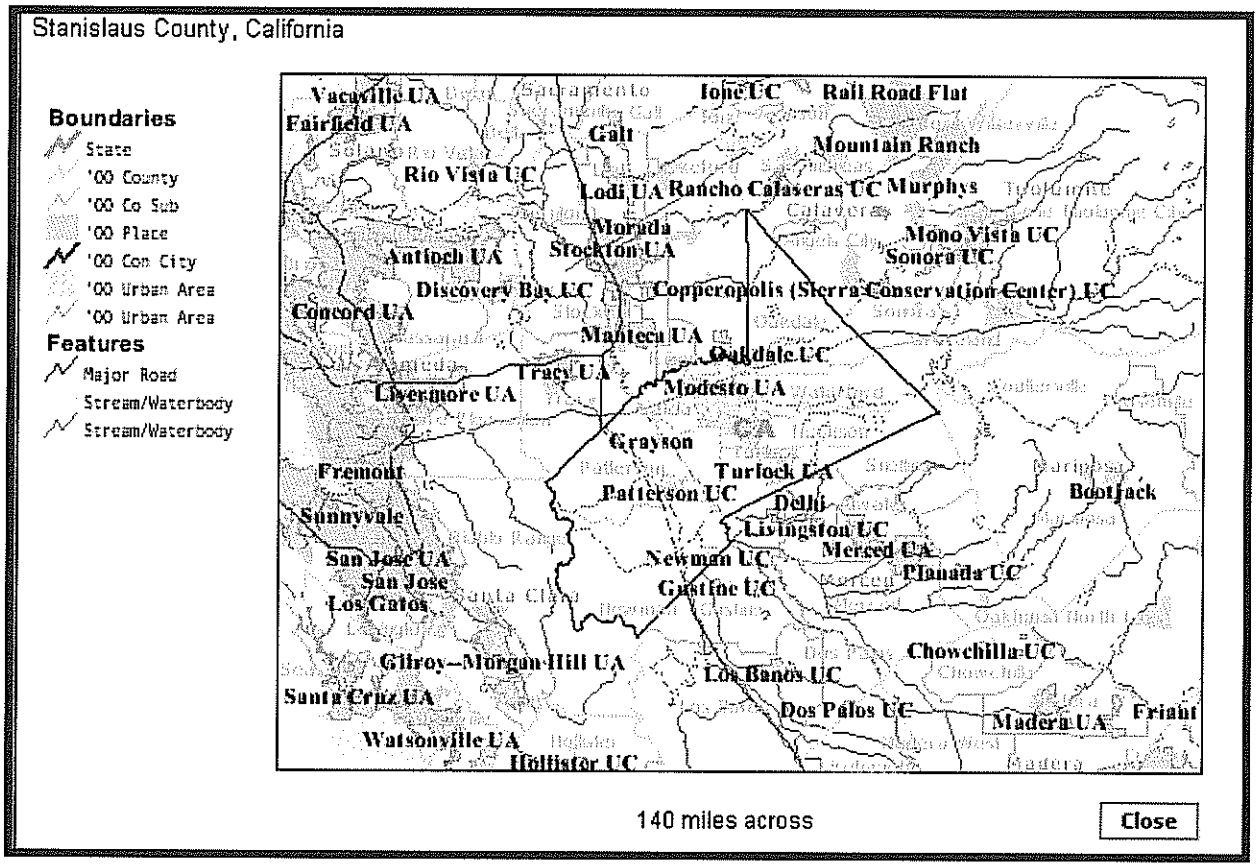


Exhibit 4

City of Turlock

Census Tract Map

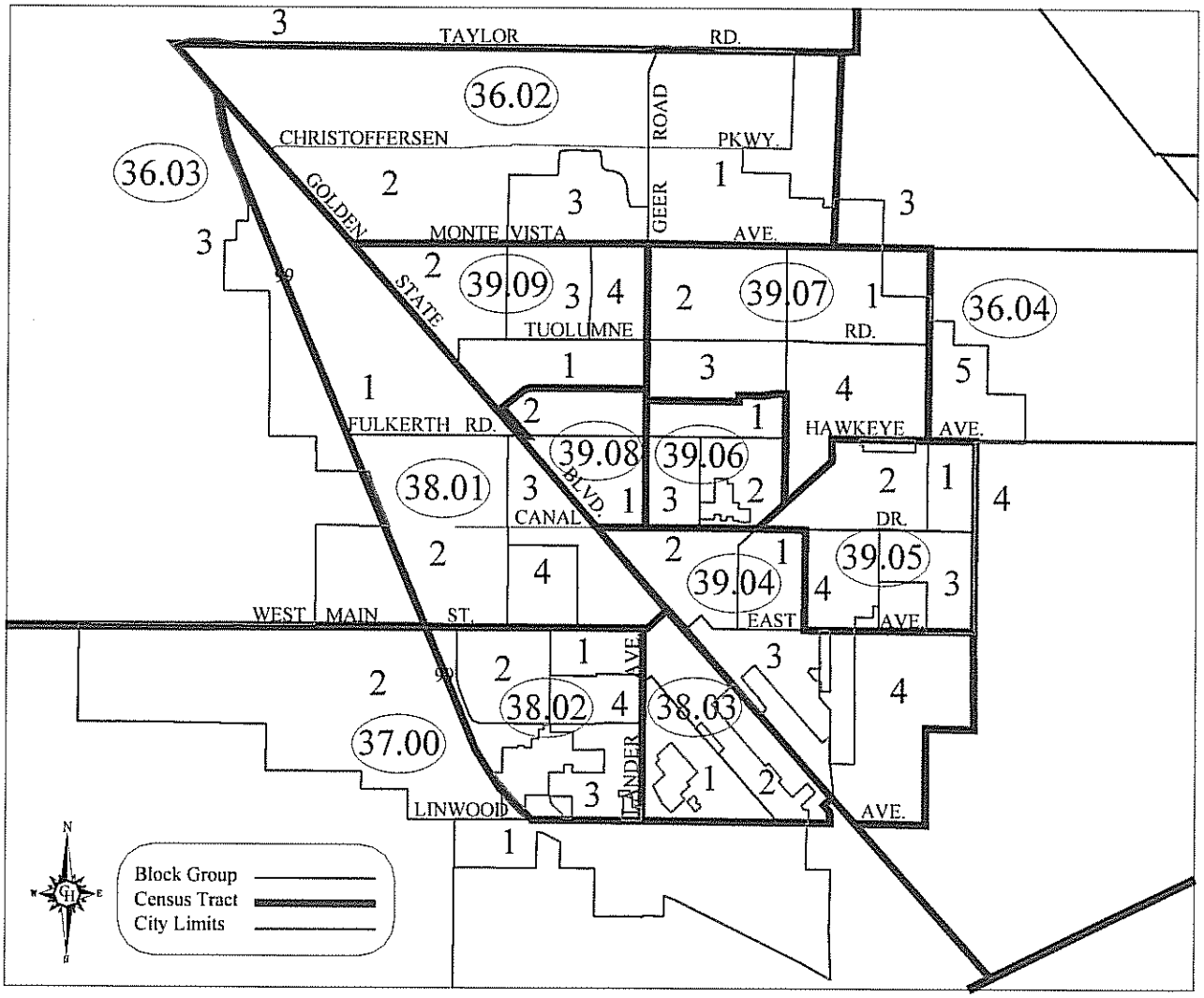


Exhibit 5

City of Turlock
Low/Mod Income Percentage for
Census Tracts and Individual Block Groups

Tract	Block Group	Low/Mod Percentage
36.02	**1,2,3**	**31.9**
36.02	1	31.3
36.02	2	35.9
36.02	3	71.5
36.03	**3**	**--**
36.04	**3,5**	**7.7**
36.04	3	0.0
36.04	5	9.6
37.00	**1,2**	**44.9**
37.00	1	45.2
37.00	2	28.6
38.01	**1,2,3,4**	**44.6**
38.01	1	30.9
38.01	2	30.2
38.01	3	50.1
38.01	4	77.1

Tract	Block Group	Low/Mod Percentage
38.02	**1,2,3,4**	**70.3**
38.02	1	73.9
38.02	2	71.6
38.02	3	65.0
38.02	4	70.8
38.03	**1,2**	**39.7**
38.03	1	37.8
38.03	2	44.4
39.04	**1,2,3,4**	**52.9**
39.04	1	41.1
39.04	2	57.3
39.04	3	63.3
39.04	4	39.9
39.05	**1,2,3,4**	**23.4**
39.05	1	18.3
39.05	2	17.0
39.05	3	25.3
39.05	4	36.3

Tract	Block Group	Low/Mod Percentage
39.06	**1,2,3**	**66.0**
39.06	1	21.6
39.06	2	77.1
39.06	3	70.6
39.07	**1,2,3,4**	**29.1**
39.07	1	20.1
39.07	2	41.3
39.07	3	32.2
39.07	4	19.6
39.08	**1,2**	**67.5**
39.08	1	63.8
39.08	2	70.0
39.09	**1,2,3,4**	**31.8**
39.09	1	22.9
39.09	2	37.9
39.09	3	22.4
39.09	4	54.7

Census 2000 Low and Moderate Income summary Data from HUD Website:
www.hud.gov/offices/cpd/systems/census/lowmod/index.cfm

Exhibit 6

City of Turlock
Census 2000 Demographic Information
From the Census website: http://census.gov

General Characteristics	Turlock		United States
	Number	Percent	
Total Population	55,810	100	100.0 %
Male	26,870	48.1	49.1 %
Female	28,940	51.9	50.9 %
Median Age (years)	30.9	(X)	35.3 %
One race	52,822	94.6	97.6 %
White	40,370	72.3	75.1 %
Black or African American	798	1.4	12.3 %
American Indian and Alaska Native	523	0.9	0.9 %
Asian	2,518	4.5	3.6 %
Native Hawaiian and Other Pacific Islander	153	0.3	0.1 %
Some other race	8,460	15.2	5.5 %
Two or more races	2,988	5.4	2.4 %
Hispanic or Latino (of any race)	16,422	29.4	12.5 %
Average household size	2.92	(X)	2.59%
Average Family size	3.42	(X)	3.14%
Total housing units	19,095	100.0	100.0 %
Occupied housing units	18,408	96.4	91.0 %
Owner-occupied housing units	10,275	55.8	66.2 %
Renter-occupied housing units	8,133	44.2	33.8 %
Vacant housing units	687	3.6	9.0 %
Population 5 years and over	50,623	(X)	(X)
With a disability	10,345	20.4	(X)
Disability status of the population 21 to 64 years = 29,484	6,263	21.2	19.2 %
Female head of household, no husband present	2,409	(X)	(X)
Median household income (dollars)	39,050	(X)	41,994
Median family income (dollars)	44,501	(X)	50,046

Information provided by the US Census Bureau website : http://census.gov and http://factfinder.census.gov

Exhibit 7

HOME Match Report
HUD form 40107A

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Match Contributions for
Federal Fiscal Year (yyyy) 2014/2015

Part I Participant Identification

1. Participant No. (assigned by HUD):
2. Name of the Participating Jurisdiction: City of Turlock
3. Name of Contact (person completing this report): Maryn Pitt, Housing Program Services Manager
5. Street Address of the Participating Jurisdiction: 156 South Broadway, Suite 250
4. Contact's Phone Number (include area code): 209-665-5610
6. City: Turlock
7. State: CA
8. Zip Code: 95380

Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	$ 5,444,603.92	
2. Match contributed during current Federal fiscal year (see Part III.9.)	$ 73,295.00 (up to 6/30/15)	
3. Total match available for current Federal fiscal year (line 1 + line 2)		$ 5,444,603.92
4. Match liability for current Federal fiscal year		$ 62,406.59
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		$ 5,455,492.35

Part III Match Contribution for the Federal Fiscal Year

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match
555	12/30/14	73,295.00	LIHTC					73,295.00

page 1 of 4 pages

form HUD-40107-A (12/94)

Exhibit 8

HUD Grants and Program Income
IDIS PR01 Report

Cover Page for Exhibit

Exhibit 9

CDBG Activity Summary Report
IDIS PR03 Report

Cover Page for Exhibit

Exhibit 10

Grantee Summary Activity Report
IDIS PR08 Report

Cover Page for Exhibit

Exhibit 11

CDBG Financial Summary Report

IDIS PR26 Report Equivalent

CDBG Grant B-12-MC-06-0039 for FY 2013-2014

Part I: Summary of CDBG Resources			
1. Unexpended CDBG funds at end of previous reporting period (Balance from prior program years)			$ 326,507
2. Entitlement Grant from form HUD 7082			$ 541,582
3. Surplus Urban Renewal Funds			$ -0-
4. Section 108 Guaranteed Loan Funds (Principal Amount)			$ -0-
5. Program income received by:	Grantee (Column A)	Subrecipient (Column B)	
a. Revolving Funds	$ 234,872	$	
b. Other (Identify below. If more space is needed use an attachment			
	$	$	
	$	$	
c. Total Program Income (Sum of columns a and b)			$ 234,872
6. Prior Period Adjustments (if column is a negative amount, enclose in brackets)			$ -0-
7. Total CDBG Funds available for use during this reporting period (sum of lines 1 through 6)			$ 1,201,758

Part II: Summary of CDBG Expenditures		
8. Total expenditures reported on Activity Summary, forms HUD-4949.2 & 4949.2A		$ 875,251
9. Total expended for Planning & Administration, form HUD-4949.2	$ 139,354	
10. Amount subject to Low/Mod Benefit Calculation (line 8 minus line 9)	$ 735,897	
11. CDBG funds used for Section 108 principal & interest payments		$ -0-
12. Total expenditures (line 8 plus line 11)		$ 875,251
13. Unexpended balance (line 7 minus line 12)		$ 326,507

Part III: Low/Mod Benefit This Reporting Period	
14. Total Low/Mod credit for multi-unit housing expenditures from form HUD 4949.2A	$ -0-
15. Total from all other activities qualifying as low/mod expenditures from forms HUD-4949.2 and 4949.2A	$ 735,897
16. Total (line 14 plus line 15)	$ 735,897
17. Percent benefit to low/mod persons (line 16 divided by line 10 this reporting period)	100%

Part IV: Low/Mod Benefit for Multi-Year Certifications (Complete only if certification period includes prior years)	
Program years (PY) covered in certification PY ____ .	
18. Cumulative net expenditures subject to program benefit calculation	$ -0-
19. Cumulative expenditures benefiting low/mod persons	$ -0-
20. Percent benefit to low/mod persons (line 19 divided by line 18)	%

Part V: For Public Service (PS) Activities Only: Public Service Cap Calculation	
21. Total PS expenditures from column h, form HUD-4949.2A	$ 75,833
22. Total PS unliquidated obligations from column r, form HUD4949.2A	$ -0-
23. Sum of line 21 and 22	$ 75,833
24. Total PS unliquidated obligations reported at the end of the previous reporting period	$ -0-
25. Net obligations for public services (line 23 minus line 24)	$ 75,833
26. Amount of Program Income received in the preceding program year	$ 106,436
27. Entitlement grant Amount (from lien 2)	$ 540,434
28. Sum of line 26 and 27	$ 646,870
29. Percent funds obligated for Public Service Activities (line 25 divided by line 28)	11%

Part VI: Planning and Program Administration Cap Calculation	
30. Amount subject to planning and administrative cap (grant amount from line 2 plus line 5c)	$ 775,306
31. Amount expended for Planning & Administration (from line 9 above)	$ 139,354
32. Percent funds expended (line 31 divided by line 30)	17%

8A

Council Synopsis

September 22, 2015

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

Prepared by: Katie Quintero, Senior Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Directing staff to move forward with the issuance of the Downtown Parking Study RFP

2. DISCUSSION OF ISSUE:

The City of Turlock Mayor and City Council Policy Goals and Implementation Plan identified preparing a Request For Proposal (RFP) to hire a consultant to prepare a Downtown Parking Plan as a goal to be completed by September 2015. Staff has prepared the RFP and has brought it forward to the Council for review to ensure the objective and scope of work in the RFP meets the Council's expectations, prior to issuing the RFP. The RFP is attached to this synopsis for review.

The goal of the RFP is to provide interested consultants with enough information to prepare a comprehensive project proposal and budget that will meet the City's goals and objectives for the Plan, but that is flexible enough to give the consultants room for creativity so the solutions developed in the Plan are not limited.

The purpose of the RFP is to obtain consulting services to prepare a parking analysis for the Downtown Turlock area. The objective of the parking study is to ensure parking does not limit the success of current businesses and does not become a constraint on the continued growth and success of the downtown.

The consultant will be expected to assess the current parking supply and demand and make recommendations for any needed improvements to the current parking supply. Additionally, the consultant will use the growth projections of the General Plan to make assumptions about the future growth and development of the Downtown to determine future parking demands. The Plan will contain recommendations for future parking improvements and will detail the necessary phasing for the improvements. The study will delineate the level of growth that will necessitate the installation of a parking garage. Recommendations for options to fund the development and ongoing

maintenance and operation as well as generalized areas a parking garage should be located will also be included.

Three public meetings will be held to get input from the public on the Plan. The consultant will work with property and business owners in the Downtown area to understand any concerns they may have with the current parking situation. The consultant will also be tasked with creating and maintaining a project website that will contain regular project updates as an additional way to provide information to the public.

An advisory group will work with the consultant throughout the preparation of the Plan. The advisory group has not been formed, but staff plans to reach out to the Downtown Property Owner's Association, the Chamber of Commerce and the Planning Commission to ask for a representative to sit on the committee. This advisory group will review the RFPs and will be tasked with choosing the consultant to prepare the plan.

The preparation and release of this RFP is the first of many steps towards completing the Downtown Parking Plan. Staff anticipates bringing the contract back to Council for approval in January.

3. BASIS FOR RECOMMENDATION:

A. The Goals and Action Plan has identified completing the Downtown Parking Plan as a goal to be completed by the summer of 2016. The preparation and issuance of this RFP will start the process of preparing this plan.

Strategic Plan Initiative: #6 INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): Goal #11 Prepare a Downtown Parking Plan

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The Plan will be paid for with monies from the CFF and will not have an impact on the General Fund. A budget will be determined when the RFPs are returned with proposed budgets prepared by the consultants. Staff has researched other parking studies and has found they range in budget from approximately $25,000 to $100,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

A. The Council may decide to not move forward with the issuance of the RFP. Staff does not recommend this option as the issuance of the RFP is necessary to move forward with preparing and completing the Downtown Parking Study.

Development Services Department
Request for Proposal

Downtown Parking Plan

Submit Proposal to:

City of Turlock
Development Services Department
Attention: Katie Quintero, Senior Planner
156 South Broadway, Suite 120
Turlock, CA 95380

Request for Proposals Due Date

October 30, 2015
5:00 PM PST

Questions with regard to submissions, process or proposals can be directed to:
Katie Quintero, Senior Planner, Development Services Department
156 South Broadway, Suite 120
Turlock, CA 95380
(209) 668-5599 Ext. 2215
kquintero@turlock.ca.us

City of Turlock
Development Services Department

September 22, 2015

Subject: **Request for Proposal (RFP)** The purpose of this Request for Proposal is to obtain consulting services to prepare a parking analysis for the Downtown Turlock area. The plan shall include current and future parking demands and provide near-term and long-term options for parking supply solutions in order to help continue the successful growth of the Downtown.

Interested Parties

All interested parties are required to submit proposals in accordance with the conditions and dates outlined in the Request for Proposal (RFP).

BACKGROUND

The Downtown area is a roughly 160 acre area with a core commercial area of approximately 90 acres with residential, civic and heavy commercial uses at the periphery.

In 1992, the City Council adopted the Turlock Downtown Master Plan which identified improvements to be implemented in the Downtown Core area. In 2003, Downtown Design Guidelines and Standards were adopted to further the City's Vision for the Downtown by establishing land use and physical design details to guide future investment in the Downtown. As a result of the installation of these public improvements and increased private investment, the core of Turlock's downtown has become an attractive pedestrian-oriented retail and dining area.

Once resources are available the City plans to update the 2003 Downtown Design Guidelines and Standards to respond to current economic needs and trends. This update will evaluate potential locations for an intermodal hub, design standards and maximum densities with the possibility of allowing building heights up to 60 feet in certain zones.

The Downtown area is currently comprised of five different zoning designations. The Downtown Core and Downtown Core Transition areas have a mix of restaurant and retail uses and are currently the predominant area of parking concern, but the study will include all of the Downtown Districts so a comprehensive and cohesive parking analysis is prepared. The Transitional Commercial area contains office and commercial buildings that cater more to the auto-oriented consumer but have areas that could see future development. The office residential area is a mix of office and residential uses. On-site parking requirements have limited the ability of some of the residential properties in this area from converting to office uses. The Industrial Residential district is a mix of industrial and residential uses. The focus in the Industrial Residential district will be on the Industrial areas that contain offices and

industrial uses that have the desire to expand but are limited because of on-site parking requirements and limited open space. The study will look at a comprehensive approach to addressing current and future parking in all of the Downtown areas where parking is a constraint to ensure the continued success and investment in the Downtown.

The adopted General Plan document can be found on our website at: http://cityofturlock.org/citydepartments/developmentservices/planning/generalplan/

The Downtown Design Guidelines and Zoning Regulations can also be found on our website at: http://cityofturlock.org/pdflink.asp?pdf=documents/developmentservices/planning/guidelines/DowntownDesignGuidelines.pdf

PROJECT SUMMARY

The City of Turlock is seeking a consultant's services to inventory, assess and make recommendations for current parking needs based on existing uses as well as future parking needs based on projected growth and development in the Downtown area. It is through the preparation of this comprehensive plan that this project will meet its defined objective to ensure parking does not limit the success of current businesses and does not become a constraint on the continued growth and success of the Downtown.

The plan area boundary will coincide with the boundary of the Downtown Overlay District. A map of this area is attached.

The consultant will survey the existing parking conditions and determine the current parking demand. The peak demand for weekday and weekend parking shall be determined. Possible improvements to the current parking supply shall be recommended.

Public input will be gathered through public workshops and through a consultant maintained website. The consultant will work with an advisory group throughout the project made up of stakeholders and staff as well as hold focus group meetings or send out surveys to property and business owners in the area.

The consultant will use the General Plan growth projections with a 2032 planning horizon, to make assumptions about future growth and development in the Downtown area and will determine how the parking demand will change as this growth occurs. The Plan will contain recommendations on the parking improvements that should be made over time as projected development occurs as well, as generalized locations where these improvements could be made including options for financing these improvements.

The study will look at the feasibility of the development and continued operation and maintenance of a parking garage as well as the timing of when such an improvement would be needed based on the projected growth in the Downtown area. The approximate size and location of the parking structure or structures should also be included. A cost estimate for the construction and yearly operation of a parking structure as well as options for financing the construction, staffing, operation and maintenance of the facility shall be included.

SCOPE OF WORK

The successful Consultant will lead the City through the development of a detailed and cohesive parking study for Downtown Turlock consistent with established local, state, and

federal laws and guidelines. Under this agreement the selected Consultant shall provide all necessary labor, materials, and equipment to provide, but not be limited to, pertinent studies, designs, calculations, specifications, and drawings to complete this project. Under this agreement, the selected Consultant will provide, but not be limited, to the following scope of services:

- The consultant will conduct advisory group meetings to get the input of staff and community members as well as survey current business and property owners in the area to understand any concerns they may have with current parking conditions.
- Three public meetings will be held to gather public comments and to ensure the public has a clear understanding of the Plan. The Consultant will be responsible to provide all materials necessary for the meetings.
- The consultant will make a minimum of one presentation to the Planning Commission and a minimum of two presentations to the City Council. The consultant will be responsible to provide all materials necessary for the presentations.
- The consultant shall create and maintain a project website. Regular project updates will be posted to the website throughout the duration of the project. The content of the website should include a summary of the project, a description of the steps taken thus far, a list of key dates, copies of documents cleared for public access available for download, Consultant contact information and any other materials or resources beneficial to the public.

DELIVERABLES

- Written monthly project status updates, delivered either in-person, via mail, or via e-mail
- Invoices shall detail budget expenditure by task, the person who has completed the work and the percent complete by task.
- One electronic and 30 printed and bound copies of the draft parking plan in color, complete with all relevant attachments and exhibits.
- One electronic and 10 printed and bound copies of the final parking plan, in full color, complete with all relevant attachments and exhibits.

ASSUMPTIONS

With City Council approval, the successful Consultant shall be awarded a professional services agreement for the creation of a Downtown Parking Plan. The work is outlined within the project scope of work and shall be provided to the City in the form of five hard copies as well as an electronic copy in the form of .dwg for all drawings and .doc for all specifications, reports, and all documents including but not limited to: plans, analysis and specifications and any necessary technical data.

A City of Turlock Development Services staff member shall be the main point of contact to facilitate both the project analysis and design. In addition, the Consultant shall interact with other City of Turlock staff designated representatives throughout the process.

The Consultant shall perform the general and specific tasks as described in the Scope of Work section of this Request for Proposal (RFP). The City's Screening and Selection Committee shall evaluate proposals primarily on the basis of demonstrated professional architectural technical expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, ability to design within established budgets, overall professional qualifications, and fair and reasonable pricing.

INFORMATION REQUESTED

The City of Turlock Development Services is seeking a qualified consultant that demonstrates extensive knowledge and experience in dealing with municipalities in general, if possible. Each proposal must include, but not be limited to, the following information:

1. Background – Please provide background and history of the company, consultant and consulting staff's experience which specifically addresses the knowledge/ experience base desired for this project. Use of a resume attachment is acceptable.

2. Understanding the Scope of Work/Project – Provide a narrative of the consultant's understanding of the Scope of Work/Project to complete project.

3. Similar projects – Please provide a list of examples as well as describe work on similar types of projects. Direct design experience in parking analysis and the preparation of parking plans will be weighted the highest in the evaluation. Include contact names, addresses and phone numbers.

4. Schedule – Please provide a timeline/schedule of the project.

5. Fees – Provide a fee schedule with a fixed fee for the work contemplated on the project. Fees must also include all reimburseable expenses and an hourly rate for all additional work.

6. References – Please provide two or more references that can provide information on the quality of your services performing similar projects during the past two years.

PROPOSAL CONTENT

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFP. The proposal shall be limited to 30 pages and must include a minimum of two recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an appendix at the back of the proposal.

Should the Consultant have concerns about meeting any requirements of this RFP, the Consultant shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

Though the Consultant may submit a proposal organized according to his/her preference, it must be clear and concise. The Proposal must contain information covering the following topics:

Scope of Work

Provide an outline expressing the Consultant's understanding of the Project and summarizing the basic approach to creating the parking plan as outline in the scope of work.

Methodology

Descriptions which enable the City to assess the Consultant's capability to perform this project in a structured and efficient fashion.

Personnel

List the Principal-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Include a statement of qualifications and experience of each person. Include all anticipated sub-consultants, listing names, addresses, telephone numbers, key staff personnel, and the hours expected to be committed to the project and a project organizational chart of key personnel. Submit concise resumes of key individual(s) that would be assigned to the Project and other staff personnel available to support the Project. Indicate the role they will play on the Project Team. If they are subcontractors, list two (2) references for each. The contract will provide that any substitution of these key personnel is subject to written approval of the City; and if not approved, the contract may be terminated.

Project Management

Include time-lime showing project milestones and both sequential and concurrent tasks required to complete the Scope of Work presented.

Estimate of Consultant Fee

The proposal shall include a full description of all fees proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work.

The estimated consultant fee shall be a factor in the City's process of evaluating proposals and ranking the consulting firms unless it is deemed that the services proposed do not cover all the necessary areas described within the overall project.

And/ or, the fees presented are excessive in comparison to other submitting consultants. Selection of a Consultant, if one is selected, shall be on the basis of demonstrated competence and qualifications to render the services at fair prices.

CONTRACTUAL REQUIREMENTS

The City of Turlock sample professional services agreement is attached. Any amendments or exceptions shall be identified in the proposal.

SUBMISSION OF PROPOSAL

1. The consultant's proposal to this RFP consists of your response to the information requested, including estimated costs. Submit documentation and project pricing according to the RFP schedule in order for your proposal to receive consideration.

2. The consultant should provide the information requested within the RFP.

3. Hand deliver or mail to the City of Turlock, Development Service Department at the address listed on the front page of the RFP so that the proposal is received no later than 5 PM PST on October 30, 2015. Any proposals submitted after the due date will be returned unopened after the contract has been awarded.

4. Consultant agrees that offers remain firm for a period of 90 days from the due date for this proposal.

5. Consultants may attach relevant information and documentation not specifically requested.

6. All proposals submitted by the consultant shall be based on your best pricing. Consultants are encouraged to use used best practice standards but are encouraged to think creatively in terms of a range of solutions.

7. All proposals and any other materials submitted in response to this RFP will become the property of the Department, returned only at the Department's option.

8. Your proposal should be submitted with one original marked "MASTER" and five (5) copies.

Pre-Submittal Site Meeting (Optional)

A pre-submittal site meeting is scheduled for Thursday, October 8, 2015; 11:00 AM at the project site located at 156 South Broadway, Suite 150, Turlock, California 95380. Attendance is optional. All interested firms should plan to attend the meeting if able to review the existing project site conditions and further discuss the anticipated project with on-site City

of Turlock representatives. A follow up addendum (if applicable) to address all relevant questions shall be distributed to all attendees and RFP requestors through the City of Turlock Development Services Department.

Submittal Date

Proposals are due at this office no later than 5:00 PM, October 30, 2015. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected and returned.

Proposal Evaluation

In order to be considered, a minimum of one Master and five (5) hard copies of the proposal must be submitted.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. The Consultant's proposal should emphasize a clear understanding of the Project and the necessary resources to perform the intended services. Responsiveness to the RFP will be the principal basis for evaluation.

Proposal Selection

It is the City's intention to select a firm that has sufficient expertise to handle the variety of projects listed in the score of work, thereby minimizing the involvement of other firms.

The City of Turlock reserves the right, without qualification, to:

a. Reject all proposals.

b. Exercise discretion and apply its judgment with respect to any proposals submitted.

c. A Screening and Selection Committee ("Committee") composed of City staff will be assembled to review and evaluate the proposals submitted by the prospective Consultants.

d. The Committee will select proposals which qualify based on the following factors:
    i. Experience of the Consultant, staff and/or subcontractors selected to provide Architectural services.
    ii. Record of the Consultant in accomplishing the work within the required time, and within an established budget.
    iii. Record of the Consultant being responsive to the client's requests.

iv. Record of the Consultant to utilize "value engineering" practices within their previous projects in order to provide their clients with a cost effective use of available funds for their project.
v. Ability to work with City staff.
vi. Experience in public landscaping and signage planning
vii. Qualifications of the project team
viii. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.)
ix. Present workload and staff availability

e. The Committee may select (short list) a reasonable number of Consultants to be invited to appear to discuss their proposals. Said interviews will take place in a date and time to be determined.

f. The Committee will rank the Consultants and recommend the Consultant to be used for the Project. Fee negotiations will take place with the most qualified Consultant based on the proposed Scope of Work.

g. If a contract for Professional services cannot be negotiated within the budgeted amount for the Project, negotiations with the designated Consultant shall be terminated in writing and negotiations shall be started with the next most qualified Consultant.

h. A standard City contract for Professional services will be brought to the City Council for its approval. Department of Development Services staff representatives shall notify the selected Consultant of the final approval of the contract by the City Council.

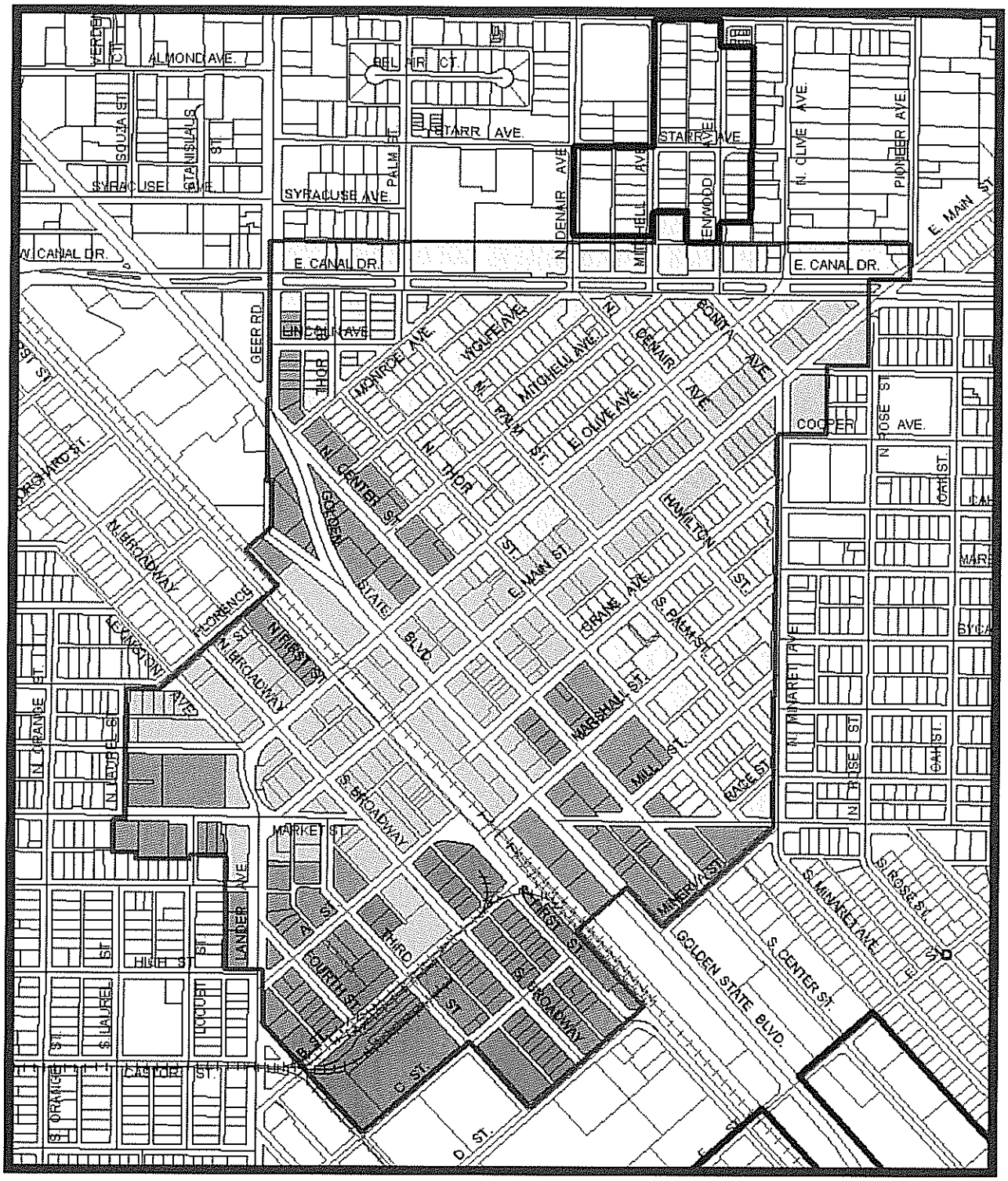
The Consultant shall submit a Master (unbound) and five (5) copies of the proposal in a sealed box or envelope clearly marked with the consultant's name and the description **"PROPOSAL FOR DOWNTOWN PARKING PLAN FOR THE CITY OF TURLOCK ".**

All proposals become the property of the City. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

RFP Schedule of Award

Optional Site Visit Meeting	October 7, 2015
Proposal Deadline	October 30, 2015 (5:00 PM)
Contract Approval Date	January, 2016
Final Report to City Council	Summer, 2016

Downtown Overlay Districts



Transitional Commercial (TC)

Industrial Residential (IR)

Downtown Core Transition (DCT)

Downtown Core (DC)

Office Residential (OR)

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and

_____
for

_____
CITY PROJECT NO. XX-XX

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 "CONSULTANT."

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, 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 _. 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 _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ 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 _____ and ___/100^{ths} Dollars ($_____). 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 _____ and end _____, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 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.

7. 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.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination

date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

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

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

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

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

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT

without the prior written consent of CITY.

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

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

for CONSULTANT: _____
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: _____
PLANNING DIVISION
156 SOUTH BROADWAY, SUITE 120
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 2215
FAX: (209) 668-5107

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Katie Quintero
Development Services
156 S. Broadway, Suite 120
Turlock, California 95380-5456
Telephone: (209) 668-5640
E-mail: kquintero@turlock.ca.us

35. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to CITY that _____ will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that _____ percent (____%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person. **<<OPTIONAL PARAGRAPH - delete if not used**

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: _____

_____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY: **<<OPTIONAL SIGNATURE LINE - delete if not used**

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

8B

Council Synopsis

September 22, 2015

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

Prepared by: Wayne York, Capital Project Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests

2. DISCUSSION OF ISSUE:

The purpose of a Traffic Calming Program is to improve the safety, livability, and quality of life within residential neighborhoods through the use of traffic calming tools. Examples of these tools are speed lumps, radar speed feedback signs, and median islands. When applied correctly a traffic calming tool can reduce vehicle speeds, vehicle volume, or both along a residential street.

This program educates citizens on traffic calming principles, establishes minimum criteria by which the City would consider or allow traffic calming measures, and identifies the process residents shall go through to request traffic calming measures. This process begins with the Turlock Police Traffic Safety Unit, may progress through the Engineering Division, with all appeals handled by the City Manager.

City staff receives speed related inquiries on a regular basis, but without a program or policy in effect to define where or how these devices could be installed, or what portion of the costs should be borne by the residents, it is difficult for Staff to provide residents with accurate information. A traffic calming program formalizes the expectations of the City Council and allows staff to implement them.

3. BASIS FOR RECOMMENDATION:

A. The Program would define expectations related to traffic calming and establish a standardized process by which residents can seek information or apply for traffic calming options;

B. All costs associated with improvements shall be paid by the applicant(s);

C. The Program increases cooperation between Engineering and Police personnel on traffic calming and traffic safety issues.

Strategic Plan Initiative: C. PUBLIC SAFETY
Goal(s): b(i)(b) Enhance Internal and External Communications and Teamwork

Strategic Plan Initiative: G. SOCIAL INFRASTRUCTURE
Goal(s): a. Maintain quality of life through
(iii) Other enforcement mechanisms

Strategic Plan Initiative: H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE
Goal(s): a. Community Infrastructure, Strive to:
v) Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All costs associated with conducting studies or installing improvements, to include design, construction, and inspections, shall be paid by the applicant(s). These fees may vary and will be calculated on a cost recovery basis.

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the creation of a traffic calming program. Staff does not recommend this approach as citizens regularly request information about speed bumps and other traffic calming options. Adopting a program allows for the establishment of guidelines and standards that Staff can use to educate and inform the public on their available options. In addition, without guidelines or regulations in place at the staff level the only forum available to residents who are seeking speed bumps would be at a city council meeting.

B. Modify the process as defined in Traffic Calming Program. Staff does not recommend this approach as the proposed program has been thoroughly evaluated and extensively updated over the course of several years in cooperation between engineering and public safety personnel to address specific needs.

C. Modify or eliminate fees or costs stated as the responsibility of the applicant. Depending on the level of adjustment this alteration could affect the number of applications received, and result in impacts to the General Fund.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A TRAFFIC CALMING PROGRAM FOR THE PURPOSE OF ESTABLISHING GUIDELINES AND POLICY FOR REVIEWING AND APPROVING TRAFFIC CALMING REQUESTS	**RESOLUTION NO. 2015-**

WHEREAS, the purpose of a traffic calming program is to improve the safety, livability, and quality of life within residential neighborhoods through the use of traffic calming tools; and

WHEREAS, when applied correctly a traffic calming tool, such as a speed lump or electronic radar feedback sign, can reduce vehicle speeds, vehicle volume, or both along a residential street, while at the same time maintaining sound traffic engineering and traffic safety principles; and

WHEREAS, in the absence of a program or relevant guidance the City Council is the only authority empowered to review and determine each situation on a case-by-case basis, which limits the ability of City staff to assist and educate residents at a staff level; and

WHEREAS, the community is best served with the implementation of a clear, consistent process that involves all applicable parties, to include the Turlock Police Department's Traffic Safety Unit and the Development Services Department's Engineering Division, which helps ensure each request is handled in a uniform manner; and

WHEREAS, the costs associated with conducting the necessary studies and on-site evaluations, billed by City staff at the regular direct (salary) and indirect (benefits and overhead) rates, shall be paid by the applicant(s) through a $400 deposit prior to the start of such studies, with excess funds returned to the applicant for charges less than $400 and with additional funds billed to the applicant for charges that exceed $400; and

WHEREAS, the applicant(s) shall be responsible to pay the full costs associated with improvements, to include design engineering, construction, inspection, security retention, and projected maintenance costs, prior to the start of the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 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

Traffic Calming Program

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Introduction

Definitions

"**Traffic Calming**" is a combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for residents, pedestrians, and bicyclists.

"**Traffic Calming Device**" is a specific tool used to calm traffic, such as speed hump, speed bump, or speed table, a posted sign or legend, or modification to the roadway encouraging drivers to slow down. These are just a few of the available traffic calming tools.

"**Traffic Calming Program**" identifies available traffic calming tools, specifies qualifying criteria, and establishes a systematic process for applying for, approving, and installing traffic calming solutions.

Purpose

The purpose of the Traffic Calming Program is to improve the safety, livability, and quality of life within residential neighborhoods through the use of traffic calming tools. This program shall:

1) Define a process for evaluating and reporting traffic-related concerns within residential neighborhoods

2) Identify problem characteristics and potential solutions,

3) Identify the costs of each solution as well as funding sources,

4) Specify the review and approval process for implementation,

5) Provide contact information for additional questions or concerns

Goals and Objectives

The City of Turlock continuously strives to promote overall safety and increase the quality of life for each resident. Vehicles traveling at excessive speeds, or commuter traffic inappropriately using residential streets as a shortcut to other collector and arterial streets, adversely affects public safety and the general qualify of life for residents.

This Program seeks to provide a combination of engineering, education, and enforcement tools to minimize these adverse effects and provide a singular process,

which can be used by both City staff and residents alike, to formally address these concerns.

Each neighborhood has unique needs and concerns that must be reviewed and considered to ensure that the appropriate solution is applied. In addition to neighborhood concerns the City must recognize the needs of other users, such as the City's emergency services, which can be negatively impacted by some traffic calming solutions when trying to respond quickly to an emergency call. Final solutions must balance the needs of emergency responders against the needs of the residential community to calm traffic.

The specific objectives are:

1) Reduce excessive vehicle speeds in residential neighborhoods

2) Reduce the volume of commuter traffic inappropriately using residential streets as a shortcut to other collector or arterial streets

3) Promote conditions that encourage walkable neighborhoods

4) Reduce potential for collisions

5) Encourage citizen and neighborhood involvement

Policy Statements

1) In many cases complaints related only to vehicle speeds can be adequately addressed solely with additional enforcement. As such, the permanent installation of a device will only be recommended when regular enforcement is deemed to be insufficient.

2) Requests will progress through a multi-step process, beginning with enforcement and education before advancing to larger, more aggressive and expensive solutions. This ensures that a cost-effective solution is applied and doesn't unnecessarily impact the local traffic.

3) **Minimum Qualifying Criteria:** Since the purpose of the Program is to address issues on local streets within residential neighborhoods, a list of minimum qualifying criteria has been developed to ensure that requests are limited only to those sections of street for which traffic calming devices are intended.

4) **Design of Traffic Calming Devices:**

   a) All devices will be designed and installed utilizing sound engineering practices.

b) Each device listed within this program has been pre-approved for use on city streets by the City Engineer. Requests for devices not listed in this Program will require a separate review and approval.

c) Devices shall comply with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

d) Minimum qualifying criteria will be established for each device.

e) Access for pedestrian and bicyclists shall be maintained.

f) Accommodation will be made for emergency vehicles.

5) **Neighborhood Support:** The installation of any device will require strong neighborhood support from residents living on, or adjacent to, the affected street segments. In addition, neighbors beyond this section of street will be notified prior to the approval of any application to provide them the opportunity express their support or concerns.

6) **On-Street Parking:** Depending on the specific location of installation, the removal of some on-street parking spaces may be required.

7) **Costs/Fees:** The applicant will be responsible for paying all costs to the City associated with the project. Typical project costs include: traffic studies, materials & labor, project design & inspection, estimated lifetime maintenance costs, refundable security deposit, and public noticing. These costs will be outlined in a letter from the City at the end of Step #2. The applicant may, at their sole discretion, collect a pro-rated portion of the costs from various neighbors if desired, but the City will not bill other neighbors on the applicant's behalf.

8) **Maintenance:** The City shall be responsible to maintain these devices upon successful installation for the life of the device(s).

9) **Appeals:** If the Engineering Division does not approve an application, then the applicant can, within (30) days, appeal that decision to the City Manager for review. The decision of the City Manager shall be final.

10) **Denials:** In the event that a request for installation is denied, either by the Engineering Division or upon appeal to the City Manager, a similar request at the same location will not be considered for (2) years from the original application date.

11) **Removal:** If after (12) months of installation at least 75% of property owners want the traffic calming device removed, then they must submit a petition to the Engineering Division for consideration.

Minimum Qualifying Criteria

Traffic calming works best when it is applied to specific types of streets in specific situations. Applying traffic calming devices inappropriately can result in adverse effects to the general traveling public, including an increase in driver frustration, reduced response times from emergency services, and increased wear and tear on vehicles. The following list of primary, qualifying criteria ensures that traffic calming solutions are limited only to streets addressing residential neighborhood concerns.

When the applicant submits an application they will specify a section of street for the addition of traffic calming devices. That section of street must:

1) Have a functional classification of local (residential) street,
2) Have an existing speed limit of 25 mph,
3) Be defined by the intersection of a cross-street on either end (except for a cul-de-sac which will only have a cross-street on one end),
4) Be at least 500' in length (not total length of street, just the section),
5) Have an Average Daily Traffic (ADT) of at least 800 vehicles.

In addition to the primary criteria, if the request is related to speeding, then at least 5% of the vehicles on an average day must travel faster than 30 m.p.h.

In addition to the primary criteria, if the request is related to increased volume, then at least 10% of the vehicles on an average day must be thru traffic, or 20% of vehicles within a 1-hour peak period, whichever is less.

Traffic Calming Request Process

Step No. 1: Complete a Traffic Calming Request Form

1) The applicant shall complete a *Traffic Calming Request Form* and submit it to the Turlock Police Department's Traffic Safety Unit. This submission shall serve to notify the Traffic Safety Unit of the on-site issues and allow for targeted enforcement prior to physical changes within the roadway.

2) A police officer will evaluate the request and based on availability of resources may provide one or more short-term solutions, such as:

   a) targeted enforcement,

   b) making contact with a specific, known offender,

   c) temporarily setting up a radar speed trailer, or

   d) sampling speed and volume data through a traffic data collector; or

   e) other enforcement strategy deemed appropriate for that situation.

   Please note that any information gathered through the course of these efforts is a public record and available to any member of the public upon filing a request.

3) If after a continuous, targeted enforcement period of at least 30 days the Traffic Safety Unit notes that the originally reported problems persist, they may sign the *Traffic Calming Request Form* acknowledging their efforts and forward the form, along with any and all relevant supporting data, to the Engineering Division.

4) In the event that enforcement efforts are deemed successful the Traffic Safety Unit may elect to not sign/certify that the originally reported problems persist. If so, they shall contact the applicant to advise them accordingly and the applicant would not be permitted to continue to the next step.

Step No. 2: Initiate Traffic Calming Study

1) The Engineering Division shall notify the applicant upon receiving a Traffic Calming Request Form from the Traffic Safety Unit, as well as confirm that the next step in the process would be the completion of a traffic calming study.

2) The applicant must submit a $400 deposit for City staff to conduct the necessary studies and on-site evaluations. Charges will be billed at the full direct and indirect rates for the staff conducting the studies. Charges exceeding this deposit will be billed to the applicant; charges less than the deposit will result in the difference returned back to the applicant.

3) Payment may be submitted by mail or in-person at City of Turlock, Engineering Division, 156 S. Broadway, Suite 150, Turlock, CA 95380.

4) Within (30) days of receipt of the application fee the Engineering Division shall:

   a) Review any speed and volume information supplied by the Traffic Safety Unit;

   b) Perform an on-site review of the area;

   c) Make recommendations for the installation of one or more devices;

5) Within (15) days of the completion of the steps outlined above the Engineering Division shall provide to the applicant, in writing, a report on the findings and recommendations for one or more traffic calming solutions, if warranted.

6) The applicant should carefully review the City's response, as well as share with interested neighbors, before making a decision as to how (and if) to proceed with the next step of the traffic calming process.

Step No. 3: Complete a Traffic Calming Installation Application

1) Complete and submit a no-cost *Traffic Calming Installation Application* to the Engineering Division. This submission must include:

   a) The application form itself, specifying the specific traffic calming option proposed for installation, and

   b) Approval signatures from at least 75% of adjacent property owners. Please note that signatures must be from property owners, not renters. Qualifying owners will own a property that fronts, or has a side yard on, the section of street for which a *Traffic Calming Installation Application* is submitted, and

   c) Agreement of property owners to pay for 100% of the project costs, which include design, materials, labor, inspection, security retention and projected future maintenance costs.

2) The form may be submitted by (1) email at engineering@turlock.ca.us, or (2) fax at 209-668-5563, or (3) by mail or in-person at City of Turlock, Engineering Division, 156 S. Broadway, Suite 150, Turlock, CA 95380.

3) The application will be briefly reviewed for completeness. Incomplete forms, such as those that haven't completed Step #2, don't meet the minimum requirements listed above, or are missing other key pieces of information, will be not be accepted.

4) Within (30) days of receipt of this form the Engineering Division will schedule a public hearing to solicit feedback from the neighborhood and community. The City shall follow standard public noticing procedures for notifying neighbors.

5) Within (10) business days following the public hearing the Engineering Division shall contact the applicant in writing to advise of approval or disapproval of the proposed project. If not approved, a reason will be provided. Applicants may appeal a denial within (30) days for consideration by the Turlock City Manager.

6) If approved, the applicant may proceed to the next step in the process.

Step No. 4: Construction/Installation of Traffic Calming Devices

1) The applicant will be directed to submit payment, in full, for the estimated project costs, as outlined in the project cost estimate previously provided to them. This will include the construction costs, projected future maintenance costs, and a refundable security deposit that is equal to 100% of the construction costs. This payment should be made payable to "City of Turlock" and be in the form of a cashier's check.

2) The applicant will be instructed to hire a contractor for completing the work. The City will not make recommendations for which contractor to use, but will require that the selected contractor obtain an encroachment permit from the Engineering Division prior the commencement of work within the public right-of-way.

3) Once the payment of fees has been completed and the appropriate permits have been obtained the contractor will schedule the work and notify the City Engineer of the duration.

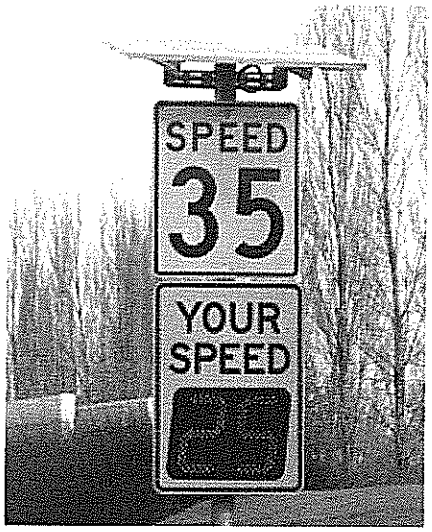
4) The project will be inspected by a public works construction inspector both during and after the course of construction. This is done to ensure compliance with all applicable federal, state, and City standards.

5) Once the improvements have been constructed and accepted by the City Engineer, through approval of the public works construction inspector, the applicant can retrieve their security deposit. The project is then complete.

Pre-approved Traffic Calming Devices

The devices listed in this section have been pre-approved for use on city streets. Any device not listed in this section must be reviewed and approved separately by the City Engineer prior to approval of a *Traffic Calming Installation Application*.

Radar Speed Feedback Signs



1) A speed feedback sign uses radar to identify an approaching driver's speed and then display it.
2) Advantages:
   a) Mounted to existing street light poles, when available,
   b) Does not slow down emergency vehicles,
   c) Less expensive to acquire and install than many other options,
   d) Zero noise generated from device.
3) Disadvantages:
   a) Requires a power source (either hardwired or solar panel)
   b) Only effective for one direction of travel
   c) Not self-enforcing
   d) Subject to vandalism
4) Costs:
   a) Low to medium installation costs
   b) High enforcement costs

Speed Lumps

1) Similar to 'speed humps' except they are divided into three sections with one foot of space in between each section. These gaps are specifically spaced to accommodate the wider axle widths of fire engines. All other vehicles with smaller axle widths have to go over the speed lumps with at least one side of the vehicle. Speed lumps are typically 12'–15' long and 3"- 4" inches in height.

2) Application:

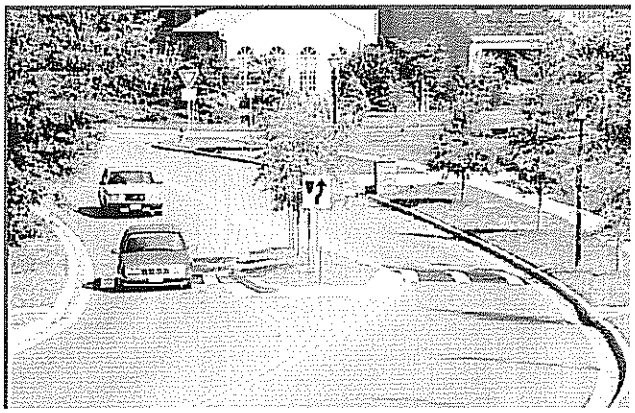
   a) Two-lane, residential streets with a travel width of less than 40',
   b) On streets with curb and gutter improvements in place,
   c) Shall not be installed within at least 150' of the beginning or end of a curve in the roadway,
   d) Shall be spaced 300' – 600' apart,
   e) Can be used in conjunction with other approved devices,
   f) Streets with a longitudinal grade of 5% or less.

3) Advantages:
   a) Effective in reducing speed,
   b) Does not require removal of on-street parking,
   c) Can reduce vehicular volume as well.

4) Disadvantages:
   a) Increased noise and air pollution near lumps,
   b) Will cause delay to emergency vehicles (except fire engines),
   c) Not aesthetically pleasing,
   d) May divert traffic to parallel streets,
   e) May cause discomfort to motorists & passengers.

5) Costs:
   a) Medium installation costs
   b) Medium enforcement costs

Median Islands



1) Raised island in the center of the roadway with one-way traffic on each side.

2) Application: Used on wide streets to narrow each direction of travel.

3) Advantages:

   a) Narrowed travel lanes provide "friction" and can slow vehicle speeds,

   b) Opportunity for landscaping and visual enhancement of the neighborhood,

   c) Better utilize what would otherwise be "unused pavement",

   d) Can be used to control and/or limit traffic access to adjacent properties if desired.

4) Disadvantages:

   a) Long medians may impact access by emergency traffic,

   b) May interrupt driveway access and result in U-turns,

   c) Will require the removal of parking if the resulting travel lane is less than 17' wide,

   d) May require circuitous access to driveways by residents,

   e) Creates a physical obstruction in the traveled way,

5) Special considerations:

   a) Landscaping shall meet the requirements of M.W.E.L.O.,

   b) Landscaping shall be designed so as not to affect the visibility of other motorists or pedestrians, especially at intersections and crossing areas,

   c) Minimum travel lane width of 11' shall be maintained,

   d) Median island should be divided into sections to accommodate cross streets and key crossing areas.

6) Costs:

   a) High costs for installation

   b) Low costs for maintenance and enforcement

Traffic Calming Request Form

This form is to be used to request the installation of one or more speed bumps or other traffic calming devices. Please complete this form in its entirety. Completed applications must be submitted to the Turlock Police Department's Traffic Safety Unit.

First Name: _____ Last Name: _____

Physical Address: _____

Mailing Address *(if different)*: _____

Phone Number: _____ Email *(optional)*: _____

I am currently experiencing the following traffic related issues on my street:

☐ Excessive speed ☐ Excessive Volume ☐ Other: _____

I would like traffic calming device(s) on: _____ *(street)*

between: _____ *(street)* and _____ *(street)*

Through my signature below I am requesting the City to conduct targeted enforcement, perform on-site reviews and studies as warranted, and make recommendations for potential traffic calming solutions along the section of street described above. I understand that any recommendations made will require the consent of a majority of the affected neighbors. I further understand that any potential traffic calming improvement will need to be privately funded (no City funds).

Signature: _____ **Date:** _____

On behalf of the Turlock Police Department's Traffic Safety Unit (TSU) I certify that the TSU has been made aware of the traffic concerns along the section of roadway indicated above, that the TSU has provide enforcement assistance based on available resources for a period of at least (30) days, and that these enforcement efforts have not been successful in resolving the excessive speed or excessive volume issues within the defined area. I am recommending a review and evaluation by the Engineering Division.

Signature: _____ Date: _____

Printed Name: _____

Traffic Calming Installation Application

Applicants who have previously submitted a *Traffic Calming Request Form* and received a traffic calming report from the Engineering Division may use this application to request the installation of one or more approved traffic calming devices. This application shall contain the contact information for the lead applicant, who will be responsible for coordinating information and payments between the City and the affected property owners in the neighborhood.

Lead Applicant Date: _____

First Name: _____ Last Name: _____

Full Physical Address: _____

Full Mailing Address *(if different)*: _____

Phone Number: _____ Email *(optional)*: _____

Project Information

Traffic calming device(s) will be installed on: _____ *(street)*

between: _____ *(street)* and _____ *(street)*

The neighborhood has requested the installation of the following traffic calming devices:

☐ Radar Speed Signs ☐ Speed Lumps ☐ Median Island

☐ Other *(approved by City Engineer)*: _____

The City Engineer has estimated the total cost of this project to be: $_____

Petition of Property Owners I have attached a petition to this application that contains the names, signatures, and addresses of all real property owners *(not renters)* that own property that fronts, or has a side yard on, the section of street for which these improvements shall be made. This petition shall also provide a statement indicating a description of the proposed improvements and their proposed location(s).

I, as lead applicant, request the installation of traffic calming devices as stated above. I understand that I am responsible for 100% of the full costs associated with the project, to include the collection of any pro-rated amounts agreed upon amongst neighbors, and further agree to make said payments, to include the required security deposit, promptly to the Engineering Division upon approval by the City.

Signature: _____ **Date:** _____