

City Council Agenda



FEBRUARY 9, 2016

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

Interim City Manager
Michael I. Cooke
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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

- A. Proclamation: Go Green Week, March 14-18, 2016
- B. Appointment: Stanislaus County Local Task Force on Solid Waste (2nd Alternate)
- C. Presentation: Stanislaus County Mental Health by Ritta Sudnikoff, Board Member
- D. Presentation: Carnegie Art Center Annual Report by Lisa McDermott, Director

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

- 1. Policy Goals and Implementation Plan (*Executive Staff*)
- 2. Capital Projects and Building Activity (*Pitcock*)
- 3. CDBG Community Grant Selection Committee (*Pitt*)

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. 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 1/7/16 in the amount of \$418,232.91; Demands of 1/14/16 in the amount of \$1,932,739.84
- B. Motion: Accepting Minutes of the Special Joint City Council and Planning Commission Meeting of January 26, 2016; Accepting Minutes of the Regular Meeting of January 26, 2016
- C.
 1. Motion: Approving Contract Change Order No. 1 (Final) in the decreased amount of \$29,348.54 (Fund 246) for City Project No. 14-67, "Slurry Seals 2015," bringing the contract total to \$530,658.46
 2. Motion: Accepting improvements for City Project No. 14-67, "Slurry Seals 2015," and authorizing the City Engineer to file a Notice of Completion
- D.
 1. Motion: Approving a Cooperative Funding Agreement with the Stanislaus Council of Governments (StanCOG) for the South County Corridor Feasibility Study
 2. Resolution: Appropriating \$22,000 to account number 217-50-511.43347 "South County Corridor Feasibility Study" to be funded from unappropriated reserves in Fund 217 "Streets Gas Tax-Section 2103" monies for Turlock's financial share of the South County Corridor Feasibility Study
- E. Resolution: Authorizing the closure of South Broadway, between A Street and West Main Street, for the swearing-in ceremony of the new Turlock City Manager, with the specific date and times of the closure to be identified by the Interim City Manager
- F. Resolution: Authorizing the closure of various street sections as further specified on Saturday, February 20, 2016, for the annual Kettle Dash events and authorizing the City Manager to apply appropriate conditions and restrictions
- G. Motion: Approving an amendment to the Professional Services Agreement between the City of Turlock and Todd Engineers, related to the services of conducting a detailed hydrogeologic characterization of a 115-square-mile portion of the Eastern Turlock Subbasin, to extend the term of the contract for an additional six (6) months
- H. Motion: Approving the City of Turlock's Police Department participation in a Multidisciplinary County Wide Child Abuse and Neglect Investigation protocol and authorizing the Police Chief to sign the agreement
- I. Motion: Approving an addendum with Tyler Technologies, Inc., as successor-in-interest, to New World Systems for software and related services
- J. Motion: Rejecting Claim for Damages filed by Silvestre R. Lopez

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- K. Resolution: Appropriating \$179,736 to various salary, benefits and equipment accounts per Exhibit "A" in 110-30-300 "Fire Services" from Fund 110 "General Fund" reserve balance for three (3) additional Firefighter positions as approved by Resolution No. 2015-268
- L. Motion: Approving an agreement, as well as future renewal agreements, between the City of Turlock and NorCal Services for the Deaf and Hard of Hearing to provide sign language interpretation services on an on call basis as needed by Turlock Police staff, in an amount not to exceed \$5,000

6. **FINAL READINGS:** None

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 supersede and replace Council Resolution No. 2015-134 and adopt updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. (*Pitcock/Van Guilder*)

Recommended Action:

Resolution: Superseding and replacing Council Resolution No. 2015-134 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

- B. Request to amend the Turlock Municipal Code Title 6, Chapter 3, Regarding Garbage, Rubbish and Organic Refuse. (*Reynolds*)

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Regarding Garbage, Rubbish and Organic Refuse

8. **SCHEDULED MATTERS**

- A. Request to approve water conservation targets and penalties for exceeding water conservation targets and authorizing staff to proceed with the ordinance amendment for future City Council approval. (*Reynolds*)

Recommended Action:

Motion: Approving water conservation targets and penalties for exceeding the water conservation targets and authorizing staff to proceed with the ordinance amendment for future City Council approval

- B. Request to approve an agreement for special services with The Sports Management Group for the purpose of developing a Sports & Recreation Facilities Prioritization and Feasibility Study in an amount not to exceed \$75,000. (*Schulze*)

Recommended Action:

Motion: Approving an agreement for special services with The Sports Management Group for the purpose of developing a Sports & Recreation Facilities Prioritization and Feasibility Study in an amount not to exceed \$75,000

- C. Request to accept a summary report of vehicle, bicycle and pedestrian collisions for calendar year 2015 and adopting a multi-pronged, collision reduction strategy for public safety. (*Pitcock*)

Recommended Action:

Motion: Accepting a summary report of vehicle, bicycle and pedestrian collisions for calendar year 2015 and adopting a multi-pronged, collision reduction strategy for public safety

- D. Request to adopt the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community. (*Mayor Soiseth*)

Recommended Action:

Resolution: Adopting the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community

9. MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

A. Continued from the January 12, 2016 City Council Meeting:

Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)

“For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally.”

Name of Case: County of Stanislaus v. City of Modesto, City of Turlock; Modesto Garbage Co., Inc.; and Does 1 through 100, inclusive

13. ADJOURNMENT

2A

**IN HONOR OF
GO GREEN WEEK
MARCH 14 –18, 2016**

WHEREAS, the Turlock City Council is committed to partnering with our schools to provide educational enrichment opportunities for Turlock's children; and

WHEREAS, Go Green Week provides an opportunity for students, educators, government, industry, environmental organizations, and residents to work together for a prosperous and sustainable Turlock; and

WHEREAS, Go Green Week will help produce the next generation of engaged citizens, committed to preserving natural resources and enhancing the quality of life in Turlock

WHEREAS, for the last 8 years, the City of Turlock and participating schools within the Turlock Unified School District have planted 168 trees, raised approximately \$7,000 for schools through recycling activities, and diverted 16,871 pounds of waste from the landfill through the Go Green Week program.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim March 14, 2016 through March 18, 2016, as "**GO GREEN WEEK**" in the City of Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

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 9th day of February, 2015.

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

2D

CARNEGIE ARTS CENTER

250 N. BROADWAY, TURLOCK, CA 95380
CARNEGIEARTSTURLOCK.ORG | (209) 632-5761

Annual Report 2015

Presented to the Turlock City Council

2/9/2016

CARNEGIE | ARTS CENTER

BOARD OF DIRECTORS

Jeani Ferrari, President & Chair, Major Gifts Committee

Bernadette Halbrook, Vice President

Trudia Pauley, Treasurer & Chair, Finance Committee

Priscilla Peters, Secretary & Chair, Programs Committee

Meghan Anderson, Membership Committee

Cliff Bailey, Chair, Facilities Committee

Julienne Flanders, Co-Chair, Membership Committee

Kristi Gemperle, Co-Chair, Special Events Committee

Ursula Navarro, Special Events Committee

Gary Toombs, Chair, Gift Shop Committee

Corie Young, Co-chair, Special Events Committee

ADMINISTRATION

Lisa McDermott, Director

Lauris Conrad, Office Manager & Bookkeeper

Part-time Staff

Carol Perry, Weekend Supervisor, Volunteer Coordinator & Clerical Assistant

Mallorie Fenrich, Weekend Supervisor, Education & Clerical Assistant

Megan Hennes, Weekend Supervisor, Curatorial Assistant

Nic Webber, Weekend Supervisor, Web Designer & Preparator

EXECUTIVE SUMMARY

The Carnegie Arts Center continues to expand its reach and fulfill its mission to provide a venue where the arts can thrive. Exhibitions and programs attract wide-ranging audiences, including regional artists, college students, art lovers from Sacramento to Fresno, and school children from Merced and Stanislaus Counties, and beyond. The Calendar of Events expanded to four issues in 2015 to cover the growing number of activities at the Carnegie.

As part of our ongoing outreach efforts staff made presentations about the Carnegie to the Stanislaus County Board of Supervisors, Turlock Sunrise Rotary, Turlock Exchange Club, Kiwanis of Greater Turlock, Modesto Rotary, Stanislaus County Office of Education, CSUS Gallery Management classes, and on the Charter cable program *California Edition*. The Carnegie's children's programs were featured twice on CBS-KMAX television's *Good Day Sacramento*. The Carnegie was also featured in web articles on Zócalo Public Square and Sunset Magazine's *Westphoria* blog.

We continue to work as a team, adding new staff and board members to maintain momentum. We mentored seven university interns in 2015, and continue to enjoy dedicated support from community volunteers.

A committee was created in the spring to begin planning for the 2016 Centennial year. This group has developed a wonderful slate of events to mark the 100th anniversary of the original Carnegie building. A complete list of the Centennial celebration events is included as an attachment to this report.

While finances show an anticipated shortfall in unrestricted revenue, income generated by rental events, sponsorships and grants continues to increase. Donations to restricted funds for scholarships, youth arts and school buses again topped \$20,000.

Our visitors and community members continue to remark to all of us that the Carnegie represents the very best of Turlock and serves as a model for other communities.

Lisa McDermott, Director

EXHIBITIONS

Major undertakings for the year included *Alphonse Mucha: The Golden Age of Art Nouveau*. As the first public presentation of this impressive collection of works by an acknowledged master, the Carnegie created labels, wall panels, and a timeline that will accompany the exhibition on its national tour. The show, which highlighted Mucha's career as a graphic designer for posters and magazines, allowed us to continue to make the Carnegie a great resource for school tours. We also presented exhibitions of works by regional artists and our first show of art created by children.

Ferrari Gallery

Joan Miró: Fantastic Universe
Closed January 2015

Valley Focus: Paintings by Chella & Photographs by Dan Kasser
January-March 2015

Central California Art Showcase
April-May 2015

Ready, Set, Show! Youth Art Exhibition
May-August 2015

Alphonse Mucha: The Golden Age of Art Nouveau, Selections from the Dhawan Collection
Opened September 2015

Hilmar Cheese Company Lobby Gallery

In Your Dreams Closed February 2015

Inspiring Women: Art & Poetry by the Members of the American League of Pen Women March – May 2015

The Photo Collective Annual Members' Exhibition June – August 2015

Yosemite Renaissance XXX August – September 2015

Organic Designs October 2015 – February 2016

Total Number of Exhibitions: 10

Exhibitions Visited by K-12 Students: 4

Number of Students Participating in *Discover Art* field trips: 2,722

Number of youth exhibiting in *Ready, Set Show!* exhibition: 95

PROGRAMS

Programs continued to highlight the important exhibitions and featured all art forms with a variety of events. Popular monthly series like Family Fridays and Sunday Arts Lectures continued. The Music Series, in collaboration with the Jazz Studies program at CSU Stanislaus, also continued during the academic year. Other collaborative or Carnegie-sponsored programs included the monthly Uke Jamz, the quarterly Poetry on Sundays series, a monthly Drum Circle, and the first production by the newly formed LightBox Theatre Company.

Family Fridays

- Kings, Queens, Jokers & Jacks (theatrical production by B Street Theatre, Sacramento)*
- Paint Your Hearts Out (valentine-themed crafts)*
- St. Patrick's Dance Party (Irish music and dance) *
- Muir & Audubon: Party Animals (animal art and science presented with Great Valley Museum, MJC)*
- Let's Go to the Art Show (opening night for youth art exhibition)*
- Photograms, Photo Greats (sun print photo technique)*
- Red, White & Blue Picnic (with Hilmar Community Band)*
- Summer Splash (Polynesian dancing; presented with South Pacific Dance Group of Merced)*
- Yosemite Rocks (geology-themed art and climbing wall)*
- Dance Traditions (Eastern European dances and food; presented with Village Dancers of the Valley)*
- The Write Stuff (calligraphy lesson)*
- Holiday Pajama Party (*Frozen* sing-along)*

Sunday Arts Lecture Series

Unusual Efforts: Clare Booth Luce and her Women : Laura Dickinson-Turner, Prospect Theatre Project

Singing for Freedom in South Africa: Tayo Joloasho, University of California, Merced

Valley Focus Artist's Gallery Talk: Chella Gonsalves & Dan Kasser

Arts in Education: Cheri Lloyd, Stanislaus County Office of Education

Central California Arts Showcase Gallery Talk

Collecting Alphonse Mucha: Raj Dhawan

*Indicates a program or event for children/teens

Mucha's Mileu: Paris and Art Nouveau: Catherine Anderson, CSU Stanislaus

The Art of Tattoo: Lisa McDermott, Carnegie Arts Center & Eric De Oliveira, Colossal Tattoo Studio

The Birth of Modern Dance: Tami Stark-McQueen, ONE Performing Arts Company

Literary & Theatrical Programs

Poetry on Sunday Series (presented quarterly with the Modesto-Stanislaus Poetry Center)

Turlock High School Improv Night*

Inspiring Women: Poetry Reading

Bunnacula (presented by LightBox theatre Company)*

Music & Dance Programs

Turlock Uke Jamz (presented monthly)

The Hildegard Festival of Women in the Arts (presented by CSU Stanislaus)

Unity Concert of Dance, Music & Poetry (presented with ONE Performing Arts)*

CSUS Jazz Alumni

Valley Jazz with Patrick Langham

Snap Jackson & the Knock on Wood Players

Creativity on Campus: CSUS Jazz Ensembles & Art Club

Ready, Set, Play! Turlock High School & Pitman High School Jazz Ensembles*

Joe Mazzaferro & Friends

Jamie Dubberly & The Orquesta Dharma

Blurred Lines: CSUS Jazz Ensembles

Hot Club Faux Gitane

Art Around Town

4 events (May, July, September, November)

Total Number of Programs: 54

Programs Specifically for Children/Teens: 16

Percentage of Programs for Children/Teens: 30%

*Indicates a program or event for children/teens

CLASSES

Increasing class enrollment continues to be a goal. Marketing efforts increased in paid advertising and free social media channels, though fewer classes were offered due to a shortage of teachers. However, overall enrollment increased in 2015. Donations to the Justin Ferrari Memorial Scholarship Fund, called "*Express Yourself*," allow us to offer 85% tuition reductions to qualifying students. 11 students applied for and received tuition assistance for 16 classes.

Offerings Included

Art Start: Ages 5-8*	Watercolor
Masterpieces: Ages 8-11*	Drawing Faces
Art Studio: Ages 10-13*	Exploring Dance & Movement
Art Explorers Art Camps*	Moving Teens Forward*
Art Appreciation & Art Through the Ages	Contemporary Youth Dance Performance *
Oil Painting	Irish Step Dance*

Total Number of Classes Offered: 52

Classes Offered for Children /Teens: 22

Percentage of Classes for Children/Teens: 43%

Total Enrollment: 205

Children/Teen Enrollments: 129

Percentage of Enrollments that are Children/Teens: 63%

MEMBERSHIP

The Carnegie Arts Center enjoys broad-based community support. We had 474 members contributing at all levels, from \$40 Senior Memberships to \$1,000 Circle Memberships. 62% of all members are in the Founding categories and have been continuing members since our re-opening in 2011.

Number of Members by Level:

Educator: 36

Senior: 40

Individual: 42

Dual: 68

Friend: 228

Benefactor: 40

Patron: 10

Carnegie Circle: 10

*Indicates a program or event for children/teens

CAPITAL CAMPAIGN

The Carnegie Arts Center Foundation continues to raise funds to secure the long-term operations of the organization. Two areas of the facility remain open for naming opportunities and additional contributions continue to be solicited for the Founders and Friends Walls. The Board's Treasurer and Finance Committee monitor the invested funds to be certain the goals of the fund are realized. In 2015 the Friends Wall was unveiled, listing the names of 62 donors to the Endowment at amounts between \$1,000-\$10,000.

Total commitments to the Endowment Fund ended the last fiscal year at over \$2M.

\$113,397 was received into the Endowment Fund during FY 2014-2015.

Currently \$1.48M is invested, realizing slightly over \$15,000 in operating revenue for FY 2014-15.

MARKETING

Working with the services of Ali Cox & Company, social media outreach and press coverage has increased.

1) Social Media Growth Chart Table

Platform	#of Likes/Followers on 1/1/2015	#of Likes/Followers as of 12/31/15	% Growth Increase	Engagement Increase
Facebook	1132	1788	+58%	+125%
Instagram	200	452	+126 %	+97%
Twitter	114	239	+110%	+80%

2) E- Newsletter Stats

2014 Open Rate	2015 Open Rate	% Growth Increase
27% Average	33% Average	+22% Growth

- a. 10% click rate for links in newsletter

3) Email List Growth

- a. Database organic growth

January 2015	December 2015	% Growth Increase
1716	2338	36%

4) Website Analytics (From 1/1/15 – 12/31/15)

- a. Website Page Views: 10,330
- b. New Visitors: 96.3%
- c. Blog Views: 3,614 (Most referrals came from Website and Facebook Posts)

5) Important Milestones:

- a. Mucha Featured in *Sunset* magazine on-line, *Contentment Health, Living* series magazine and *209* magazine
- b. Carnegie Centennial featured on front page Modesto Bee & Turlock Journal
- c. Featured on *Good Day Sacramento* segments twice

REVENUE & EXPENSE

Temporarily restricted revenue includes donations made to the School Bus Transportation Fund; these funds are expended as needed to cover reimbursements to schools for field trip transportation. Also temporarily restricted are the Memorial Scholarship Funds; these are transferred into the class revenues when a student is awarded funding for a class. New this year is a restricted fund for youth arts programs started by contributions in memory of longtime arts advocate Marian Ciriscioli.

A shortfall in revenue in FY 2014-15 was anticipated; annual sponsorship requests were moved from the fall to the spring, resulting in a number of contributions occurring in the next fiscal year. Sponsorships are now being linked to the September-August exhibition and program schedule instead of to a calendar year schedule.

Total Unrestricted Revenue FY 2014-15: \$279,675

Total Temporarily Restricted Revenue: \$31,805

Total Expense FY 2014-15: \$355,372

Disbursement from Endowment Fund: \$15,282

ACCOMPLISHMENTS

- Continued schedule of local exhibitions and exhibitions of national interest, drawing audience from throughout Northern & Central California
- Expanded offerings for young audiences with the addition of
 - LightBox Theatre Company
 - *Ready, Set, Show!* Youth Art Exhibition
- Partnered with numerous regional arts groups, including: CSU Stanislaus Jazz Studies, Dutcher Middle School Drama, Modesto-Stanislaus Poetry Center, National League of Pen Women, The Photo Collective, CSUS Art Space on Main, Central California Art Association & Mistlin Gallery, Artists Open Studios of Stanislaus County
- Initiated *Art Around Town*, downtown art walk events
- Unveiled Friends' Recognition Wall with 62 names

2015 STATISTICS

OPEN TO THE PUBLIC:

5 days each week (excluding only 4th of July, Thanksgiving, Christmas, and New Year's Day); 7-10 hours per day (Weds. through Sunday 10 a.m. – 5 p.m.; Fri. 10 a.m. – 8 p.m.)

EXHIBITION VISITORS:

10 exhibitions; total visitors in gallery: 4,672

SCHOOL TOUR PARTICIPANTS:

15 schools; 10 regional communities served; total students in grades K-12: 2,722

PROGRAM PARTICIPANTS:

53 programs offered; 3512 total program attendance

STUDENTS IN CLASSES:

52 classes offered; 205 total enrollments (almost 70% increase)

VOLUNTEERS:

101 volunteers; total volunteer hours recorded: 3,095

FACILITY RENTALS:

82 rentals (includes weekly rental by Home Community Church); 79% of rentals to non-profit, government, and school groups; est. total guests: 4,960

AFFILIATE GROUPS:

Village Folk Dancers: weekly
Sunshine Strummers Ukulele Group: weekly
Turlock Drum Circle: monthly
Turlock Uke Jamz: monthly
Modesto-Stanislaus Poetry Center: quarterly
LightBox Theatre Company: twice per year

TOTAL SERVED: 16,000+

The Carnegie's Centennial Celebration Events 2016

Sponsored by Turlock Fruit Company



Groundbreaking Celebration and Open House

Saturday, February 27th, 2016

In February of 1916, ground was broken on what would become the Carnegie Library. Celebrate the 100th anniversary of the Carnegie's beginnings with a ceremony and open house. Peruse the galleries while kids take a free art or dance class, and view the special selection of art from local schools on display. Free and open to all! ***Sponsored by the City of Turlock, Community Events and Activities Fund***

"In Their Footsteps" – Historical Downtown Walk

Thursday, May 12th, 2016

Take a walk back in time through historical downtown Turlock during this fun and free evening that is organized in conjunction with *Art Around Town*, the quarterly event that celebrates art and culture in the downtown district. Docents from Turlock's Historical Society will be available at places of interest throughout the downtown area to share their knowledge. Pieces from local artists will also be on display, with special food provided by local restaurants.

Kaleidoscope Flashback 1970's Cocktail Party

Saturday, July 30th, 2016

Come relive the "Kaleidoscope" days at a 1970's flashback cocktail party! Dance the night away to your favorite 70's tunes while you enjoy snacks and beverages inspired by the era. Bell bottoms and miniskirts encouraged, but not required. \$75 per person; tickets go on sale June 1.

Burying the Time Capsule

Friday, September 9th, 2016

Curious what will be sealed up in our Time Capsule and hidden away for future generations to find? This free event will include a brief presentation from our Time Capsule team as they bury it away. Afterward, stay for a picnic and special showing of the now classic movie *Back to the Future* in the Carnegie's Loft. ***Sponsored by the Credit Bureau Fund of Stanislaus County***

Gemperle Gallery Centennial Exhibitions

During 2016 the Gemperle Gallery will feature "pop-up" exhibitions inside the historic Carnegie Building in celebration of the 100th anniversary of its construction. Working with four local artists, the Gallery Committee has developed site-specific presentations that uniquely showcase the historic building through the works of contemporary artists. The selected artists represent faculty members from both CSU Stanislaus and Modesto Junior

College, and all are highlighting aspects of the architecture, the region's history, or the legacy of the library.

January 8-17: *Gordon Senior, Sculpture & Works on Paper*

April 8-17: *Jessica Gomula-Kruzic, Video*

August 12-21: *Dean De Cocker, Sculpture*

November 11-20: *Rob Stevenson, Printmaking*

Lobby Galleries Centennial Exhibition

Building Community: Regional Stories through Architecture, May 4 – July 31, 2016

Working with collections from the Turlock Historical Society and the CSU Stanislaus Library, this unique exhibition will feature architectural images from the region's past. More than a walk down memory lane, it will highlight change, growth and meaning in the public and private spaces a community develops.

Learn 100!

During the Centennial year, School Field Trip attendees will learn major milestones about the Carnegie's storied 100 years. Students will be led by docents throughout the old and new parts of the building and will be encouraged to learn how children their same age enjoyed the Carnegie during the early years. A hands-on art project will culminate the experience; as will viewing the special Gemperle Gallery Pop-Up exhibits when available.

A Century of Stories: Turlock's Carnegie Remembered

In celebration of the Carnegie's Centennial, the Foundation will publish a book of 100 special memories of the Carnegie. Whether experienced as the City's Library, the Kaleidoscope Teen Center, or the home of the Turlock City Arts Commission, the historic Carnegie was a special place for many residents. Now as a site for an exhibition, special event or school field trip, the new Carnegie is already creating wonderful memories for current and future generations of visitors. Captured in print, the *100 Stories* volume will be a wonderful commemoration of the unique history and character that is the Carnegie. *If these walls could talk...! Sponsored by Off Center Thrift & Gift*

Centennial Gala

September 17, 2016

The annual Carnegie Arts Center Gala will serve as the special preview for exhibition *The Fine Art of Children's Books: 100 Years of Illustration Art - Selections from the Art Kandy Collection*. This exhibition is being curated specifically for the Carnegie's Centennial – celebrating the beauty of art and books, the role of libraries and museums, and the impact they have on the lives of children. The Centennial Gala will feature cocktails and dinner, live music and dancing, raffle drawings, prizes and both live and silent auctions. Seating is limited and this lively and unique event sells out quickly each year. Make sure you mark your calendars now! Tickets will be available in June 2016.

CARNEGIE | ARTS CENTER

250 N. BROADWAY, TURLOCK, CA 95380 CARNEGIEARTSTURLOCK.ORG | (209) 632-5761

WHAT DOES THE CARNEGIE ARTS CENTER HAVE TO OFFER?

THE LOFT

The Loft is a modern 2,500 sf. multi-purpose space, featuring beautiful hardwood floors and flexible set up and media options. It is the perfect space for a dinner, reception, rehearsal, performance or concert. Rentals include use of 60" round tables, 6' and 8' banquet tables, and chairs. For your rehearsal or performance needs, theater-quality lighting and sound are available with the assistance of a trained technician. The room includes wireless microphones, projector and screen for media presentations. There is a curtained "back stage" area, mirrored walls for rehearsals, and access to two small changing rooms with private restroom facilities. Portable staging may also be available. (Please see list of rental fees for staff and additional equipment rates.) Maximum capacity in the Loft:

- Seated dining: 160 guests
- Standing reception: 350 guests
- Theater style: approximately 200 guests (depending on layout)



ANNEMARIE & ERNIE GEMPERLE GALLERY

The historic Gemperle Gallery is located in the upper level of the original Carnegie Library building. The 2,000 s.f. room features hardwood floors, traditional woodwork, elegant arched windows, and a classic ambience. Rentals include use of 60" round tables, 8' and 6' banquet tables, and chairs. A portable microphone, projector and screen are included in the room for media presentations if desired.



Maximum capacity in the Gemperle Gallery:

- Seated dining: 96
- Standing reception: 250
- Theater style: approximately 120 (depending on layout)

ALBERT & JOSEPHINE FERRARI GALLERY

The 3,000 s.f. Ferrari Gallery features a variety of changing art exhibitions throughout the year. As permitted, your guests will enjoy the exhibition on view during your event for a uniquely engaging experience. Docent-led tours of the exhibitions are available during your event upon request. Each rental that includes the Ferrari Gallery will be considered on a case-by-case basis depending upon the nature and sensitivity of the exhibition on view. Ferrari Gallery rentals that include refreshments may be restricted and additional staff or security may be required depending on the exhibition.

Capacity in the Ferrari Gallery:

- Seated dining: subject to exhibition layout and restrictions (estimated at 100-120)
- Standing reception: 250 guests



HILMAR CHEESE COMPANY LOBBY

The Lobby is a generous atrium space, with a glass wall fronting the Plaza. The Lobby may be rented separately or in conjunction with rental of the Ferrari Gallery, Gemperle Gallery or Loft. Overall, the Lobby space is 1,400 s.f.

Lobby capacity:

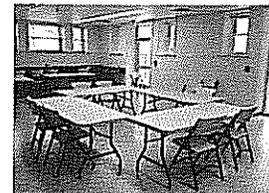
- Standing reception: 115 guests

GARTON FAMILY STUDIO/KEN & JENNIFER BETHEL STUDIO

Each of these classroom spaces is 900 s.f. The Studios can be rented singly or together for birthday parties, special art projects, or small group meetings. The Bethel Studio opens onto the Turlock Rotary Patio and your class or party can take advantage of this bonus space if weather permits. The Studios both have work sinks for clean-up, and they share a private restroom. Studios can be set up with tables and chairs for either adult or youth functions.

Maximum capacity in each Studio:

- Classroom set up: 30-40 guests (depending on layout)



PLAZA

The outdoor Plaza can be rented separately or in conjunction with other rental spaces for larger functions and to provide an outdoor area for seating or overflow. It has built-in bench/wall seating, young trees, and ground level lighting. The Plaza may be rented separately for special events or acoustic concerts. There is a small raised platform/stage area for performers. *Alcohol may not be served on the Plaza unless the area is fenced and renter complies with all ABC and Turlock Police requirements.*

Rental packages, including combinations of multiple spaces, are available.

RESERVE SPACE FOR A MEETING OR EVENT AT THE CARNEGIE ARTS CENTER

- Read this packet carefully to make sure the Carnegie Arts Center (CAC) will meet your rental needs. If you are unsure what space is suitable for your event, give us a call and we can help determine the right space for your event.
- Call to check space availability. Ask to place a tentative hold on the date(s) and time(s) of your proposed event. If a completed application is not received within two weeks, the hold will be lifted.
- To initiate a reservation, event organizers should submit a completed event application, including non-refundable \$50.00 application fee.
- Upon approval of your application, you will be required to enter into a Carnegie Arts Center Use Agreement and provide the CAC with a deposit of at least 50% of the estimated rental fee within 30 days of approval. Your reservation is not finalized until a completed Use Agreement and 50% fee deposit have been received. The remaining fees are due in full no later than 15 days prior to the event. Events not in compliance will be canceled by the CAC and the non-refundable application fee will be forfeited.
- Applications will be processed on a first-come, first-served basis. Reservations can be made up to one year in advance and no later than 30 days prior to an event. Reservation requests received less than 30 days in advance will be scheduled as possible. Recurring regular events may be scheduled in a block with a written and signed contract from the CAC.

RECOMMENDED EVENT PLANNING TIMELINE

WHAT TO DO	RECOMMENDED TARGET DATE
Reserve Room	Up to 1 year, but no later than 30 days prior to event
Submit Facility Reservation Application and \$50 application fee (to be credited toward rental upon approval)	At time of tentative reservation
Submit Facility Use Agreement	Within 30 days of application approval
Submit 50% payment of Rental Fees	When submitting Use Agreement, no later than 30 days after application approval
Complete event plan and service cost estimate	30 days before event
Submit full payment of reservation and fees estimate, including damage deposit.	15 days prior to event
Submit request for AV needs	15 days prior to event
Submit Insurance Certificate and ABC permit if applicable	15 days prior to event
Attend pre-event walkthrough	Upon arrival on event day
Hold post-event walkthrough	Immediately following event
Receive security deposit refund or invoice for any additional services	No later than 30 days after event
Submit any past due payments not covered by security deposit.	Within 30 days after receipt of invoice

HOW MUCH WILL IT COST TO HOLD AN EVENT AT THE CARNEGIE ARTS CENTER?

Facility Rentals	Weddings*	Standard Hourly Rate (10 am-5 pm)	After Hours Rate (before 10 am or after 5 pm)	Hourly Rate Non-Profit (10 am-5 pm)	After Hours Rate Non-Profit (before 10 am or after 5 pm)
LOFT	\$1,750.00	\$150.00	\$180.00	\$112.50	\$142.50
GEMPERLE GALLERY	\$1,500.00	\$125.00	\$155.00	\$93.75	\$123.75
FERRARI GALLERY	n/a	n/a	\$155.00	n/a	\$123.75
STUDIO	n/a	\$60.00	\$90.00	\$40.00	\$70.00
LOBBY	n/a	n/a	\$90.00	n/a	\$70.00
PLAZA	n/a	n/a	\$90.00	n/a	\$70.00
PACKAGES (Lobby use is not exclusive during regular hours, 10 a.m. - 5 p.m., but may be included in set up, used for check-in or greeting area)					
Loft + Lobby	\$2,300.00	\$200.00	\$230.00	\$150.00	\$180.00
Gemperle + Lobby	\$2,050.00	\$175.00	\$205.00	\$131.25	\$161.25
Ferrari + Lobby	\$2,050.00	n/a	\$205.00	n/a	\$153.75
Plaza + Lobby	\$1,600.00	n/a	\$160.00	n/a	\$120.00
Loft <u>or</u> Gemperle + Ferrari	\$2,500.00	n/a	\$250.00	n/a	\$187.50
Loft + Gemperle	\$2,800.00	\$250.00	\$280.00	\$187.50	\$217.50
Full Facility	\$3,500.00	n/a	\$350.00	n/a	\$262.50

ADDITIONAL COSTS

Damage Deposit	\$250.00	Required (refunded if facility left in satisfactory condition and event concludes on time)
	\$500 (100+ guests)	Required (refunded if facility left in satisfactory condition and event concludes on time)
Security	\$25/hour per guard	Required for events with 100 or more guests or events serving alcohol; number of guards based on attendance and type of event, determined by CAC staff.
Technical Staff	\$30/hour	Required for events using production lighting equipment in The Loft or as determined by CAC staff.
Custodial Staff	\$26.25/hour	Required for events serving food & beverages or more than 100 guests, or as determined by CAC staff.
*Wedding package includes:	3 one-hour meetings with Carnegie staff for planning sessions with bride and vendors (caterer, florist, photographer, coordinator, etc)	
	10 hours use of reserved space(s)	
	On-site storage (not set up) 1 day before and 1 day following the event.	
	Additional hours charged at \$250/hour.	

All rates shown include staff oversight during the event, basic set-up, and use of available furniture. Time for all unloading, set-up, and clean-up must be included in your reservation. All rentals are subject to other fees depending on requirements of the specific event (may include security, custodial or technician fees). The damage deposit will be refunded if the area is not damaged and left in as good as or better condition than existed prior to the event. Otherwise, the User will be charged the actual cost for cleaning, repair or both, which may exceed the amount of the damage deposit.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DEMANDS OF 1/7/16 IN THE AMOUNT OF }
\$418,232.91; DEMANDS OF 1/14/16 IN }
THE AMOUNT OF \$1,932,739.84 }
_____ }

RESOLUTION NO. 2016-

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:
1/7/16	\$418,232.91
1/14/16	\$1,932,739.84

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/7/2016

5A1

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
105222	01/07/2016	Open			Cash Account	AMERICAN MESSAGING	\$29.00		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$29.00	
105223	01/07/2016	Open			Cash Account	AMERICAN MESSAGING	\$10.88		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$10.88	
105224	01/07/2016	Open			Cash Account	AMERICAN REPROGRAPHICS CO LLC	\$274.44		
	Paying Fund								
	502 - Engineering				502.11000 (Cash)			\$274.44	
105225	01/07/2016	Open			Cash Account	AT & T	\$21.83		
	Paying Fund								
	112 - GF Reserve for Capital Purchases				112.11000 (Cash)			\$21.83	
105226	01/07/2016	Open			Cash Account	AT&T INFO SYSTEM	\$378.26		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$378.26	
105227	01/07/2016	Open			Cash Account	AT&T MOBILITY	\$722.33		
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$426.96	
	501 - Information Technology				501.11000 (Cash)			\$253.87	
	502 - Engineering				502.11000 (Cash)			\$41.50	
105228	01/07/2016	Open			Cash Account	CHAMPION INDUSTRIAL	\$7,670.00		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$3,588.50	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$3,330.50	
	425 - Transit - Dial-A-Ride				425.11000 (Cash)			\$135.00	
	501 - Information Technology				501.11000 (Cash)			\$504.00	
	505 - Fleet				505.11000 (Cash)			\$112.00	
105229	01/07/2016	Open			Cash Account	CHARTER COMMUNICATIONS	\$258.67		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$153.68	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$49.99	
	501 - Information Technology				501.11000 (Cash)			\$55.00	
105230	01/07/2016	Open			Cash Account	COMBINED BENEFITS ADMINISTRATORS	\$306,313.60		
	Paying Fund								
	511 - Health Care				511.11000 (Cash)			\$306,313.60	
105231	01/07/2016	Open			Cash Account	DF ENGINEERING INC	\$6,240.00		
	Paying Fund								
	305 - Capital Facility Fees				305.11000 (Cash)			\$6,240.00	

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/7/2016

105244	410 - WATER QUALITY CONTROL (WQC)	01/07/2016	Open	410.11000 (Cash)	Accounts Payable	PRIME SHINE INC	\$31.00	\$14.00
	Paying Fund			Cash Account			Amount	
105245	110 - General Fund	01/07/2016	Open	110.11000 (Cash)	Accounts Payable	PROTECH SECURITY/ELEC INC	\$14.00	\$480.00
	Paying Fund			Cash Account			Amount	
105246	110 - General Fund	01/07/2016	Open	110.11000 (Cash)	Accounts Payable	SHELL FLEET PLUS	\$619.40	\$619.40
	Paying Fund			Cash Account			Amount	
105247	110 - General Fund	01/07/2016	Open	110.11000 (Cash)	Accounts Payable	STANTEC CONSULTING INC	\$619.40	\$4,155.67
	Paying Fund			Cash Account			Amount	
105248	401 - Airport	01/07/2016	Open	401.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$4,155.67	\$439.13
	Paying Fund			Cash Account			Amount	
105249	104 - Payroll Clearing Fund	01/07/2016	Open	104.11000 (Cash)	Accounts Payable	T I D	\$439.13	\$32,768.81
	Paying Fund			Cash Account			Amount	
105250	110 - General Fund	01/07/2016	Open	110.11000 (Cash)	Accounts Payable	TRANSIT CAPITAL SUPPORT	\$13,105.65	\$11,368.83
	Paying Fund			Cash Account			Amount	
105251	205 - Sports Facilities	01/07/2016	Open	205.11000 (Cash)	Accounts Payable	TURLOCK JOURNAL	\$1,110.42	\$3,780.00
	Paying Fund			Cash Account			Amount	
105252	216 - Streets - Local Transportation	01/07/2016	Open	216.11000 (Cash)	Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$13,931.08	\$19,931.50
	Paying Fund			Cash Account			Amount	
105253	426 - Transit - Fixed Route	01/07/2016	Open	426.11000 (Cash)	Accounts Payable	UNION PACIFIC RAILROAD	\$437.92	\$2,592.86
	Paying Fund			Cash Account			Amount	
105254	505 - Fleet	01/07/2016	Open	505.11000 (Cash)	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$4,182.74	\$500.00
	Paying Fund			Cash Account			Amount	
105255	215 - Streets - Grant Funded Projects	01/07/2016	Open	215.11000 (Cash)	Accounts Payable	WALLACE KUHL & ASSOCIATES	\$2,592.86	\$865.00
	Paying Fund			Cash Account			Amount	
105256	413 - WQC-Capital Expansion Reserve	01/07/2016	Open	413.11000 (Cash)	Accounts Payable	WARDEN'S OFFICE INC	\$865.00	\$2,447.38
	Paying Fund			Cash Account			Amount	

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/7/2016

105257	241 - Asset Replacement	01/07/2016	Open	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	Amount
							JAHAN BAKHTIAR	\$689.00
							CALIFORNIA ASSOCIATION OF TACTICAL TRAINERS	\$689.00
105258							JAHAN BAKHTIAR	\$80.25
105259							NICHOLAS, ANNA	\$117.79
105260							PADILLA, ARTURO	\$225.00
105261							SILVEIRA, JAMES	\$256.00
							40 Transactions	\$418,232.91

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$418,232.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	40	\$418,232.91	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$418,232.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	40	\$418,232.91	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$418,232.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	40	\$418,232.91	\$0.00

Grand Totals:	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$418,232.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Type Check Totals:

AP - Accounts Payable Totals

Payment Register

From Payment Date: 1/1/2016 - To Payment Date: 1/7/2016

Stopped	0	\$0.00	\$0.00
Total	40	\$418,232.91	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$418,232.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	40	\$418,232.91	\$0.00

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

5A2

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105262	01/13/2016	Open			Utility Management Refund	BLAKE, MARTHA	\$132.84		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$132.84		
105263	01/13/2016	Open			Utility Management Refund	BOYER, ROBIN	\$29.78		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$29.78		
105264	01/13/2016	Open			Utility Management Refund	CHAMBERLAIN, JOSHUA	\$156.10		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$156.10		
105265	01/13/2016	Open			Utility Management Refund	CORONADO, ALYCIA	\$95.10		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$95.10		
105266	01/13/2016	Open			Utility Management Refund	DHILLON, JASPREET	\$243.85		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$243.85		
105267	01/13/2016	Open			Utility Management Refund	FARZAD, FARR	\$326.00		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$326.00		
105268	01/13/2016	Open			Utility Management Refund	GUTIERREZ, ROSALINDA	\$65.11		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$65.11		
105269	01/13/2016	Open			Utility Management Refund	HARRIS, GEORGE, W	\$147.33		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$147.33		
105270	01/13/2016	Open			Utility Management Refund	HARRIS, WILLIAM	\$100.87		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$100.87		
105271	01/13/2016	Open			Utility Management Refund	HERNANDEZ, JOEANGEL	\$59.16		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$59.16		
105272	01/13/2016	Open			Utility Management Refund	HERNANDEZ, MARIA C	\$79.56		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$79.56		
105273	01/13/2016	Open			Utility Management Refund	LAM, BO	\$202.09		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$202.09		

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

Paying Fund	Cash Account	Utility Management Refund	Amount
105274	420 - WATER	LOHMAN, JASON, STEPHEN	\$202.09
	420.11000 (Cash)		\$104.24
	Cash Account		
105275	420 - WATER	MANJARREZ, SULEIMA	\$104.24
	420.11000 (Cash)		\$97.14
	Cash Account		
105276	420 - WATER	MC ROY WILBUR	\$97.14
	420.11000 (Cash)		\$208.16
	Cash Account		
105277	420 - WATER	ORNELAS, ESTHER	\$208.16
	420.11000 (Cash)		\$31.97
	Cash Account		
105278	420 - WATER	PAN PAC RETAIL PROP	\$31.97
	420.11000 (Cash)		\$1,043.54
	Cash Account		
105279	420 - WATER	PRADO-MORA, RAFAEL	\$1,043.54
	420.11000 (Cash)		\$87.58
	Cash Account		
105280	420 - WATER	SNYDER, HEATHER, E	\$87.58
	420.11000 (Cash)		\$275.15
	Cash Account		
105281	420 - WATER	THOMPSON, DENNIS	\$275.15
	420.11000 (Cash)		\$76.73
	Cash Account		
105282	420 - WATER	TORRES, RICHARD	\$76.73
	420.11000 (Cash)		\$152.38
	Cash Account		
105283	420 - WATER	VARGAS, ERICA	\$152.38
	420.11000 (Cash)		\$190.94
	Cash Account		
105284	420 - WATER	A & A PORTABLES INC	\$190.94
	420.11000 (Cash)		\$2,559.15
	Cash Account		
105285	110 - General Fund		\$2,559.15
	205 - Sports Facilities		\$72.26
	205.11000 (Cash)		\$5,112.55
	Cash Account		
	104 - Payroll Clearing Fund		\$5,112.55
	104.11000 (Cash)		
	Cash Account		

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

\$723.12

CINCINNATI LIFE INS INC

105298

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$723.12

CITY OF TURLOCK - CASH

105299

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$223.77

CITY OF TURLOCK - CASH

105300

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$91.85

COMBINED BENEFITS ADMINISTRATORS

105301

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$45.74

COSTCO

105302

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$30.75

COUNTRY FORD TRUCKS INC

105303

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$6.44

DELTA WIRELESS & NETWORK

105304

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$44.99

DEPT RESOURCE RECYCLING & RECOVERY

105305

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$4.00

DF ENGINEERING INC

105306

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$303,386.26

DIVISION OF THE STATE ARCHITECT

105307

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$1,686.28

ENGINEERED FIRE SYST INC

105308

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$28.44

EQUIFAX

105309

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$135.46

FASTENAL COMPANY INC

105310

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$365.67

FASTENAL COMPANY INC

105311

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$28.44

DELTA WIRELESS & NETWORK

105312

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$31,965.00

DEPT RESOURCE RECYCLING & RECOVERY

105313

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$52.13

DF ENGINEERING INC

105314

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$431.00

DIVISION OF THE STATE ARCHITECT

105315

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$46.50

ENGINEERED FIRE SYST INC

105316

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$1,550.00

EQUIFAX

105317

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$133.91

FASTENAL COMPANY INC

105318

01/14/2016

Open

Cash Account

Accounts Payable

Amount

\$627.96

FASTENAL COMPANY INC

105319

01/14/2016

Open

Cash Account

Accounts Payable

Amount

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

105310	110 - General Fund 420 - WATER 01/14/2016 Open	110.11000 (Cash) 420.11000 (Cash)	\$497.86 \$130.10
	Accounts Payable	FERGUSON ENTERPRISES INC 1423	\$13,340.12
105311	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 01/14/2016 Open	Cash Account 410.11000 (Cash)	Amount \$13,340.12
	Paying Fund	Accounts Payable	GCR TIRES & SERVICE
105312	Paying Fund 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial-A-Ride 502 - Engineering 01/14/2016 Open	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 502.11000 (Cash)	\$460.66 \$153.81 \$501.21 \$730.70 \$584.64
	Paying Fund	Accounts Payable	GOMES & SONS INC, JOE M
105313	Paying Fund 110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial-A-Ride 426 - Transit - Fixed Route 502 - Engineering 01/14/2016 Open	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 255.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash) 502.11000 (Cash)	Amount \$12,802.47 \$186.32 \$1,892.96 \$1,369.84 \$49.99 \$301.14 \$1,861.63 \$1,062.92 \$955.55 \$1,469.53 \$104.66
	Paying Fund	Accounts Payable	GRAINGER INC, W W
105314	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 01/14/2016 Open	Cash Account 410.11000 (Cash)	Amount \$71.54
	Paying Fund	Accounts Payable	GROENIGER & COMPANY
105315	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 01/14/2016 Open	Cash Account 410.11000 (Cash)	Amount \$1,087.44
	Paying Fund	Accounts Payable	GUJINN III, MARVIN, OLIVER
105316	Paying Fund 110 - General Fund 01/14/2016 Open	Cash Account 110.11000 (Cash)	Amount \$961.89
	Paying Fund	Accounts Payable	HAWORTH INC
105317	Paying Fund 110 - General Fund 01/14/2016 Open	Cash Account 110.11000 (Cash)	Amount \$606.15
	Paying Fund	Accounts Payable	HD SUPPLY WATERWORKS LTD
105318	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 01/14/2016 Open	Cash Account 410.11000 (Cash)	Amount \$386.48
	Paying Fund	Accounts Payable	HOLT OF CALIFORNIA INC
105319	Paying Fund 301 - Capital Improvements 01/14/2016 Open	Cash Account 301.11000 (Cash)	Amount \$307.41
	Paying Fund	Accounts Payable	HUB INT'L OF CA INS SVC

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105320	110 - General Fund 01/14/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	INDEPENDENT ELECTRIC INC	\$940.74	\$6.07
105321	110 - General Fund 01/14/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	J A MOMANEY SERVICES INC	\$219.56	\$1,630.00
105322	216 - Streets - Local Transportation 01/14/2016 Paying Fund	Open	216.11000 (Cash)	Accounts Payable	L & L SIGNS	\$10.75	\$386.59
105323	110 - General Fund 01/14/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	LANGUAGE LINE SERVICES	\$31,270.00	\$3,633.72
105324	110 - General Fund 01/14/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	LEHIGH HANSON INC	\$3,806.28	
105325	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 01/14/2016 Paying Fund	Open	217.11000 (Cash) 410.11000 (Cash)	Accounts Payable	MAZE & ASSOCIATES	\$265.24 \$121.35	
105326	110 - General Fund 01/14/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MIRACLE RECREATION EQUIP	\$31,270.00	
105327	228 - Park Development Tax 01/14/2016 Paying Fund	Open	228.11000 (Cash)	Accounts Payable	MISSION LINEN SUPPLY INC	\$3,633.72	
105328	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet 01/14/2016 Paying Fund	Open	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 505.11000 (Cash)	Accounts Payable	MME	\$792.04 \$128.10 \$108.00 \$251.60 \$1,776.85 \$219.64 \$530.05	\$424.42
105329	217 - Streets - Gas Tax 01/14/2016 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$424.42	\$678.38
105330	110 - General Fund 204 - AB 939 Integrated Waste Mgmt 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 01/14/2016 Paying Fund	Open	110.11000 (Cash) 204.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash)	Accounts Payable	MODESTO MACHINE WORKS INC	\$526.76 \$9.64 \$83.72 \$13.33 \$44.93	\$718.20
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$718.20	

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105343	215 - Streets - Grant Funded Projects	215.11000 (Cash)	Accounts Payable	PLATT ELECTRIC SUPPLY	\$3,187.50
105344	110 - General Fund	110.11000 (Cash)	Accounts Payable	PRICE FORD OF TURLOCK INC	\$188,410.22
105345	506 - Vehicle/Equipment Replacement	506.11000 (Cash)	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$823.11
105346	420 - WATER	420.11000 (Cash)	Accounts Payable	R & B COMPANY	\$564.13
105347	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	R & S ERECTION INC	\$245.00
105348	110 - General Fund	110.11000 (Cash)	Accounts Payable	RANDIK PAPER CO	\$377.98
105349	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	RICHARDS WATSON & GERSHON	\$81.90
105350	621 - Successor Agency - Non LMI	621.11000 (Cash)	Accounts Payable	ROLAND PHD, JOCELYN E	\$2,425.00
105351	110 - General Fund	110.11000 (Cash)	Accounts Payable	ROLFE CONSTRUCTION	\$277,633.57
105352	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	Accounts Payable	SAFE-T-LITE CO INC	\$855.40
105353	266 - Police Services Grants	266.11000 (Cash)	Accounts Payable	SAFETY-KLEEN CORPORATION	\$148.80
105354	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	SAN JOAQUIN VALLEY	\$3,959.00
105355	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	SEARCH AND DESTROY FIRE TRAINING LLC	\$720.15
105356	116 - Special Public Safety	116.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	\$7,044.90
105357	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	SIMILE CONSTRUCTION	\$108,979.29

Payment Register

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SERVICES, INC

Paying Fund	Cash Account	Amount
105358	240.11000 (Cash)	\$108,979.29
	Accounts Payable	
	SOUTHERN CA RADAR LASER CERTIFICATION LABORATORY	\$329.16
105359	266.11000 (Cash)	\$329.16
	Accounts Payable	
	SOUTHWEST SCHOOL &	\$1,860.25
105360	270.11000 (Cash)	\$1,860.25
	Accounts Payable	
	SPRINT	\$1,550.12
105361	505.11000 (Cash)	\$28.54
	Accounts Payable	
	ST. FRANCIS ELECTRIC, INC.	\$1,590.00
105362	216.11000 (Cash)	\$1,590.00
	Accounts Payable	
	STANISLAUS CO SHERIFFS	\$3,678.00
105363	110.11000 (Cash)	\$2,413.98
	Accounts Payable	
	STATE OF CALIFORNIA	\$194,494.80
105364	426.11000 (Cash)	\$95.27
	Accounts Payable	
	T I D	\$3,791.73
105365	410.11000 (Cash)	\$1,160.54
	Accounts Payable	
	T3E CO INC	\$615.27
105366	410.11000 (Cash)	\$1,605.74
	Accounts Payable	
	TAYLOR BACKHOE SERVICE, INC.	\$410.18
105367	410.11000 (Cash)	\$17,730.66
	Accounts Payable	
	THORSENS INC	\$114.48

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Paying Fund	Cash Account	Amount
105368	110 - General Fund 01/14/2016 Open Accounts Payable TOWNSEND PUBLIC AFFAIRS INC	\$114.48
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$2,500.00
	420 - WATER 420.11000 (Cash)	\$2,500.00
105369	01/14/2016 Open Accounts Payable TURLOCK CITY TOW INC	\$106.00
	Paying Fund	Amount
	110 - General Fund 110.11000 (Cash)	\$27.00
	420 - WATER 420.11000 (Cash)	\$27.00
	426 - Transit - Fixed Route 426.11000 (Cash)	\$52.00
105370	01/14/2016 Open Accounts Payable TURLOCK DOWNTOWN &	\$2,319.06
	Paying Fund	Amount
	110 - General Fund 110.11000 (Cash)	\$2,319.06
105371	01/14/2016 Open Accounts Payable TURLOCK SCAVENGER CO INC	\$400,000.00
	Paying Fund	Amount
	110 - General Fund 110.11000 (Cash)	\$400,000.00
105372	01/14/2016 Open Accounts Payable UNIVAR USA INC	\$7,985.11
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$7,985.11
105373	01/14/2016 Open Accounts Payable UTILITY TELEPHONE, INC.	\$539.39
	Paying Fund	Amount
	501 - Information Technology 501.11000 (Cash)	\$539.39
105374	01/14/2016 Open Accounts Payable VERIZON WIRELESS	\$1,351.43
	Paying Fund	Amount
	110 - General Fund 110.11000 (Cash)	\$873.92
	255 - CDBG 255.11000 (Cash)	\$51.34
	502 - Engineering 502.11000 (Cash)	\$426.17
105375	01/14/2016 Open Accounts Payable VISION SERVICE PLAN CA	\$5,764.71
	Paying Fund	Amount
	511 - Health Care 511.11000 (Cash)	\$5,764.71
105376	01/14/2016 Open Accounts Payable WALKER ASSOC INC, LARRY	\$1,865.00
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$1,865.00
105377	01/14/2016 Open Accounts Payable WEST STEEL & PLASTIC	\$226.99
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$90.41
	420 - WATER 420.11000 (Cash)	\$136.58
105378	01/14/2016 Open Accounts Payable WGR SOUTHWEST, INC	\$125.00
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$125.00
105379	01/14/2016 Open Accounts Payable WONDRIES NATIONAL AUTO FLEET GROUP	\$134,647.95
	Paying Fund	Amount
	506 - Vehicle/Equipment Replacement 506.11000 (Cash)	\$134,647.95

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

	01/14/2016	Open	Cash Account	Accounts Payable	WOOD RODGERS INC	Amount
105380	Paying Fund		420 - WATER	Accounts Payable	ZALREICH CHEMICAL CO INC	\$20,375.00
105381	Paying Fund		410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	ALVAREZ MURILLO, DIOSCORO, R	\$35,657.28
105382	Paying Fund		410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	American River College	\$71.00
105383	Paying Fund		110 - General Fund	Accounts Payable	American River College	\$87.00
105384	Paying Fund		110 - General Fund	Accounts Payable	American River College	\$87.00
105385	Paying Fund		420 - WATER	Accounts Payable	ANDERSON-LIFTIN, INC	\$469.58
105386	Paying Fund		110 - General Fund	Accounts Payable	Argueta, Tony	\$220.00
105387	Paying Fund		110 - General Fund	Accounts Payable	Brewer, James	\$580.00
105388	Paying Fund		110 - General Fund	Accounts Payable	Campus Laundry	\$500.00
105389	Paying Fund		110 - General Fund	Accounts Payable	Cervenka, Neil	\$120.00
105390	Paying Fund		110 - General Fund	Accounts Payable	Cervenka, Neil	\$64.00
105391	Paying Fund		110 - General Fund	Accounts Payable	FONTES, LUCY	\$104.00
105392	Paying Fund		110 - General Fund	Accounts Payable	Hagar, Jennifer	\$220.00
105393	Paying Fund		110 - General Fund	Accounts Payable	HIS TREE SERVICE	\$550.00
105394	Paying Fund		110 - General Fund	Accounts Payable	HOUSLEY DEMOLITION CO, INC	\$778.50

Payment Register

From Payment Date: 1/8/2016 - To Payment Date: 1/14/2016

Open	145	\$1,932,739.84	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	145	\$1,932,739.84	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$1,932,739.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$1,932,739.84	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$1,932,739.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$1,932,739.84	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$1,932,739.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$1,932,739.84	\$0.00

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

Planning Commission – Commission Chair Fregosi called the Planning Commission meeting to order at 5:04 p.m.

- PRESENT: Commission Members Victor Pedroza, Jeanine Bean, Elvis Dias and Commission Chair Soraya Fregosi
ABSENT: Commission Members Eric Gonzalez and Nick Hackler

B. SALUTE TO THE FLAG

2. **WELCOME AND INTRODUCTIONS:**

Commission Chair Fregosi introduced Commission Members.

3. **PUBLIC PARTICIPATION – LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING:** None

4. **PLANNING COMMISSION CHAIR/STAFF UPDATES:**

Commission Chair Fregosi thanked the Mayor and Council for holding the joint meeting and for the creation of the Policy Goals and Implementation Plan, noting the Plan goes hand in hand with the goals of the Planning Commission.

PUBLIC EDUCATION ON PLANNING-RELATED ISSUES, SUCH AS THE ACTIVE TRANSPORTATION PLAN AND HIGH DENSITY RESIDENTIAL DEVELOPMENT

Deputy Development Services Director Debbie Whitmore presented information regarding public education on planning related issues, including the Active Transportation Plan, New Development Laws and Regulations, and High Density Development.

AFFORDABLE HOUSING AND ADEQUATELY ADDRESSING HOMELESSNESS

Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt provided information about Affordable Housing including Avena Bella, upcoming projects such as the Montana Self Help Project, Haven Women's Center and Triangle Project, and addressing/reducing homelessness through partnerships with by other agencies, including WeCare, Turlock Gospel Mission, and the United Samaritans Foundation.

ENFORCEMENT OF THE ZONING CODE AND SIGN ORDINANCE UPDATE

Fire Marshall Mark Gomez provided statistical information about Zoning Code enforcement efforts.

Council, Commission and staff discussion included clarifying certain portions of the zoning code and the importance of enforcement.

Deputy Development Services Director/Planning Manager Debbie Whitmore presented information about the sign ordinance update and established goals, including reducing permitting costs for signs, reducing the time it takes to issue a sign permit, providing adequate signage for all businesses while reducing sign clutter, recognizing Downtown Turlock is unique by maintaining current Downtown sign regulations, allowing for variations from the sign regulations under more specific circumstances, and maintaining equity and consistency in the amount and type of signage previously approved for existing businesses. Ms. Whitmore provided information regarding promotion/temporary signs, permanent signs, and introduced a "model" sign program.

Council, Commission and staff discussion included lack of affordable housing and related economic concerns, homelessness, tiny homes, education and enforcement of the sign ordinance, and down payment assistance programs.

5. **COMMISSIONER FORUM**

- A. Planning Commission Comments
- B. City Council Comments

Council and Commission Comments were handled concurrently.

Councilmember Nascimento spoke regarding sandwich board signs and noted his awareness some business owner's feelings that regulations concerning these signs have not been evenly enforced. Staff provided information about current regulations and enforcement efforts.

Commission Member Pedroza inquired as to Council's thoughts on sandwich board signs. Councilmember Nascimento spoke regarding scale being appropriate for the area in which signs are placed.

Commission Chair Fregosi spoke regarding education and outreach, the importance of enforcement and compliance, and the Chamber of Commerce being instrumental in reaching the business community.

Mayor Soiseth spoke in favor of code enforcement and of related coordination with the Chamber of Commerce.

Councilmember Bublak spoke regarding parity, ADA compatibility, and simplicity regarding the sign ordinance.

Councilmember DeHart spoke regarding being sensitive to advertising costs.

Commission Chair Fregosi spoke regarding balance in serving the entire community.

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Mayor Soiseth introduced City Attorney Phaedra Norton who provided information about a newly developed Pilot Diversion Program. City Attorney Norton provided information about the program, statistical information on persons entering the program, and noted the program goal of connecting individuals who may have a need for social services to appropriate services.

Mayor Soiseth spoke in favor of the program and invited City Attorney Norton to present information about the program at the March 1, 2016 City Council meeting.

Commission Member Pedroza spoke regarding the passion he has seen in City of Turlock staff and School Board members in serving the community. Mr. Pedroza encouraged open communication, staying connected, and encouraged the inclusion of other entities, such as the Chatom and Keyes School Districts, to join the current joint meetings held between the City of Turlock and the Turlock Unified School District.

Mayor Soiseth noted that relative to the earlier ATP discussion, StanCOG has adopted a formula for the anticipated Sales Tax Initiative which includes a bicycle/pedestrian category, and noted his desire to schedule another joint meeting.

6. **ADJOURNMENT**

Motion by Planning Commissioner Pedroza, seconded by Planning Commissioner Bean, to adjourn the Planning Commission Meeting at 6:00 p.m. Motion carried unanimously.

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn the City Council meeting at 6:00 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



- 1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Mayor Soiseth presented a Proclamation to Kenneth Wooster, Sr. Wastewater Treatment Plant Operator in honor of his retirement from the City of Turlock. Mr. Wooster thanked the City Council and City staff for their support.
- B. Mayor Soiseth recognized CSU Stanislaus student, Josephine Hazelton, first recipient of the Mayor's Public Policy Award and noted that future competitions for public policy proposals would be held in the spring and fall. Ms. Hazelton thanked Mayor Soiseth, City staff members Scott Medeiros and Wayne York, and Dr. Wellman from California State University Stanislaus for their encouragement and resources and noted that she looks forward to giving back to the community.
- C. Mayor's Public Policy Award recipient Josephine Hazelton presented, "Catching the Bus: Improving Public Transportation in Turlock." Ms. Hazelton spoke about her proposal for improving public transportation in Turlock, identified three key areas of improvement including affordability, convenience, and route adjustments, and shared about the benefits of public transit.
- D. Lori LaConte Spears, representing the National Kidney Foundation, presented information on an upcoming KEEP Healthy Clinic – National Kidney Foundation Free Health Screening. Ms. LaConte Spears noted the event will be held on Saturday, January 30, 2016 at the Turlock Junior High School and provided additional information about awareness, prevention, and treatment.
- E. Mayor Soiseth recommended that he and Administrative Services Director Kellie-Jacobs Hunter be appointed as the City's representatives to the Chamber of Commerce President/CEO Recruitment and Selection Committee.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, appointing Mayor Soiseth and Administrative Services Director Kellie Jacobs-Hunter as the City's representatives to the Chamber of Commerce President/CEO Recruitment and Selection Committee. 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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- F. Mayor Soiseth recommended that he be appointed as representative and Councilmember Bublak be appointed alternate representative as the City's representatives to the North Valley Regional Recycled Water Project Committee.

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, appointing Mayor Soiseth as representative and Councilmember Bublak as alternate representative as the City's representatives to the North Valley Regional Recycled Water Project Committee. Motion carried 5/0 by the following vote:

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

3. **A. SPECIAL BRIEFINGS:**

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**

No report.

B. STAFF UPDATES

- 1. Policy Goals and Implementation Plan updates were provided by:

Development Services Director Mike Pitcock provided an update on economic development, including developing a task force to assist with identifying additional programs for the Economic Development Administration (EDA) funds received and review of the Turlock Partnership Incentive program. Development Services Director Mike Pitcock noted that the task force would consist of 4-6 community members appointed by the City Council and serve for approximately six months.

Administrative Services Director Kellie Jacobs-Hunter made note of the timeline/chart developed to monitor implementation measures and provided a quarterly report on the recruitment process.

C. PUBLIC PARTICIPATION

Mayor Soiseth noted two green sheets dealing with noise disturbance.

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

5. **CONSENT CALENDAR:**

Mayor Soiseth requested Item 5N be removed from the Consent Calendar.



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

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

- A. **Resolution No. 2016-014** Accepting Demands of 12/17/15 in the amount of \$1,284,143.13; Demands of 12/31/15 in the amount of \$385,552.16
- B. Motion: Accepting Minutes of Regular Meeting of January 12, 2016
- C. Motion: Approving a Professional Services Agreement with Associated Engineering Group, of Modesto, California, for professional land surveying services, in an amount not to exceed \$13,200 (Fund 215), for City Project No. 13-65, "Traffic Signal at N. Olive and Wayside"
- D.
 - 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$916 (Fund 216) for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations" bringing the contract total to \$97,166
 - 2. Motion: Accepting improvements for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," and authorizing the City Engineer to file a Notice of Completion
 - 3. **Resolution No. 2016-015** Appropriating \$4,000 to account number 216-40-422.51221 "LTF Non-motorized Projects" to be funded via a transfer 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
- E. Motion: Approving a retainer agreement for Fiscal Years 2016/17 through 2019/20 in an amount not to exceed \$150,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California
- F. **Resolution No. 2016-016** Approving a Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with the Phase 4 Implementation Support for the North Valley Regional Recycled Water Project, in an amount not to exceed \$396,151, from funds budgeted in account number 410-51-530.43340 "North Valley Regional Recycled Water Project"
- G. Motion: Approving the service agreement with Bay Area Coating Contractors, Inc., for water storage tank inspection service for Municipal Services, for a period of twelve (12) months, in an amount not to exceed \$3,200
- H. Motion: Approving a Professional Services Agreement between the City of Turlock and Dan Cortinovis, P.E., to conduct a Process Optimization Study for the Water Quality Control Facility, in an amount not to exceed \$4,992 (Non-General Fund 410-51-530.43320 "Special Services / Projects")
- I. Motion: Approving the purchase of two (2) new Ford ¾ ton F250 4 x 2 regular cab pickup trucks and one (1) new Ford ¾ ton F250 4 x 2 crew cab pickup truck, from Downtown Ford Sales, through the State of California Contract No. 1-14-23-20A pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$92,229
- J. **Resolution No. 2016-017** Authorizing the filing of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Parks and Recreation for Land and Water Conservation Fund, for the Swanson Centennial Park Development Project



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- K. Motion: Approving the preventative maintenance agreement with Intelli-Tech for annual maintenance for the fire suppression systems for a period of twelve (12) months, in an amount not to exceed \$2,422
- L. 1. Motion: Approving the purchase of one (1) Avatar III Robot and accessories through City of Long Beach Bid No. ITB PD 14-096, from Robotex of Sunnyvale, California, for the Turlock Police Department, in an amount not to exceed \$27,106
2. **Resolution No. 2016-018** Appropriating \$100 to account number 266-20-255-341.51107_003 "JAG Expenses 2014-DJ-BX-0893" to be funded via a transfer from account number 110-20-210.44001_033 "Supplies CRT/SWAT" to complete the funding for the Avatar III Robot purchase
- M. Motion: Approving the purchase of one (1) replacement Animal Control vehicle from National Auto Fleet Group (Wondries) in Alhambra, California, through the National Joint Powers Alliance (NJPA) master vehicle contract #102811, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$45,056
- N. *Removed from Consent Calendar*
- O. **Resolution No. 2016-019** Approving modifications to the job description for the position of Fire Division Chief-Operations, effective January 26, 2016
- P. Motion: Approving a Professional Services Agreement with J. Richard Hogue, FSA, for the preparation of 2015-16 actuarial reports for the City's Other Post Employment Benefit (OPEB) Plans, in an amount not to exceed \$5,000
- Q. Motion: Rejecting Claim for Damages filed by Mr. Gevargiz Shansoff
- R. Motion: Rejecting Claim for Damages filed by Jackie K. Curry

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

8. **SCHEDULED MATTERS:**

Mayor Soiseth stepped down from the dais at 6:37 p.m.

- A. Development Services Director Mike Pitcock presented the staff report on the request to accept a report on the status of roadway conditions within the City of Turlock and establishing financial considerations for reaching a target, average Pavement Condition Index (PCI) of 80.

Vice Mayor Bublak asked for public comment. No one spoke. Vice Mayor Bublak closed public comment.

Council and staff discussion included existing road conditions, pavement life cycle, and various funding methods such as federal tax dollars, gas tax, and new and existing assessment districts.

Mayor Soiseth returned to the dais at 6:43 p.m.



Mayor Soiseth provided information about the West Main Corridor community workshop scheduled for January 29, 2016 at Turlock City Hall. Development Services Director Mike Pitcock noted that topics of discussion will include methods for enhancing safety and improvements for the West Main Corridor and the historic Sycamore trees.

Additional Council and staff discussion included the purpose and use of assessment district funds such as slurry seals, lighting, and landscape maintenance.

Mayor Soiseth reopened public comment.

Ann Strahm inquired about the slurry seal process. Development Services Director Pitcock responded to her request noting that some repairs are still necessary; however, slurry seals extend the life of the road.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember Jacob, Accepting a report on the status of roadway conditions within the City of Turlock and establishing financial considerations for reaching a target, average Pavement Condition Index (PCI) of 80. Motion carried 5/0 by the following vote:

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

- B. Development Services Director Mike Pitcock presented the staff report on the request to authorize the closure of various street sections within the City of Turlock on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizes the City Manager to apply appropriate conditions and restrictions.

Council and staff discussion included the scope of the street closure, applicant requirements, comments and feedback from the downtown business owners, and the outcome of the previous event held in August 2015. Mr. Pitcock also noted an error in the staff report regarding the City Manager's recommendations for approval, indicating the street closure did receive a recommendation for approval by the City Manager.

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

Action: **Resolution No. 2016-020** Authorizing the closure of various street sections within the City of Turlock on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizing the City Manager to apply appropriate conditions and restrictions 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



- C. Regulatory Affairs Manager Garner Reynolds presented the staff report on the request to approve the Memorandum of Understanding between the City of Turlock and Merced College to provide the college credit based Customer Service Academy program at the City of Turlock.

Terry Plett from Merced College spoke about the benefits of the program, the various types of classes that will be offered, and the goal of expanding partnerships with the community and business sector.

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

Council discussion included the positive benefits of interacting with others and establishing partnerships with educational institutes.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Approving the Memorandum of Understanding between the City of Turlock and Merced College to provide the college credit based Customer Service Academy program at the City of Turlock. Motion carried 5/0 by the following vote:

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

9. **MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS:** None

10. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

11. **COUNCIL COMMENTS:**

Councilmember DeHart commented on his attendance at a recent League of California Cities Policy Board meeting, noting that discussions held at that meeting reflected similar topics and issues discussed at the joint meeting of the City Council and the Planning Commission.

Mayor Soiseth commented on his recent attendance at the U.S. Conference of Mayors, including his presentation at the Water Council, related discussion among his fellow presenters at the Water Council to become a "Council of Action" in moving forward on various positions and initiatives, and noted his intention to bring this item back for future consideration.

Mayor Soiseth invited participation at an upcoming community workshop to discuss the West Main Corridor on Wednesday, January 27, 2016 and his State of the City Address on Friday, January 29, 2016.



DRAFT

Adjourn to Turlock Redevelopment Agency at 7:04 p.m.

Reconvene Turlock City Council Meeting at 7:12 p.m.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)

"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."

Consultation with: Police Chief Robert Jackson

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember Jacob, seconded by Councilmember DeHart, to adjourn at 7:13p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

DRAFT

Jennifer Land
Deputy City Clerk



Council Synopsis

February 9, 2016

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

Prepared by: Randall E. Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the decreased amount of \$29,348.54 (Fund 246) for City Project No. 14-67 "Slurry Seals 2015," bringing the contract total to \$530,658.46

Motion: Accepting improvements for City Project No. 14-67 "Slurry Seals 2015," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

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

Change Order History	Amount	City Council Meeting
Original Contract	\$560,007.00	June 18, 2015
Change Order No. 1 (Final)	(\$29,348.54)	February 9, 2016
Adjusted Contract Total	\$530,658.46	

Change Order No. 1 (Final) includes:

1. Adjustment of Quantities (-\$9,969.84)

The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state the City will adjust the quantities to reflect the actual quantities used. The amount of yellow thermoplastic pavement markings required were less than estimated which decreased the contract price. Actual slurry seal material installed was greater than estimated which led to an increase in the Contract price.

2. Additional Striping (\$2,891.70)

The contract work specified to install bike lanes on Crowell Road within the project boundary. A field modification was made to add striping to safely transition between the existing bike lane and the newly installed bike lane. In

addition to the additional striping, the Contractor was granted one additional working day to complete this extra work.

3. Additional Layout Corrections (\$4,969.60)

After the contractor starting laying out the striping for approval, some changes were made to the location of the stop bar and crosswalks. The striping layout resulted in stopping the vehicle too far from the intersection. This striping change allowed vehicles to stop closer to the intersection while maintaining the current distance requirements for crosswalks per ADA and the CA MUTCD. In addition to the additional layout labor, the Contractor was granted four additional working days to complete this extra work.

4. Liquidated Damages (-\$27,240.00)

Contract documents state that liquidated damages will be enforced for every day the Contractor exceeds the Contract working days. The project was not completed within the Contract working days. Therefore, liquidated damages were charged for 24 calendar days.

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

3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 246-60-600.43700, "Slurry Seals", and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$560,007 will be decreased in the amount of \$29,348.54, bringing the total contract to \$530,658.46.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action does not affect the determination made by Council on July 14, 2015. This project remains exempt from the provisions in accordance with Section 15301.

7. ALTERNATIVES:

- A. Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.
 - B. Not authorize the City Engineer to file a Notice of Completion. This option is not recommended by Staff because in order to properly close out a public works projects a Notice of Completion is required.
-



CONTRACT CHANGE ORDER

Date issued: 9-Feb-16 Change Order No.: 1 (FINAL)
 Project Name: Slurry Seals 2015

Sierra Nevada Construction, Inc.
 2055 East Greg Street
 Sparks, NV 89431

Project No.: 14-67
 Contract For: \$560,007.00
 Contract Award Date: July 14, 2015

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	-	-	-	\$550,037.16
Contractor's Bid Amount for Bid Items	-	-	-	\$560,007.00
Subtotal of Difference				(\$9,969.84)
1 Additional Striping	LS	1	\$2,891.70	\$2,891.70
2 Additional Layout Corrections	FA	1	\$4,969.60	\$4,969.60
3 Liquidated Damages	DAY	24	\$1,135.00	(\$27,240.00)
Total this CCO=				(\$29,348.54)
<i>The original contract sum =</i>				\$560,007.00
<i>Net change by previous change orders =</i>				\$0.00
<i>The project total will be decreased by the following amount =</i>				(\$29,348.54)
<i>The new contract sum including this change order will be =</i>				\$530,658.46
Five additional working days will be added to the Contract.				

Accepted: _____
Contractor

Date: _____

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

Date: _____

Approved: _____
Michael I. Cooke, Interim City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Slurry Seals 2015

Project No. 14-67

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>A</i>
1	Mobilization	LS	\$12,000.00	100%	\$12,000.00	100%	\$
2	Remove Existing Improvements	LS	\$64,000.00	100%	\$64,000.00	100%	\$
3	Traffic Control	LS	\$26,188.96	100%	\$26,188.96	100%	\$
4	Slurry Seal (Type II)	SY	\$1.28	253,983	\$325,098.24	247,826	\$3
5	Sign R1-1	EA	\$275.00	13	\$3,575.00	13	
6	Detail 10	LF	\$0.45	1,575	\$708.75	1,515	
7	Detail 13	LF	\$0.45	3,019	\$1,358.55	2,396	
8	Detail 23	LF	\$1.10	15,632	\$17,195.20	16,060	\$
9	Detail 26	LF	\$0.16	6,472	\$1,035.52	5,976	
10	Detail 27B	LF	\$0.54	2,086	\$1,126.44	1,820	
11	Detail 30	LF	\$1.10	386	\$424.60	399	
12	Detail 33	LF	\$0.90	776	\$698.40	2,680	
13	Detail 38	LF	\$1.25	1,808	\$2,260.00	1,439	
14	Detail 38A	LF	\$1.10	60	\$66.00	103	
15	Detail 39	LF	\$0.70	14,740	\$10,318.00	13,383	
16	Detail 39A	LF	\$0.70	2,317	\$1,621.90	2,160	
17	Thermoplastic Pavement Markings (Yellow)	SF	\$3.40	6,279	\$21,348.60	10,780	\$
18	Thermoplastic Pavement Markings (White)	SF	\$3.40	14,159	\$48,140.60	13,721	\$
19	Thermoplastic Striping (12" White)	LF	\$3.40	2,341	\$7,959.40	2,836	
20	Blue Fire Hydrant Marker (Type BB)	EA	\$17.00	89	\$1,513.00	216	
21	Roundabout Improvement	LS	\$3,400.00	100%	\$3,400.00	100%	
	SUB-TOTAL CONTRACT ITEMS =				\$550,037.16		\$56
C.O. #	CHANGE ORDERS						
	CCO #1						
1	Additional Striping	LS	\$2,891.70	100%	\$2,891.70	0	
2	Additional Layout	FA	\$4,969.60	100%	\$4,969.60	0	
3	Liquidated Damages	DAY	\$1,135.00	24	(\$27,240.00)	0	
	SUB-TOTAL CHANGE ORDER ITEMS =				(\$19,378.70)		
	TOTAL PROJECT =				\$530,658.46		\$56

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. 14-67
SLURRY SEALS 2015**

Notice is hereby given that work on the above-referenced project located within the City right-of-way at various locations, was completed by the undersigned agency on February 9, 2016. The contractor of work is Sierra Nevada Construction, Inc., P.O. Box 50760, Sparks, Nevada 89435-0760 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 February 10, 2016 at Turlock, California, Stanislaus County



Council Synopsis

February 9, 2016

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Cooperative Funding Agreement with the Stanislaus Council of Governments (StanCOG) for the South County Corridor Feasibility Study

Resolution: Appropriating \$22,000 to account number 217-50-511.43347 "South County Corridor Feasibility Study" to be funded from unappropriated reserves in Fund 217 – Streets Gas Tax-Section 2103 monies for Turlock's financial share of the South County Corridor Feasibility Study

2. DISCUSSION OF ISSUE:

On May 27, 2014, the City Council authorized the City Manager to provide Stancog, upon receipt of a written invoice, Turlock's financial share of the South County Corridor Feasibility Study in an amount of \$22,000. In addition, the City Council approved the appropriation of \$22,000 to 217-50-511.43347 from Fund 217 "Streets-Gas Tax-Section 2103" reserve balance for Turlock's financial share of the South County Corridor Feasibility Study. Since that approval, Stancog has not issued an invoice for payment.

Recently, Stancog sent out a Cooperative Funding Agreement to be executed by the city to, once again, request the City of Turlock provide the \$22,000 funding for the feasibility study. This request is a continuation of the original May 2014 action and is for no additional funding. Stancog has decided that a formal agreement should be in place prior to issuing an invoice for payment. As the City originally agreed to participate in the funding of the feasibility study and the study is nearing completion, staff recommends approval.

3. BASIS FOR RECOMMENDATION:

A) All budget amendments must be approved by the City Council

- B) The south county regional study will provide a roadmap to improve goods movement from Highway 99 to Interstate 5.

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: *Intelligent, Planned, Managed Growth*

General Principles:

- #1. *A well-planned community requires detailed short and long-range planning that implements its General Plan to support growth and development by responding to the community's needs, protecting property values, promoting economic development and conserving environmental resources.*

Action Item:

- #5. *In conjunction with StanCog, Stanislaus County and the cities of Patterson and Newman, prepare the South County Corridor Feasibility Study to identify the route and potential funding source for the east-west expressway from State Route 99 to Interstate 5 to facilitate truck traffic from the Turlock Regional Industrial Park.*

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City's South County Corridor Feasibility Study share will be \$22,000. During fiscal year 2013-14, Council approved appropriating \$22,000 to account 217-50-511.43347 "South Council Corridor Feasibility Study to account for the City's contribution. These funds were not included in the 2015-16 budget, so Staff is now requesting the re-appropriation of these monies.

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

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Council could choose to not approve the Cooperative Funding Agreement and financial participation in the South County Corridor Feasibility Study. Staff does not recommend this as the financial support was originally approved in May 2014 and Stancog has proceeded with the study in good faith.

COOPERATIVE FUNDING AGREEMENT
SOUTH COUNTY CORRIDOR FEASIBILITY STUDY

This Cooperative Funding Agreement for the South County Corridor Feasibility Study ("Agreement") is entered into this 12th day of January 2016 by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq. ("StanCOG"), Stanislaus County, a political subdivision of the State of California ("County"), the City of Newman, a municipal corporation ("Newman"), the City of Patterson, a municipal corporation ("Patterson"), and the City of Turlock, a municipal corporation ("Turlock"), jointly referred to herein as the "Parties" and singularly as a "Party."

Recitals

A. The Parties seek the preparation of a Feasibility Study for the transportation facility referred to as the South County Corridor ("Feasibility Study").

B. The Feasibility Study will determine the facility improvements needed within the southern portion of Stanislaus County that implement congestion management strategies to maintain an appropriate Level of Service. The intended benefit of the South County Corridor is reduced traffic congestion, improved operations, and increased vehicle capacity.

C. On November 20, 2013, the StanCOG Policy Board approved \$200,000 in appropriations for the Feasibility Study. Since that time, it has been determined that additional funds of \$150,000 will be required to prepare an adequate feasibility study.

D. On March 19, 2014, StanCOG issued a Request for Proposals for consulting services to prepare the Feasibility Study and through a competitive selection process has selected a consultant to perform the work ("Consultant").

E. The Parties desire to share the costs of the Consultant for its work on the Feasibility Study.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. **Responsibilities of the Parties.** StanCOG has selected the Consultant to prepare the Feasibility Study for an amount not to exceed \$350,000. StanCOG will administer the Consultant contract. In that role, StanCOG shall process payments for the services of the Consultant and coordinate with the parties on the Consultants' work effort, including but not limited to, providing the Parties with draft documents, reports, and memorandums prepared by the Consultant during the performance of the contract for the parties review, comment and input.

2. **Cost Sharing and Payment.**

2.1. The Parties agree to share the cost of the Consultant's services as follows: StanCOG will provide \$200,000, Stanislaus County will provide \$100,000, the City

OK for Agents


of Patterson will provide \$22,000, the City of Turlock will provide \$22,000, and the City of Newman will provide \$6,000.

2.2. Upon StanCOG's execution of an agreement with the Consultant for preparation of the Feasibility Study, each of the Parties will provide StanCOG with its full share of the contribution amount, as set forth in Paragraph 2.1.

2.3. The total obligations of the Parties under this Agreement will not exceed \$350,000 unless agreed to by all the Parties in writing.

2.4. Each Party will have the opportunity to review the scope of services and cost proposal provided by the Consultant.

2.5. StanCOG will submit to the Parties for review copies of all Consultant invoices for work performed under the Consulting Agreement.

3. Cooperation. The Parties agree to work cooperatively and in a timely fashion to implement the Consultant agreement. All decisions regarding changes in the scope of work to the Consultant agreement or estimated costs shall be made by the Parties and approved in writing.

4. Independent Capacity. In the performance of this Agreement, each Party, and its employees, shall act in an independent capacity and not as officers or employees of the other Party. It is understood and agreed that no Party, nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this Agreement.

5. Notice. Any notice or official communication required for which a party desires to give under this Agreement shall be in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, by facsimile or by private courier service to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demand so given shall be effective only upon receipt by the party to whom notice or demand is being given.

Stanislaus Council of Governments
Attention: Executive Director
1111 I Street, Suite 308
Modesto, CA 95354
Telephone: (209) 525-4600
Facsimile: (209) 558-7833

Stanislaus County
Attention: Chief Executive Officer
1010 10th Street
Modesto, California 95354
Telephone: (209) 525-6333
Facsimile: (209) 544--6226

City of Newman
Attention: City Manager
938 Fresno Street
Newman, California 95360
Telephone: (209) 862-3725
Facsimile: (209) 862-3199

City of Patterson
Attention: City Manager
1 Plaza P.O. Box 667
Patterson, CA 95363
Telephone: (209) 895-8010
Facsimile: (209) 895-8016

City of Turlock
Attention: City Manager
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454
Telephone: (209) 668-5540
Facsimile: (209) 668-5668

6. No Third Party Beneficiaries. This Agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. This agreement is not intended to affect the legal liability of the parties to this Agreement by imposing any standard of care for completing the work contemplated herein different from the standards imposed by law.

7. Compliance with Laws. Each Party to this Agreement shall be responsible for complying with all applicable federal, state, and local laws and regulations and for securing any required consent or permits. Upon written request, each Party shall provide written proof that such consent or permit was properly obtained.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Attorney's Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event that any party institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

10. Assignment. No party to this Agreement shall assign this Agreement or its rights and obligations hereunder without the written consent of all other parties to this Agreement.

11. Entire Agreement. This Agreement represents the entire agreement among the parties and supersedes all prior negotiations, representations or agreements, whether written or oral

on the subject matter herein. No changes, additions or deletions, alterations or modifications of the terms and conditions of this Agreement shall be made without the written consent of all parties to this Agreement.

12. Counterparts. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

13. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

14. Authority. By signing below, each party represents that they have the authority of their respective agency to execute and carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

STANISLAUS COUNCIL OF GOVERNMENTS

CITY OF TURLOCK, a municipal corporation

By: _____
Rosa De Leon Park, Executive Director

By: _____
Gary Soiseth, Mayor
or

APPROVED AS TO FORM

Michael I. Cooke, Interim City Manager

By: _____
Rod A. Attebery, General Counsel

Date: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$22,000 TO ACCOUNT NUMBER }
217-50-511.43347 "SOUTH COUNTY }
CORRIDOR FEASIBILITY STUDY" TO }
BE FUNDED FROM UNAPPROPRIATED }
RESERVES IN FUND 217 "STREETS GAS }
TAX SECTION 2103" MONIES FOR }
TURLOCK'S FINANCIAL SHARE OF THE }
SOUTH COUNTY CORRIDOR FEASIBILITY }
STUDY }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the County of Stanislaus, City of Newman, City of Patterson, City of Turlock and Stancog are cooperating in an effort to study the feasibility of a "South County Corridor" linking Highway 99 with Interstate 5; and

WHEREAS, the study will determine potential alignments and funding necessary to make the transportation system improvements; and

WHEREAS, it is estimated that the feasibility study will cost \$350,000 with each agency's funding participation as follows:

Stancog	\$200,000
County of Stanislaus	\$100,000
City of Patterson	\$22,000
City of Turlock	\$22,000
City of Newman	\$8,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby approve the appropriation of \$22,000 to account number 217-50-511.43347 "South County Corridor Feasibility Study" to be funded from unappropriated reserves in Fund 217 "Streets Gas Tax-Section 2103" monies for Turlock's financial share of the South County Corridor Feasibility Study.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 9, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of South Broadway, between A Street and West Main Street, for the swearing-in ceremony of the new Turlock City Manager, with the specific date and times of the closure to be identified by the Interim City Manager

2. DISCUSSION OF ISSUE:

Staff is recommending the City Council approve a street closure associated with the swearing-in ceremony for the incoming Turlock City Manager. This ceremony, which will take place on a date and time to be determined, is expected to have a large gathering of attendees and requires the temporary closure of South Broadway in front of Turlock City Hall for pedestrian safety. The traffic control for the event will be provided by City staff in accordance with an approved, temporary traffic control plan.

3. BASIS FOR RECOMMENDATION:

- A. The specified closure is necessary for traffic safety.
- B. Only the City Council is empowered to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct impact. The City owns the traffic control devices necessary to safely close the road and staff from the Recreation, Parks and Public Facilities Department will set up and remove the traffic control devices at the appropriate times as part of their regular duties.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Deny approval of the street closure. Staff does not recommend this alternative because the event is expected to attract a large gathering of attendees

.....

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CLOSURE OF SOUTH BROADWAY, }
BETWEEN A STREET AND WEST MAIN }
STREET, FOR THE SWEARING-IN }
CEREMONY OF THE NEW TURLOCK }
CITY MANAGER, WITH THE SPECIFIC }
DATE AND TIMES OF THE CLOSURE }
TO BE IDENTIFIED BY THE INTERIM CITY }
MANAGER }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock seeks to recognize the individual selected to serve as the next City Manager through a swearing-in ceremony; and

WHEREAS, City staff shall provide the signs and barricades necessary to close South Broadway, between A Street and West Main Street, as part of a temporary traffic control plan that has been reviewed, signed and stamped by the City Engineer; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the Interim City Manager shall be authorized to apply this closure authority at the appropriate date and time frame and shall communicate said date and time frame to City staff for road closure notification purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of South Broadway, between A Street and West Main Street, for the swearing-in ceremony of the new Turlock City Manager, with the specific date and times of the closure to be identified by the Interim City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 9, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of various street sections as further specified on Saturday, February 20, 2016, for the annual Kettle Dash events and authorizing the City Manager to apply appropriate conditions and restrictions

2. DISCUSSION OF ISSUE:

On January 7, 2016, Nick Hackler (Applicant), on behalf of the Salvation Army, submitted a parade permit to the Turlock Police Department for the annual Kettle Dash race events on Saturday, February 20, 2016. These events include 5k and 10k races, as well as a dog walk event. The routes for the 5k and 10k events are attached (Exhibit A).

The applicant has requested temporary street closures in the Downtown Turlock area on Broadway, between West Olive Avenue and Market Street, as well as West Main Street, between South First Street and Market Street, which will serve as the start and end points for the race events. These closures will be in effect between 6:00 a.m. and 12:00 p.m.

Staff has recommended an additional temporary closure along West Canal Drive, between North Tully Road and South Soderquist Road, between 9:00 a.m. and 11:00 a.m. for runner safety. Staff determined this closure would have a minimal impact on general traffic for this particular day, time and closure duration.

The applicant shall be required to follow an approved temporary traffic control plan provided by the City to address traffic safety and provide insurance acceptable to the City. The applicant has notified the Turlock Downtown Property Owners Association of the event and has received their concurrence.

3. BASIS FOR RECOMMENDATION:

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

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to a privately organized, community event.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct impact. All costs associated with this event shall be borne by the applicant. Any City related charges shall be paid by the applicant through consolidated billing by the City after the event. The applicant will be required to pay the actual costs.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject approval for closure of the specified streets.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CLOSURE OF VARIOUS STREET }
SECTIONS AS FURTHER SPECIFIED }
ON SATURDAY, FEBRUARY 20, 2016, }
FOR THE ANNUAL KETTLE DASH EVENTS }
AND AUTHORIZING THE CITY MANAGER }
TO APPLY APPROPRIATE CONDITIONS }
AND RESTRICTIONS }
_____ }

RESOLUTION NO. 2016-

WHEREAS, on January 7, 2016, Nick Hackler (Applicant), on behalf of the Salvation Army, submitted a parade permit to the Turlock Police Department for the annual Kettle Dash race events (5k, 10k, and pet walk events) on Saturday, February 20, 2016; and

WHEREAS, the applicant has requested temporary street closures in the Downtown Turlock area on Broadway, between West Olive Avenue and Market Street, as well as West Main Street, between South First Street and Market Street, which will serve as the start and end points for the race events, with these closures in effect between 6:00 a.m. and 12:00 p.m.; and

WHEREAS, staff has recommended an additional temporary closure along West Canal Drive, between North Tully Road and South Soderquist Road, between 9:00 a.m. and 11:00 a.m. for runner safety, as it was determined this closure would have a minimal impact on general traffic for this particular day, time and duration; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the streets specified for closure shall be closed to all traffic, including emergency vehicles, unless an emergency has occurred within the closure area itself, in which case emergency vehicles will be permitted and provided access by event staff; and

WHEREAS, as a condition of approval, the applicant agrees to comply with a Temporary Traffic Control Plan (TTCP) approved by the City Engineer that specifies the type and location of all traffic control devices necessary for a safe and orderly closure of the event area, to include the provision of such devices at their own expense; and

WHEREAS, as a condition of approval, the applicant agrees to provide proof of general liability insurance coverage acceptable to the City, which shall include a CGL policy of no less than \$1 million per occurrence, an Endorsement naming the City of Turlock as

an additional insured, and a Primary Non-Contributory Endorsement; and

WHEREAS, as a condition of approval, the applicant agrees to follow all other related conditions and restrictions established by City permits, the City Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of various street sections as further specified on Saturday, February 20, 2016, for the annual Kettle Dash events and authorize the City Manager to apply appropriate conditions and restrictions; and

BE IT FURTHER RESOLVED, the following street sections, excluding the intersections on either end of each street section, shall be authorized for closure on Saturday, February 20, 2016, from 6:00 a.m. to 12:00 p.m.:

1. West Main Street, between South First Street and Market Street; and
2. Broadway, between West Olive Avenue and Market Street; and

BE IT FURTHER RESOLVED, the following street sections, excluding the intersections on either end of each street section, shall be authorized for closure on Saturday, February 20, 2016, from 9:00 a.m. to 11:00 a.m.:

1. West Canal Drive, between North Tully Road and North Soderquist Road

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

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February 9, 2016

From: Garner Reynolds, Interim Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an amendment to the Professional Services Agreement between the City of Turlock and Todd Engineers, related to the services of conducting a detailed hydrogeologic characterization of a 115-square-mile portion of the Eastern Turlock Subbasin, to extend the term of the contract for an additional six (6) months

2. DISCUSSION OF ISSUE:

On July 15, 2013 the Department of Water Resources (DWR) awarded the City of Turlock the California Local Groundwater Assistance (LGA) Grant. This grant was to fund the hydrogeologic assessment of the Eastern Turlock Subbasin on behalf of the Turlock Groundwater Basin Association (TGBA). The City of Turlock has acted as the applicant on this TGBA project.

Todd Engineers was awarded the contract on September 24, 2013. It was initially anticipated the project would be completed by December 31, 2015. An integral part of the study was utilizing hydrogeologic models developed by other agencies, such as the MODFLOW model by the U.S. Geological Survey to conduct an assessment of the basin conditions under various scenarios. However, the MODFLOW model was delayed and once completed it was found to not fit the needs of the TGBA's hydrogeologic study. Todd Engineers opted to use Turlock Irrigation District's hydrogeologic model developed by Timothy J. Durbin and Associates, which better fit the needs of the project. As a result, the project was delayed for three (3) months. The agreement with Todd Engineers expired on December 31, 2015, and therefore needs to be extended three (3) months in order to complete the project.

DWR requires the project to be completed and all paperwork submitted by March 31, 2016. The project as a whole is essentially completed, all studies and technical memorandums have been completed. The contract extension is needed in order to finalize all invoices and compile the multiple technical memorandums into a final project report.

3. BASIS FOR RECOMMENDATION:

- A. An extension of the original contract is requested in order to finalize the invoicing and compile the multiple technical memorandums that were developed throughout this study into a final project report.
- B. Extension of the term for the contract is necessary in order to complete the project.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

- #5. Actively manage all contracts for services:
 - a. Enforce clearly stated and agreed upon standards.
 - b. Ensure accountability and measure progress.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not to approve the contract amendment with Todd Engineers. This alternative is not recommended. Based on the grant deadlines, the project and invoicing must be completed by March 31, 2016. The existing professional services agreement expired December 31, 2015.



AMENDMENT NO. 1
to
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TODD ENGINEERS
to
Conduct a Detailed Hydrogeologic Characterization of a
115-Square-Mile Portion of the Eastern Turlock Subbasin
CITY PROJECT NO. 13-067

THIS AMENDMENT, dated February 9, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation hereinafter "CITY" and **Todd Engineers**, a Consulting Firm, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties hereto previously entered into an agreement dated September 24, 2013, whereby CONSULTANT conducted a detailed hydrogeologic characterization of a 115-square-mile portion of the Eastern Turlock Subbasin, hereinafter referred to as the "Agreement".

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

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

TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning February 9, 2016 and ending June 30, 2016, subject to CITY's availability of funds.

2. All other terms and conditions of the Agreement shall remain in full force and effect.
3. The CITY's contract administrator and contact person for the Agreement is:

Garner Reynolds
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
(209) 668-5599 x4407
greynolds@turlock.ca.us

OK for Agenda

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

CITY OF TURLOCK, a municipal corporation

Todd Engineers

By: _____
Gary Soiseth, Mayor

By: _____

or

Print Name: _____

By: _____
Michael I. Cooke, Interim City Manager

Title: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

BY: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



Council Synopsis

February 9, 2016

From: Robert A Jackson, Chief of Police

Prepared by: Nino Amirfar, Captain

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the City of Turlock's Police Department participation in a Multidisciplinary County Wide Child Abuse and Neglect Investigation protocol and authorizing the Police Chief to sign the agreement

2. DISCUSSION OF ISSUE:

The Turlock Police Department has been a member of the Multidisciplinary task force since April of 1998. This task force formation was facilitated by the Stanislaus County District Attorney Office with a goal to set up a county wide protocol to be utilized in the investigations of child abuse and neglect reports.

The task force has continued to expand its services to include multidisciplinary Interview centers and CAIRE Centers, which have received full accreditation from the national Children's Alliance.

The attached Exhibit "A" is an updated protocol of the Child Abuse & Neglect Investigation protocol.

The investigation protocol is a necessity in order to ensure that these cases are completed efficiently, thoroughly and consistently throughout the county and ensure the health and welfare of children who are the victims of these incidents.

3. BASIS FOR RECOMMENDATION:

- A. Agreeing to this investigation protocol will help to ensure that the Turlock Police Department is handling child abuse and neglect investigation in a manner that is consistent with the multidisciplinary county wide team.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

Action Items:

1. Implement direct communication tools that provide the Mayor, the City Council and the community with relevant, timely information regarding the operational activities of the City.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – None.

Budget Amendment – None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

- A. Deny request for acceptance of Investigation Protocol. This is not recommend this as it will be detrimental to our children victims and our ability to conduct efficient and complete investigations with minimal disruption or injury to the children victims.

CHILD ABUSE & NEGLECT INVESTIGATION PROTOCOL

I PURPOSE AND SCOPE

The purpose of this policy is to provide members of the multidisciplinary team including the District Attorney, all local law enforcement agencies, child protection agencies, the mental and medical health community, schools, and others concerned with the care and protection of children, with direction and understanding of their role in the prevention, detection, and intervention of incidents of child abuse and neglect. In addition, this protocol outlines the role of the Child Abuse, Interview, Referral, and Evaluation (CAIRE) Center in child abuse investigations. The CAIRE Center's mission is to provide a child friendly environment in which children and youth can be interviewed using the skills and knowledge of the multidisciplinary team to ascertain the facts concerning suspected child abuse.

II BACKGROUND

In March 1998, the Office of Criminal Justice Planning called for a Transfer of Knowledge Forum recommending all counties in California develop a multidisciplinary protocol for the investigation of child abuse cases. The Stanislaus County District Attorney's Office facilitated the formation of a multidisciplinary task force in April 1998. The task force included representatives from the District Attorney's Office, law enforcement, Child Protective Services, County Counsel, Probation, the Health Services Agency, Haven Women's Center, Mental Health, local hospitals, and educational institutions. The immediate goal for the task force was to set up a protocol for countywide use in the investigation of child abuse reports, with the formation of a Multidisciplinary Interview Center for Stanislaus County.

In July 2001 an interim Multidisciplinary Interview Center began operating at the Modesto Police Department using the multidisciplinary team approach. The doors to the first CAIRE Center were opened in May 2003.

In October 2005 the CAIRE Center became a fully accredited member of the National Children's Alliance (NCA). The NCA sets standards for Child Advocacy Centers throughout the United States. Membership requires an extensive site review process and compliance with standards set by the NCA which include providing services to child victims and their non-offending family members as well as separate, child-friendly facilities for interviews. Other standards include facilitating the coordination of multidisciplinary investigation of abuse reports and regular interdisciplinary case review. Attention to the needs and abilities of children is the hallmark of child advocacy center programs and is fundamental to NCA standards.

This investigation protocol will be reviewed annually by all multidisciplinary team members and updated as needed to reflect current practice and current agency leadership.

OK, A. Agando
RM

III THE MULTIDISCIPLINARY TEAM

A Agency Collaboration

When a child abuse or neglect report is made, Child & Family Services Division (hereinafter "CFSD") and law enforcement agencies will collaborate. The team effort shall be known as the First Responder Team.

The First Responder Team will obtain only enough information to determine whether abuse or neglect has occurred.

The First Responder Team shall make a determination whether a CAIRE interview is warranted based on the following minimum amount of information:

- The nature of the abuse.
- When the abuse occurred, or most recently occurred.
- Where the abuse occurred (jurisdiction).
- If the minor and/or siblings are at risk of further abuse.
- Whether a medical examination is necessary. (see Medical Examinations, Section VIII)

The investigating law enforcement agency shall be responsible for scheduling the forensic interview at the CAIRE Center. Law enforcement or the emergency response social worker will be responsible for coordinating the victim's transportation to the interview. If the victim is placed in protective custody, the forensic interview will take place within the first subsequent judicial day. If the victim is not placed in protective custody, the interview will be completed within two weeks from the date of the initial report of abuse or neglect.

The First Responder Team will determine whether protective custody is needed. Ideally the decision should be mutually agreed upon by the investigating officer and the CFSD Emergency Response Social Worker. However, each party is authorized to place the child victim in protective custody with the assistance of the other team members. Depending on the circumstances of each investigation, a CFSD Emergency Response Social Worker may be required to obtain a Protective Custody Warrant. Law enforcement will assist CFSD in the removal of the child from his or her current location.

B The CAIRE Center

The CAIRE Center allows forensic interviews and therapeutic services to be provided to young victims of crime in a single, child friendly location. A trained forensic interviewer questions the child while team members listen to the interview behind a one-way mirror. Observers can contribute questions via an earpiece in the interviewer's ear, allowing for the participation of the First Responder Team. The CAIRE Center interview is intended to be the final interview of the child.

1 Staffing

The CAIRE Center is staffed with a coordinator and an administrative clerk funded through CFSD. The coordinator is a CFSD supervisor who oversees the CAIRE Center operations, supervises any part-time interviewers and an administrative clerk as well as the Emergency Response Social Workers for CFSD. The coordinator also facilitates a monthly Case Review, Peer Review and MDT meeting. The part-time interviewer (on site Sheriff detective) is available 20 hours a week to conduct forensic interviews at the CAIRE Center. Trained interviewers will consist of law enforcement and CFSD employees. Interviewers will have a minimum of 24 hours of forensic interview training and 8 hours of training regarding a multidisciplinary approach. Social workers will have at least a year of experience in a Child Welfare Agency. Law enforcement officers that request to be forensic interviewers will have at least one year of experience in the law enforcement field.

The administrative clerk works full-time at the CAIRE Center. The clerk's duties include notifying the First Responder Team members when a forensic interview is scheduled, entering information into the CAIRE Center and CWS/CMS databases, tracking interviews and statistical data, supervising the families in the waiting room while the interview is conducted and assisting the coordinator in CAIRE Center operations.

C Initial Investigation

1 Law Enforcement

Stanislaus County includes many different law enforcement agencies, both large and small. All are charged with the responsibility of investigating allegations of child abuse and other allegations of criminal conduct where children are witnesses.

Law enforcement's interest consists of protecting the child from additional trauma and determining whether there was a violation of law. Where there is a possibility of prosecution, their duty lies in investigating the case and presenting it to the District Attorney's Office. Every effort is made to limit the trauma to the child while obtaining the evidence necessary for prosecution.

All law enforcement personnel receive basic training in child abuse investigation and sexual assaults. Investigators assigned to specialized child abuse units receive focused training to increase their sensitivity and awareness of child development.

2 Child and Family Services Division

The primary responsibility of the Child and Family Services Division (CFSD) of the Community Services Agency (CSA) is to protect children from abuse, neglect, and exploitation. CFSD provides initial assessment, crisis intervention, and support services to at-risk children and their families.

Each child, parent or caretaker will be assessed, taking into account any relevant social, cultural or physical factors present. The assessment will include interviews with alleged victims, siblings,

parents, caretakers, witnesses, and anyone known to have relevant information. CFSD workers will consult with any other professional who can provide necessary expertise.

Following the initial assessment, a determination will be made regarding what, if any services, are necessary and whether rendering these services will allow the child to remain safely in the home or if placement with a relative is appropriate. If voluntary services are insufficient to protect the child, Juvenile Dependency Court proceedings may be initiated.

If dependency proceedings are initiated, a case plan is developed for each family. A child will remain in the home if he or she is safe. If physical removal of the minor from their home is necessary, services are provided with the goal of reuniting the family. For children under the court's jurisdiction who cannot return home, a permanent plan of care (i.e. adoption, guardianship, or long term foster care) is developed.

a Taking Children into Protective Custody

If there are immediate safety issues present and no reasonably identifiable means to maintain the child safely in the home, physical removal of the minor may be necessary. When this occurs, every effort will be made to nullify any safety issues and reduce risk factors so the child may be returned to their home as soon as possible. If the social worker and supervisor feel there is a high risk of harm and exigent circumstances do not exist, the social worker will prepare an Application and Affidavit in Support of a Protective Custody Warrant ("PC Warrant") for each child. A Superior Court Judge must approve and sign the PC Warrant. If a warrant is not obtained or if circumstances are not exigent, then a waiver form must be signed by the custodial parent. If both parents have custody, both parents will sign the waiver to a protective custody warrant. If there is only one custodial parent and the other parent is absent, the custodial parent's signature will suffice for the protective custody warrant waiver form.

b Dependency Proceedings

A CFSD Social Worker identified to act as a "Court Officer" may petition the Juvenile Court on behalf of the child when maximum protection is appropriate. This situation may arise when voluntary services to parents have not been successful, or when a child's immediate safety is a concern. The petition must be filed within two court days of placing the child into protective custody. The petition must describe the abuse or neglect (pursuant to Welfare and Institutions Code Section 300) that places the child at risk in the parents' or guardian's care. The petition initiates Dependency Proceedings in Juvenile Court where a judge or magistrate will make the following findings:

Detention: The Court makes an initial determination whether the children will remain in or be removed from the parents' custody.

Jurisdiction: After evidence is presented, the Court decides whether the petition is "true" or "not true."

Disposition: The Court makes orders regarding the child's care and what services the parents must complete to either maintain the child safety in the home (Family Maintenance Services), or to make the home safe for the child's return (Family Reunification Services). In

some circumstances the court may deny the parents an opportunity to regain custody and a hearing would be set to select and implement a permanent plan. A case plan is instituted defining what is expected of the family if Family Maintenance or Family Reunification services are granted by the court.

If a child is removed from the parents' custody, a Placement Specialist working closely with the Court Officer will arrange parent/child visitation, and will evaluate interested relatives as potential placements for the child. Children are best served when parents provide input about their family and children's needs during the entire court process. Parents may begin participation early in substance abuse treatment, parenting, counseling, sexual abuse treatment, or other services without losing their right to contest the petition.

Once a case completes disposition, it is transferred to a Family Maintenance or Family Reunification Social Worker. (If the court the child from parental custody and denies reunification services, an FR worker will be assigned to handle the selection and implementation hearing [366.26 hearing]). The Family Reunification or Family Maintenance case worker provides services to the family and keeps the Juvenile Court advised of the child's status and the parent's progress in their service plan. Reunification services last between 6 and 18 months. Family Maintenance Services are designed to last 6-12 months but may continue longer at the court's discretion. During this period, the Court reviews the case every 6 months. If parents do not comply with the Court's orders after 18 months, the parents' services are terminated and a permanent plan of adoption, guardianship, or long-term foster care is established for the child.

3 District Attorney

The District Attorney's Office is the agency charged with reviewing all cases submitted by law enforcement agencies to determine whether there is sufficient evidence to file criminal charges. If a criminal complaint is filed, the District Attorney's Office will be responsible for the prosecution of the case.

a Special Victim's Unit (SVU)

The Special Victim's Unit ("SVU") of the District Attorney's Office prosecutes felony child abuse and neglect cases, sexual assault, sex trafficking, molestation and homicide cases. Whenever possible, a DDA will be present at the CAIRE Center as a member of the MDT for interviews. When the case is submitted to the DA's office for review, every effort will be made for an SVU DDA to review the case to determine what if any charges are appropriate. SVU cases are vertically assigned, and therefore every effort will be made to have one DDA assigned who will handle the case from arraignment to disposition.

SVU DDAs receive specialized training in child abuse prosecution including the medical, psycho-social and legal issues unique to these cases. To the extent requirements of confidentiality allow, the DDAs may assist law enforcement in the review of search and arrest warrants. DDAs will facilitate communication with law enforcement, the Child and Family Services Division, County Counsel, the child's attorney or the child's /family's therapist.

b Juvenile Unit

The Juvenile Unit of the District Attorney's Office, prosecutes sexual assault, molest and child abuse cases where the perpetrator is a minor. If a forensic interview is scheduled at the CAIRE Center, whenever possible, a DDA from the Juvenile Unit will be present.

DDAs from both the Adult and Juvenile units will work with the MDT team in evaluating each case and determine what if any further investigation may be necessary. SVU cases within the Juvenile Unit will be vertically prosecuted as well.

4 County Counsel

County Counsel provides legal advice and representation to the Community Services Agency ("CSA"). Prior to filing a dependency petition, when requested by the social worker, Deputy County Counsel will review the evidence and advise if adequate evidence exists to sustain a petition in Juvenile Court for the protection of the child. That evidence may include interviews of the child conducted by law enforcement or emergency response social workers. Once a petition is filed in Juvenile Court, a Deputy County Counsel will appear at all court proceedings. While the child is a dependent, County Counsel may be consulted regarding case management.

D Victim Support and Advocacy

While more than one agency may perform victim advocacy functions throughout the life of the case, victims will determine which services or programs best meet their ongoing needs.

1 District Attorney's Office – Victim Services Unit

The Victim Services Unit of the District Attorney's Office can provide crisis intervention, emergency assistance, peer counseling and resource referral for victims and their families. The assigned victim advocate will provide support and advocacy for the child at the CAIRE Center interviews, courtroom, orientation and court escort for the child victim and family. The victim advocate will keep the family apprised of the criminal case status, assist with the preparation of victim impact statements, and assist the DDA with interviews. Other services will be provided as necessary pursuant to the Victim/Witness grant.

The Victim Services Unit will maintain a referral list of mental health providers specialized in children's counseling and assist families with filing a claim with the Victim Compensation and Government Claims Board to cover any allowable costs relating to the crime.

The Victim Services Advocate will work closely with the DDA and act as liaison for the District Attorney's Office with victims, families, and other services agencies.

The Victim Services unit can provide a victim advocate upon request to assist law enforcement agencies who need assistance with victims and/or families for emergency situations. The advocate can respond to crime scenes, hospitals, homes, law enforcement agencies or other locations as requested by law enforcement to assist victims if the case goes to trial.

2 Haven Women's Center Advocate/Rape Crisis

Haven advocates assigned to the CAIRE Center have a multipurpose responsibility at the CAIRE Center. The Haven Advocate will introduce the agency (Haven), explain Haven's confidentiality policy and mandated reporting. The advocate will explain the MDT process to the family. If any partner agencies are missing, they will briefly cover what services their agency's provide. Advocates will request to follow up within 72 hours of the initial contact with the family. If the family consents, the advocate will contact the parent/youth to follow up and provide any resources and information available to the family. If the youth is 12 and older the advocate will speak to them directly. Once a minor turns 12 they have and hold their own confidentiality. The advocate may provide support and advocacy through the criminal justice system if needed.

Advocates from Haven's Women's Center will receive sexual assault counselor training pursuant to Section 1035.2 of the California Evidence Code. Training shall include: law, medicine, societal attitudes, crisis intervention, counseling techniques, role playing, referral services, and sexuality. This training is required to maintain confidential communications between the victim and the Sexual Assault Counselor.

Acute cases: Advocates from Haven's Women's Center will be on call and available 24 hours a day for any medical, evidentiary or physical examination. The responding law enforcement officer shall notify Haven Women's Center if the victim is transported for such an examination.

Non-acute cases: Law enforcement will notify Haven Women's Center when a medical examination has been scheduled. An advocate will be present at all medical examinations. Services offered will include crisis intervention to the victim and family, support and comfort, referrals and information, and follow-up services when requested. Advocates may accompany the victim to any court appearance as requested. In cases alleging violations of Penal Code Section 243(e), 261, 261.5, 262, 273.5, 286, 288a or 289, the advocate may be present with the victim during interviews with law enforcement authorities or the District Attorney's Office pursuant to Penal Code section 679.04. The advocate's primary role is to provide support and information to the victim in a non-judgmental and compassionate way.

E Medical

Pediatric sexual assault exams will be performed by PSANE's certified by a California Accredited Pediatric Sexual Assault Training Agency that is acknowledged by the Stanislaus County Sexual Assault Response Team. The SANE's must meet the following criteria: Certification in Child Abuse and Sexual Assault training, 16 hours of formal medical training in child sexual abuse examination and forensic evidence gathering, and documentation of satisfactory completion of competency-based training in the performance of child sexual abuse and forensic photography. Annual evaluation, continuing education and competencies as required by agency policy and protocol are also required.

F BHRS (Behavioral Health and Recovery Services)

The mental health clinicians assigned to the CAIRE Center will provide free trauma assessment and specialized trauma-focused mental health services for child victims and non-offending family members. Without effective therapeutic intervention many traumatized children will suffer ongoing or long term social, emotional and developmental outcomes that will impact them throughout their

lives. Services include screening, assessment and treatment on site, or by referral, regardless of client's ability to pay. Specialized trauma-focused mental health services for the child client may include: crisis intervention, assessment, assessment tools, family/caregiver engagement, treatment planning, and referrals. Mental health clinicians will have pediatric experience, child abuse expertise and be licensed/certified or supervised by a licensed mental health professional. Clinicians will continue ongoing training to specialize in the field of child abuse.

Mental health evaluation and treatment can be accessed by the CAC/MDT on the day of the forensic interview. When an interview has been scheduled, the CAC/MDT will contact the mental health clinician who will meet the child and family. Clinicians at this time will provide specialized trauma focused services to meet the needs of the child and non-offending family members. Clinicians will continue to be available to provide or arrange appropriate follow-up treatment for the child and/or non-offending family member as needed. In some cases ongoing services might be provided through more than one resource to address different aspects of the child/family needs.

Clinicians will attend case reviews so that children's treatment needs can be assessed and the client's mental health can be monitored. Client confidentiality will be protected when sharing information in a case review. Every effort will be made to maintain clear boundaries between the forensic process and mental health treatment.

G Mandated Reporters

Penal Code 11165.7 defines the term Mandated Reporter for the purpose of child abuse cases. This list includes professionals from various disciplines including those who have constant or reoccurring contact with children. A few of those professionals will be discussed here. For further clarification, please refer to the referenced code section, or call your local law enforcement or child protective agency.

1 Schools

School personnel are legally designated as mandated reporters of child abuse, and play an important role in the identification of and subsequent reporting of child abuse. School personnel facilitate the initial reporting of abuse by obtaining a brief history of the incident, attempting to determine if the incident occurred in-home or out-of-home, and by promptly reporting to the appropriate agency (CFSD or law enforcement). School personnel should follow their district's established procedure in reporting. This procedure is reviewed at the start of each school year, and periodically as deemed necessary. A telephone report is made immediately, and is followed up within 36 hours by a written report (Suspected Child Abuse Report SS 8572). School personnel facilitate the investigation of child abuse by fully cooperating with authorities, and by providing information essential to the investigation. It is the duty of the school personnel to report; not investigate. Failure to report is a misdemeanor, punishable by jail imprisonment and/or fine.

When a child protective agency representative determines it necessary, a suspected victim of child abuse may be interviewed on school premises during school hours. (Due to recent case law decisions, some situations may require parental consent or an interview warrant before allowing access to the child.) The child shall be given the option of being interviewed in private or with a staff member present. The purpose of the staff member's presence is to lend support

to the child. The staff member shall not participate in the interview and shall not discuss the case with the child, adhering to confidentiality requirements.

a Basic Reporting Guidelines

Child abuse can be a very dynamic and difficult word to define. Child abuse for the purposes of this protocol will be reflective of the 11165.1-.6 Penal Codes. Therefore child abuse is defined as physical injury or death inflicted by other than accidental means upon a child by another person; sexual abuse as defined in penal code section 11165.1; neglect as defined in penal code section 11165.2 (this definition can and often does include domestic violence and commercially sexually exploited children); willful harming or injuring of a child, or endangering the person or health of a child, as defined in Penal Code section 11165.3 and unlawful corporal punishment or injury, as defined in Penal code section 11165.4. For clarification reasons it will be stated that Commercially Sexually Exploited Children would fall under the neglect, as well domestic violence in some instances.

School personnel have multiple responsibilities in the reporting of child abuse. These include case finding, brief assessment, initial reporting according to established procedure, and cooperating with the investigation. School employees are to follow established procedure in reporting. A supervisor or administrator may not interfere with an individual's desire to report. Reliance upon a supervisor or administrator to take action will not absolve a mandated reporter from these requirements.

The mandated reporter is to conduct a brief, preliminary interview to gather enough information to determine the nature of the abuse, and where the abuse occurred. The mandated reporter shall not interview the child in depth or attempt to mediate the situation.

b Reporting Procedures

If there is reasonable suspicion of child abuse and the abuse took place:

In the Home:

- Call CFSD or the law enforcement agency having jurisdiction of residence immediately.
- Complete the written report and mail it to CFSD.

Out of Home:

- Notify the law enforcement agency having jurisdiction where the incident occurred.
- Complete the written report and mail it to the law enforcement agency.

If there is reasonable suspicion of child abuse and the allegations are against staff:

- The district superintendent or designee will be notified.
- The district superintendent will notify law enforcement and follow their directions.
- A written report will be taken and mailed to law enforcement (Verbal notification by reporting party is also required).
- The district superintendent will notify the district personnel director of the allegations.

- 1) **Sexual Abuse** – School personnel are not to investigate allegations of sexual abuse made against staff.
- 2) **Physical Abuse** – A preliminary investigation will be conducted to determine if the staff member was exerting physical control reasonably necessary to defend himself, to maintain order, to protect property, to protect the health and safety of the pupil or to maintain proper and appropriate conditions conducive to learning. (Education Code Section 44807, 49001; Penal Code Section 11165.4).

3) Other Requirements

When a parent or guardian alleges a complaint of child abuse against a school employee or other person for an act committed on campus or during a school activity, the local child protective or law enforcement agency shall investigate. If the report is substantiated, the results are sent to both the Child Abuse Central Index and the governing board of the school district or county office of education for action (Penal Code 11165.14).

Questions about child abuse reporting requirements (for children under the age of 18 years) should be referred to your school district superintendent's office or CFSD.

4) School Based Counseling

School based counselors fall under the same mandated reporting requirements as other school employees. School based counselors may be district employees, or may be trainees placed in the school district setting on a contract basis. According to Penal Code Sections 11165.7 (a)(23)(24), Marriage and Family Trainees (MFT), and unlicensed interns are mandated reporters.

2 Probation Department

Probation officers are designated by Penal Code Section 11165.7 (a)(15) as mandated reporters of suspected child abuse. When a probation officer knows or reasonably suspects a child has been the victim of abuse or neglect, the officer shall obtain the names, ages and addresses of victims and parents; information about what, when, and where the incident occurred and who was involved. Probation officers must report any suspected incidents of child abuse, whether or not the child is a ward pursuant to Welfare and Institutions Code Section 602.

Pursuant to Welfare and Institutions Code Section 355.1(d) if the dependency court finds that either a parent, guardian, or any other person who resides with, or has care or custody of a minor who is the subject of the dependency petition, has been previously convicted of sexual abuse in California or another state; has been found in a prior dependency hearing as specified to have committed an act of sexual abuse; or is required as a result of a felony conviction to register as a sex offender, that finding shall be prima facie evidence that the subject minor is a child described by subdivisions (a) (b) (c) or (d) of Welfare and Institutions Code Section 300 and is at substantial risk of abuse or neglect. In those situations, the probation officer shall complete a written report (Suspected Child Abuse Report SS 8572). It is the duty of the probation officer

to report suspected abuse and not to investigate. Investigation of child abuse is the duty of a child protection agency, such as law enforcement or CSA – Child & Family Services Division.

a Reporting Procedures

As required by Penal Code Section 11166(j), upon receiving information about suspected abuse of a child, probation officers are to immediately, or as soon as practically possible, report the information by telephone to: (a) the law enforcement agency having jurisdiction of the location where the abuse is suspected to have occurred (b) the child protective services agency, and (c) the District Attorney's Office Within 36 hours of receiving the information concerning the incident, probation officers are to prepare and send a written report (Suspected Child Abuse Report SS 8572) to the three agencies listed above.

3 Medical

Members of the medical community are mandated reporters as defined by Penal Code Section 11165.7.

a Reporting Procedures

When a licensed medical provider suspects that a child has been the victim of physical or sexual abuse, that provider will file the mandated report. The medical provider's examination should be limited to medically necessary treatment. At the direction of a law enforcement agency representative, a forensic physical examination for the purpose of gathering evidence will be conducted by a SANE provider trained in forensic examination and evidence gathering.

IV FIRST RESPONDER PROTOCOL

A Introduction

The initial contact with a child victim is critical to the progress of the case. First responders must be alert to several factors that will set the tone for future investigation. Whenever possible, joint investigations will be made to reduce the number of interviews the child victim will be subjected to. After the initial assessment by the first responder, every effort will be made to conduct a singular interview, keeping in mind that not all initial contacts will require this approach.

B Initial Contact/Assessment

1 Joint Response

A good investigation includes communication between law enforcement and child welfare. Together they will determine an interview strategy that will best assess the situation and not further traumatize the child by subjecting him or her to multiple interviews. The interview should cease as soon as the law enforcement officer and Emergency Response Social Worker determine that sexual abuse has likely occurred.

The agency receiving the initial referral will cross report the incident to the other agency.

The State of California has mandated reporting requirements for child abuse cases as delineated in Section 11165 through 11174.3 of the California Penal Code.

It is the joint responsibility of the Emergency Response Social Worker to ensure that a California Department of Justice (DOJ) Child Abuse or Severe Neglect Indexing Form (BCIA 8583) is completed and applicable notifications conducted.

2 Law Enforcement

The majority of contacts with child victims will be uniformed officers in conjunction with the CFSD Emergency Response Social Worker (when allegation is familial). The interview should be conducted in a place that is familiar to the child, and free from distractions. Attempts should be made to obtain as much information as possible from collateral sources (i.e. parents, teachers, CFSD) before making contact with the child.

a Initial Contact

The purpose of the initial law enforcement contact is to establish corpus of a crime.

The initial report needs to include names, addresses, and phone numbers of witnesses as well as what acts occurred, as well as the location and dates of the offense.

The officer or Emergency Response Social Worker may determine a crime has occurred by speaking to people other than the child. The initial reporting parties may not have acquired all of the facts necessary for a criminal investigation; however repeated questioning is often traumatic for children and often jeopardizes the child's statement. The child will be asked for details when interviewed at the CAIRE Center at a later time if the child does not make a verbal disclosure regarding sexual abuse, witness observation of the alleged molest or an expert's opinion that there was sexual abuse or molest will meet the criteria for a CAIRE interview.

- Either of the aforementioned examples of abuse warrants a referral to CAIRE Center.
- Absent an expert's opinion of abuse, a witnesses observations of molest or a verbal disclosure by the child, the case will be referred to Child & Family Services for further assessment.

b Notifications

- Respond immediately, or as soon as practically possible, to any report of child abuse.
- Immediately, or as soon as practically possible, notify CFSD and the District Attorney's Office by telephone.
- Respond immediately upon request of CFSD to complete joint investigations.

- Whenever practical, law enforcement should wait for the arrival of an Emergency Response Social Worker in order to conduct a joint interview in the case of an in-home/familial abuse where the child's safety and/or protection are of concern.
- Immediately notify the patrol supervisor or the detective bureau in cases where a child has sustained severe trauma or recent (within 72 hours) sexual assault, so that a child abuse investigator can be assigned to the case as quickly as possible and arrangements can be made for medical assessment and/or treatment.
- Notify Haven upon transportation of the victim to a hospital for a sexual assault examination.
- Limit contact with victim.

c Investigations (in addition to the above)

- Conduct the initial investigation when they are the initiating party of reported child abuse.
- Make a determination regarding arresting the suspect(s).

d Evidence Collection/Reports

- Draft reports, collect evidence, secure crime scenes, take witness statements, obtain search and arrest warrants and be responsible for the overall criminal investigation.
- Take a photographic record.
- When CFSD social worker is first on scene, he or she will notify law enforcement regarding evidence and share photos.

e Disposition for Follow-Up Investigation

- Cross report to the District Attorney's Office by completing the Suspected Child Abuse Report (SS8572)
- Schedule a physical examination when necessary in all non-emergency cases.
- Schedule an interview at the CAIRE Center. Send Child Abuse or Severe Neglect Indexing Form to the Department of Justice per BCIA 8583.
- Have forensic interviewers available to other intra-county agencies for CAIRE Center interviews. Interviewers called will be paid by their own agencies.
- Emergency Response Social Workers will notify responding law enforcement officer of possible evidence.

3 CSA - Child and Family Services Division (CFSD)

When Child & Family Services Division receives a Suspected Child Abuse Report, it will be assessed and when appropriate, assigned to an Emergency Response Social Worker for an initial, in-person assessment. Referrals regarding in-home or familial abuse/neglect will be assigned on an immediate or ten (10) day response basis. The Emergency Response Social Worker shall have 10 days to initiate an investigation in which there is no immediate or imminent risk to the identified victim(s). The Emergency Response Social Worker shall have two hours to initiate an investigation in which there is an immediate or imminent risk to the child, or when law enforcement requests an immediate response.

a CFSD Responsibilities

Immediately, or as soon as practically possible, notify law enforcement and the District Attorney's Office by telephone.

Wait for the arrival of a law enforcement officer to conduct a joint investigation/interview in cases where the child's safety and/or protection are of concern.

Obtain as much relevant information as possible from the officer prior to questioning the child if law enforcement has already initiated the interview.

At law enforcement's request, respond immediately and complete a joint investigation.

Send Child Abuse or Severe Neglect Indexing Form (BCIA 8583) to DOJ.

Provide personnel, as desired, to be trained as forensic interviewers for the CAIRE Center.

The Emergency Response Social Worker will notify law enforcement of possible evidence.

C Investigations/Follow-Ups

1 Introduction

This protocol exists for the purpose of reducing the trauma to child victims through reducing the number of interviews conducted during the investigation process. Further investigation is sometimes necessary to obtain additional facts and evidence after the discovery of additional information. When this occurs, follow-up investigation will be required. Every effort should be made to obtain or confirm this information from other sources.

2 Law Enforcement

If an initial report has been completed by a patrol officer, the investigator should review all reports prior to determining whether to re-interview the victim. Prior to re-interviewing the victim, a DDA will be consulted.

3 Child and Family Services Division

If an initial report has been completed by a social worker, the investigator should review all reports prior to determining whether to re-interview the victim.

D Scheduling of Interviews

In situations where a child has been taken into protective custody, an interview will be scheduled at the CAIRE Center within one judicial day of the child being taken into protective custody.

The CAIRE Center coordinator will facilitate scheduling the interview and notifying the appropriate law enforcement agency representatives.

The victim and family's preferred language should be shared when the initial referral is made for a forensic interview so an interpreter can be secured.

If the child remains in the non-offending parent's or guardian's custody, an interview will be scheduled at the CAIRE Center within ten days.

Where the initial assessment is done jointly, the law enforcement officer shall be responsible for completing the initial crime report and the Emergency Response Social Worker shall be responsible for completing the appropriate contact report. Law enforcement will contact the CAIRE Center to schedule the interview and notify the child's non-offending parent or guardian.

When an Emergency Response Social Worker handles the initial assessment alone it will be the responsibility of the worker to document the contact and cross report to the appropriate law enforcement agency.

When a law enforcement officer handles the initial assessment alone it will be the responsibility of the officer to complete the initial crime report and to notify CFSD to initiate a child welfare case. Law enforcement will contact the CAIRE Center to schedule the interview and notify the child's non-offending parent or guardian with whom the child resides of the date and time of the interview.

E Forensic Interview

1 Purpose and Goals

The primary goal of the forensic interview is to provide a safe, supportive environment in which a child can share information regarding their experience. In the event that a child discloses victimization, the goal of the interview is to obtain as much information as possible regarding:

- The identity of the perpetrator
- The relationship of the perpetrator to the child
- When and where the abuse occurred
- Specific details regarding the types of alleged abuse
- Any other household issues (e.g. domestic violence, substance abuse).

Additional goals of the Forensic Interview should include:

- Obtaining a videotaped interview of the victim
- Providing summary reports to authorized agencies
- Providing crisis intervention services and appropriate referrals to family members and the child
- Facilitate the forensic interview process for relevant agencies.
- Reducing the trauma to the child victim by minimizing the number of interviews and interviewers.

2 When to consider a Forensic Interview

- When a child is a suspected victim of sexual abuse, physical abuse, or severe neglect.
- When a young child has been a witness to a violent crime.
- When a young child has been a witness to a sibling's abuse.
- When a victim is a developmentally disabled adult or child.
- When a child falls within the Drug Endangered Child Protocol.
- Where communication barriers exist including hearing, vision, verbal handicaps or language differences
- Children who are suspected of being commercially sexually exploited

3 The Interview Specialist

The desired qualifications for the forensic interviewer include:

- Training and education in interviewing child victims
- Ability to receive ongoing training in child sexual abuse and physical abuse, child development and interviewing techniques through attendance at continuing education conferences, agency in service training and ongoing review of professional leadership.
- CFSO social worker or law enforcement detective
- Familiarity with types of information and details relevant to alleged abuse that should be obtained from victims and child witnesses to meet the multidisciplinary team needs.
- Possession of an in-depth understanding of children and families where abuse has occurred.
- Familiarity with interview protocol and methods of presenting forensically defensible questions in a developmentally appropriate manner.
- Willingness and capability of testifying as an expert witness.
- Completion of child development training through a competency-based child abuse forensic interview program or 40 hours of a nationally or state recognized forensic interview training program.

4 The Interview Setting

The recommended forensic interview setting includes the following:

- A multidisciplinary team approach
- Child oriented interview rooms
- Videotaping capability
- An observation room for parties authorized to view the interview
- The ability to conduct evidentiary medical evaluations in close proximity to the forensic interview location.
- A specially trained, educated, and objective interviewer from a law enforcement agency and/or from Child and Family Services.
- An environment that enhances free recall and minimizes interviewer influence.

5 Scheduling

The CAIRE Center will be responsible for assigning an interview specialist to the case. In determining the forensic interviewer, the Coordinator, in conjunction with available forensic interviewers, will evaluate any relevant issues concerning the child's age, cultural factors, language, ethnicity, developmental ability of the child, gender, known barriers, and knowledge related to the circumstances of the allegations. Based on that discussion the forensic interviewer that would best serve that child will be chosen.

If the investigating law enforcement agency has a trained and certified interview specialist on staff, that person can conduct the forensic interview at the CAIRE Center.

Forensic interviews shall be conducted in accordance with established CAIRE Center Sexual Abuse Forensic Interview Procedures.

V CONFIDENTIALITY

All information associated with cases or families is confidential unless there is some exception that is to be found in a statute or case law. Welfare and Institutions Code Section 10850.1 provides that a multidisciplinary team engaged in the prevention, identification and treatment of child abuse may disclose and exchange any information among team members. "Multidisciplinary team members" would be defined (per W&I Code 18951) as "any team of three or more persons who are trained in the prevention, identification or treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse. The team may include but not be limited to: (1) psychiatrist, psychologists or other trained counseling personnel; (2) police officers or other law enforcement agents; (3) medical personnel with sufficient training to provide health services; (4) social workers with experience or training in child abuse prevention; (5) any public or private school teacher, administrative officer, supervisor of child welfare and attendance, or certificated pupil personnel employee." W&I code 18964 further expands the "team" definition by providing that in any particular case the team may designate another party, not normally a member of the team, to participate and exchange information. That person would still have to qualify as a team member in that he or she would have to have been trained in the prevention, identification, management or treatment of child abuse and neglect cases.

Haven Women's Center of Stanislaus County has client confidentiality that is assured for sexual assault peer counselors in Evidence Code Section 1035.4 and for domestic violence peer counselors in Evidence Code Section 1037.2. The Haven Women's Center of Stanislaus County client confidentiality excludes suspected child abuse, elder abuse and serious threats of homicide or suicide.

VI STAFFINGS

A Pre-conference Meeting

All team participants are expected to attend the pre-conference meeting conducted prior to the interview. The first responder will provide a copy of all reports and other known information with the team. Law enforcement and Emergency Response Social Workers will each provide background

information on the child, family members, suspect, and any relevant facts related to the allegations. The forensic interview plan of approach will include the unique needs of the child and how best to meet these needs. Informed decision-making will be utilized at each stage to ensure the unique needs of the child are recognized and met. Team members who observe the interview and participate include: Deputy District Attorney/s, Law Enforcement Detective, Emergency Response Social Worker/s, Victim Witness Advocate, and the Program Coordinator. Additional MDT members may include other law enforcement personnel.

B Post-conference Meeting

A post interview conference will include all MDT members who participated in the pre-conference meeting and observed the interview. The team will discuss the information known and observed during the interview. This informed approach allows for a coordinated response. MDT observers during this meeting will have the opportunity to give the forensic interviewer feedback.

VII COLLABORATIVE CASE PLANNING

The Mental Health Clinician will meet with the parent/s or guardian and assess the family's immediate or future needs for services. The Victim Services Advocate will meet with the family and provide initial paperwork and plans for ongoing contact or services. The Haven Advocate will meet with the parent/s or guardian and explain the services they offer and make plans for future support. All participating MDT members will roundtable the child's and the family's overall needs.

VIII MEDICAL EVALUATION

Pediatric sexual assault exams will be performed by trained pediatric sexual assault nurse examiners who are certified by a California accredited agency acknowledged by the Stanislaus SART team. Findings may be disclosed to law enforcement and the crime lab with the completed SAE kit at the end of the examination or as soon as they are available.

The medical providers performing the child sexual assault examinations shall have training and/or experience in performing forensic examinations and evidence collection on suspected child sexual assault or molest victims.

For physical abuse or neglect allegations in which the youth needs medical treatment, the youth will be taken to a local hospital for evaluation.

A Circumstances Requiring Medical Evaluation

In cases of child abuse where the investigating officer reasonably suspects molestation or sexual assault, the victim will be referred for an acute or non-acute pediatric sexual assault examination. Acute sexual assault examinations will be performed on victims if suspected sexual assault occurred within the past 3 days. Examinations should occur no later than 24 hours. Non-acute sexual assault examinations will be performed on victims if suspected sexual assault occurred more than 3 days ago. Non-acute examinations should be performed by appointment within 7 days of report.

B Purpose of Medical Examination

The purpose of the medical examination is to provide timely, compassionate, and effective evidentiary examinations on victims of molestation or sexual assault. The examinations are conducted in accordance with this protocol to assure child victims are not subjected to multiple physical examinations and interviews. This examination is also conducted to ensure the health, safety, and well being of the child; to diagnose, document, and address medical conditions resulting from abuse; to differentiate medical findings indicative of abuse from those caused by other medical conditions; to assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment, and to make referrals as necessary; and to reassure and educate the child and family.

C Scheduling Medical Screening Exams (MSE)

The responding law enforcement officer will determine whether the case will be classified as acute or non-acute. Medical Screening Exams (MSE) for the acute sexual assault victim will be conducted by an emergency room department. Examples of injuries which constitute a necessity for medical screenings are, excessive bruising, active bleeding, twisting injuries, strangulation, swelling of any body part, or any other condition which the officer feels medical attention is needed. Law Enforcement will convey all relevant background information to the medical provider to avoid redundant information gathering.

- 1 **Acute cases:** See attachment "Resources for Pediatric Sexual Assault Examinations for Stanislaus County."
- 2 **Non-acute cases:** See attachment "Resources for Pediatric Sexual Assault Examinations for Stanislaus County."
- 3 ***In the event that a PSANE (Memorial Medical Center) is unavailable in a timely manner to examine an acute case with non-life threatening injuries, the pediatric victim should be taken to either Oakland Children's Hospital or Madera Children's Hospital for an examination. If possible, and the circumstances of the case allow, calling ahead to Memorial Medical Center and/or Oakland Children's Hospital or Madera Children's Hospital could help alleviate long delays for the victim and and promote more timely exams. If injuries are life-threatening or require immediate attention, patient should be taken to any Emergency Department for stabilization prior to evidence collection.**

If the physical or laboratory findings are abnormal, and a second opinion is needed, patient should be transferred or referred to a children's specialty hospital. In all cases, acute and non-acute, the law enforcement officer will notify the on-call Haven advocate of the examination time so he or she can be present to support the victim.

D Parental Consent for Sexual Assault (SAE) Exam

When allegations of physical or sexual abuse of a child are reported, and the child is taken into protective custody, police or child welfare may consult with a medical practitioner who has specialized training in detecting and treating child abuse injuries and neglect, to determine whether a physical exam is appropriate. If appropriate, the agency shall arrange for the child to undergo the physical examination within 72 hours of the time the child was placed into protective custody.

Medical History

The forensic medical examination's primary focus is to obtain and fully document as complete a medical history as possible, pursuant to the State's medical protocol. Medical information is gathered by the doctor and the PSANE. The information is stored in the medical records. A copy of the CalEMA form is kept both in medical records and in a locked cabinet in the supervising PSANE's office. Non-medical questions will be asked only if necessary to complete an effective medical examination. Any additional disclosures of abuse by the child will be reported on OES form 925 or 930.

E Evidence Collection

The PSANE is responsible for collecting forensic evidence from the victim. The PSANE will follow procedures maintained by the Office of Emergency Services for sexual assault and child sexual assault examinations and adhere to Stanislaus County Pediatric Evidence Collection Protocol. Photographic evidence from the examination will be provided to the responding police officer and the investigating detective immediately following the exam.

- There will be a law enforcement representative on the premises at the time of the examination (acute).
- SAE evidence collected during the examination is given to the responding police officer (acute cases).
- Photographic evidence from the examination will be provided to the responding police officer (in acute cases) and the investigating detective (in non-acute cases) immediately following the exam.
- Copies of the photographic evidence will be maintained in locked boxes at the Stanislaus County SART Coordinator's Office.

F Reports

The PSANE is responsible for completing the CalEMA forms (CalEMA form 2-925 and 2-930) and any other reports required by the CalEMA or Stanislaus County protocol. The five-part evidentiary exam form is distributed as follows:

- The original is given to the law enforcement agency;
- One copy accompanies the evidence kit;
- One copy is maintained with the medical file in the facility where the medical file is maintained; and
- All un-filed copies will be destroyed.

In addition to the completion of the required written medical reports, the PSANE will verbally report to the law enforcement officer under the following circumstances:

In acute and non-acute cases, a verbal consultation will occur between the forensic nurse examiner and the investigating law enforcement officer to discuss potential findings upon completion of the sexual assault examination. If findings are indeterminate and require further review, law enforcement will be notified at that time, and any necessary review will take place within one week.

G Follow-up Responsibilities

The forensic nurse examiner will provide information and a referral for any necessary medical or forensic follow-up services.

All acute examinations may need to have a scheduled follow-up examination. Time and necessity will be determined by the PSANE.

If a follow-up exam is deemed necessary for the PSANE, an appointment will be made for that exam and the assigned detective will be notified so they can escort patient to examination area.

The medical examiner will appear in court, as necessary, and provide testimony pertaining to the forensic medical examination.

H Financial Responsibility

The evidentiary collection portion of the exam is provided free to victims at the public's expense. Law Enforcement Agencies should contact the Hospitals and Physician's Groups for possible contracted rates for services. The patient may be billed for any services rendered during the evidentiary exam which is not inclusive of the basic evidentiary examination.

IX LEGAL INTERVENTIONS (CRIMINAL/DEPENDENCY PROCEEDINGS)

In criminal and dependency proceedings, the following non-exclusive guidelines will govern the preparation of children for testifying in court:

A Criminal Cases

Deputy District Attorneys should attempt to limit the number of continuances in each case unless a continuance is in the best interest of the child and in the interest of justice. In advance of the hearing, DDA's will arrange for the child to visit the courthouse and allow the child victim to become familiar with the courtroom, the judge (when possible) and the court personnel. This will also provide an opportunity for the attorney to establish rapport with the child. The DDA should communicate with the child at an age appropriate level. The DDA should discuss with the child the types of questions the child will be asked in court by all counsel or the court.

The child witness's testimony should be scheduled with sensitivity to the child's age and daily routine. If necessary, the DDA can request to rearrange the physical setting in the courtroom to promote a less intimidating environment for the child witness. Pursuant to Penal Code Section 868, the DDA may request that a support person of the child's choice be present during testimony, and, if requested by the child, to accompany and sit with the child at the witness stand. That individual may not be a percipient witness in the criminal case. When appropriate and available, the DDA will offer the victim/witness the services of the Courtroom Canine Support facility dog from the DA's office

The DDA should request of the court that the sensitivities and level of cognitive and emotional development of the child are considered by all parties who interact with the child. Questioning by all parties should be asked in an age-appropriate manner and without causing undue embarrassment to the child. Breaks should be taken, as appropriate, during testimony.

Any information regarding specific concerns and fears of the child regarding the alleged perpetrator should be conveyed to the prosecutor as well as the child's attorney. Any orders regarding "no contact" with the child should also be shared with both attorneys.

B Dependency cases

The child's attorney should explain to the child the difference between the dependency and criminal courts. The dependency attorney should defer any specific questions regarding the criminal proceedings to the deputy district attorney. When appropriate, pursuant to Welfare and Institutions Code Section 350, the child's attorney will file written motions requesting the court to permit the child to testify in chambers.

C Discovery of Child Interview Recordings

Any video or audio recordings of a child victim/witness interview will be maintained by the law enforcement agency. The recording will only be duplicated and disseminated pursuant to criminal discovery law or juvenile dependency discovery rules. The child should feel assured that their disclosure of physical or sexual abuse will not be disseminated beyond that which is necessary to adjudicate the case.

X CASE REVIEW

Case review provides a forum for the multidisciplinary team to discuss the interview, investigation and prosecution of child abuse cases. Each participant will sign the confidentiality statement ensuring that any information shared will be kept confidential, except if a mandated report is required.

Case review is held once a month on the second Tuesday of the month. The coordinator of the CAIRE Center will select two cases for review. One week prior to the regularly scheduled multidisciplinary team meeting, the coordinator will notify the team members that were involved in the interview, investigation and prosecution of the selected cases. Those members should be prepared to discuss their involvement in the case. Any member of the multidisciplinary team may suggest or request a particular case be reviewed. A particularly difficult or complex interview may trigger the need for subsequent review. Representatives from each core discipline (law enforcement, child protective services, prosecution, medical, mental health, victim advocacy and the CAIRE Center) must attend and/or provide input at each case review.

Case review will focus on the status of the case from all perspectives of the multidisciplinary team. Case review will include: review of the interview outcomes; discuss, plan and monitor the progress of the investigation; review medical evaluations; discuss child protection and safety issues; provide input for prosecution and sentencing decisions; discuss emotional support and treatment needs of the child and non-offending family members and strategies for meeting those needs; assess the family's reactions and response to the child's disclosure and involvement in the criminal justice/child protection systems; review criminal and dependency case disposition; make provisions for court education and court support; and discuss cross-cultural issues relevant to the case. The case review participants should provide constructive input aimed at improving the investigation, prosecution and services provided in all abuse cases. The CAIRE Center Coordinator will ensure that any follow-up recommendations are documented and presented to the multidisciplinary group at the next general meeting.

XI DATA COLLECTION

The CAIRE Center tracks every interview it oversees. The National Children's Alliance (NCA) requires its members to provide statistics twice a year (January 1-June 30 and July 1-December 31). That statistical data includes demographic information about the child and family; demographic information about the alleged offender; type(s) of abuse; relationship of alleged offender to child; MDT involvement and outcomes; charges filed and case disposition in criminal court; child protection outcomes, and status/outcomes of medical and mental health referrals. CFSD will provide the disposition of each referral when an interview was conducted at the CAIRE Center. BHRS (Behavioral Health and Recovery Services often referred to as mental health) will provide how many clients were given counseling services including how many were referred to outside agencies. The PSANE will provide how many exams were conducted, at what site, and the findings related to each exam. Law enforcement will provide information regarding whether or not the case was referred to the District Attorney's Office. The District Attorney's Office will provide the number of cases filed and the disposition of those cases.

Any other data requests will be submitted to the CAIRE Center in writing. The requests will be evaluated and information provided as available.

XII CONTINUOUS IMPROVEMENT

Each non-offending parent who brings their child(ren) to an interview at the CAIRE Center will be given a survey to fill out and a self-addressed stamped envelope. The surveys are anonymous and include rated questions and space for comments. The Coordinator will review all completed surveys and discuss all feedback at the monthly multidisciplinary meetings.

The CAIRE Center also values the opinions and thoughts of the partnering agencies. The CAIRE Center should foster an atmosphere of trust and respect, facilitating open communication amongst the partner agencies. The Coordinator will meet with each agency partner at least once a year to evaluate successes and areas for improvement. The Coordinator will avail himself or herself to the partners individually. Or, issues can be discussed at the monthly multidisciplinary meetings. Areas of discussion are communication, case decision-making, documentation and record keeping.

XIII TRAINING

Regular training is a valuable component of a successful child advocacy center and the CAIRE Center provides training opportunities in several ways. At each multidisciplinary meeting trainings that are being offered are verbalized and on the agenda to share so each team member can see what training is available in the community as well as nationwide. Throughout the month when trainings are made available by the NCA or other agencies aligned with the CAC ideology, those are sent out to all MDT partners via e-mail as well. The CAIRE Center also uses the grant funding from NCA, or their agent, to send a multidisciplinary team to a forensic child abuse/neglect training each year. After the participants return, they present any beneficial information obtained to the group. The attendees usually change each year so all partners have the opportunity to learn. The monthly multidisciplinary meetings include cross training between partners; cultural trainings which including topics of ethnicity, gender, religion, etc; and any necessary practice or policy changes.

A Forensic Interviewer Training

The forensic interviewers must attend the 3-day Child Forensic Interview Training (CFIT) provided by California's Child Abuse Training and Technical Assistance (CATA) program. The interviewers will also participate in a minimum of 3 hours every 2 years of CEU/CSM education regarding child maltreatment and/or forensic interviewing. They will also participate in a formalized peer review process for forensic interviews on a monthly basis.

The forensic interviewers will provide peer review for each other. Each of the interviewers will review interviews conducted throughout the month and meet to discuss positive aspects and areas for improvement.

During the interview, law enforcement, the deputy district attorney, and social worker can provide feedback to the interviewer. After the interview, there is a post-staffing meeting with the forensic interviewer to discuss the interview and the outcome. The CAIRE Center Coordinator will participate in as many interviews as possible to provide supervision and any necessary feedback.

B Forensic Nurse Examiner

The forensic nurse examiner must meet at least one of the following training standards: child abuse pediatrics sub-board eligibility, child abuse fellowship training or child abuse certificate of added qualification, documentation of satisfactory completion of competency-based training in the performance of child abuse evaluations, or documentation of 16 hours of formal medical training in child sexual abuse evaluation. The forensic nurse examiner must also receive ongoing education in the field of child sexual abuse consisting of a minimum of 3 hours every 2 years of CEU/CME credits.

C Mental Health (BHRS)

Mental Health services are provided by professionals with pediatric experience and child abuse expertise. The mental health providers must have at least one of the following criteria: masters prepared in a related mental health field or licensed/certified or supervised by a licensed mental health professional.

Mental Health service providers must participate in ongoing education in the field of child abuse consisting of at least 8 contact hours per year.

XIII CULTURAL COMPETENCY

Culturally competent services are routinely made available to all CAIRE Center clients and coordinated with the multidisciplinary team response. Any victim and their non-offending family members can receive services through the CAIRE Center and special attention is paid to their culture. Ethnic and spoken language are identified from the beginning of the case and shared by the referring party. The CAIRE Center clerk will secure a forensic interviewer who can speak the same language as the child or secure an interpreter. CAIRE Center partners have bilingual members, thus ongoing services can be provided in a culturally sensitive way. Children or their family members will not be used as a translator.

Culturally competent services will also be identified from the first contact with the child and family. Understanding the child and family's background will help to: effectively elicit relevant history; understand decisions made by the child and family; understand the perception of the abuse and attribution of responsibility made by the child, family and community; understand the family's degree of acculturation and comprehension of laws; address any religious or cultural beliefs which may affect the disclosure; and recognize the impact of prior experience with police and government authorities both in the county and in other countries of origin. Services can then be designed to effectively interpret and respond to the child and family's needs.

XIV OUTREACH TO THE COMMUNITY

Outreach to the community is an integral part of the CAIRE Center. Aside from the aforementioned support and assistance, after each child is interviewed or medically examined, he or she is provided with a quilt or a stuffed animal. Community outreach, education and awareness are an ongoing process for the CAIRE Center. The Coordinator provides community presentations and participates in awareness fairs to talk about child abuse, its effects, how to seek help when abuse is suspected, and information regarding services provided at the CAIRE Center. Often partners accompany the Coordinator in these outreach efforts to afford the public a varied perspective on these issues. Informational material is also provided whenever possible.

ATTACHMENT A

Resources for Pediatric Sexual Assault Examinations in Stanislaus County

This document is intended to act as a resource for all personnel dealing with complaints of acute and non-acute pediatric sexual assault victims in Stanislaus County.

This document, although attached to the Stanislaus County Child Abuse and Neglect Investigation Protocol, dated May 2010, is not to be considered a protocol for Stanislaus County, and should be used as a resource tool only.

The information provided on this document is subject to change without notice, and will be updated as needed to accommodate changes in the care of the Pediatric Sexual Assault Victim residing or occurring in Stanislaus County.

Scheduling medical examinations

The responding law enforcement officer will determine whether the case is acute or non-acute. Medical Screening Exams (MSE) for the acute sexual assault victim will be conducted by any Emergency Room Department which requires medical attention. Examples of injuries which constitute necessity for medical screening are, but not limited to, excessive bruising, active bleeding, twisting injuries, strangulation, swelling of any body part, or any other condition which the officer feels medical attention is needed.

Acute cases: Cases should be considered "acute" if the act was committed within the past 3 days. Law Enforcement should call Memorial Medical Center's Emergency Department at (209) 569-7600 and ask for a Charge Nurse to inquire if a Pediatric Sexual Assault Nurse Examiner (PSANE) is available for an evidentiary examination.

Non-acute cases: Cases should be considered "non-acute" if the act was committed 3 or more days ago. Law Enforcement should call Memorial Medical Center's Emergency Department at (209) 569-7600 and ask for a Charge Nurse to inquire if a Pediatric Sexual Assault Nurse Examiner (PSANE) is available for a non-acute evidentiary examination.

If law enforcement cannot determine if an exam is necessary or whether the case is acute or non-acute, Joanna Franks, Memorial's SART Coordinator, can be consulted via telephone number (209) 272-2457.

*In the event that a PSANE is unavailable in a timely manner to examine an acute case with non-life threatening injuries, the pediatric victim should be taken to either Oakland Children's Hospital or Madera Children's Hospital for an examination. If injuries are life-threatening or require immediate attention, patient should be taken to any Emergency Department for stabilization prior to evidence collection.

If the physical or laboratory findings are abnormal, and a second opinion is needed, patient should be transferred or referred to a children's specialty hospital.

Financial Responsibility: Law Enforcement Agencies should contact Memorial Medical Center's Physician Group, Certified Emergency Physicians (CEP) for physician compensation for the medical examination. Memorial Medical Center currently does not charge Law Enforcement Agencies for the evidentiary examination performed by their nurses.

Our signatures below signify our commitment of the Multi-Disciplinary Protocol for the investigation of child abuse in Stanislaus County.

Kathryn M. Harwell, Director
Community Services Agency

Tom Changnon
Stanislaus County Office of Education

Birgit Fladager
Stanislaus County District Attorney

Pamela Able, Superintendent
Modesto City Schools

Adam Christianson
Stanislaus County Sheriff

John P. Doering
Stanislaus County County Counsel

Brent Smith, Police Chief
Ceres Police Department

Mary Ann Lee, Managing Director
Health Service Agency

Randy Richardson, Chief of Police
Newman Police Department

Erin Kiely, Chief of Police Services
Riverbank Police Department

Lester Jenkins, Chief of Police
Oakdale Police Department

Mike Radford, Chief of Police Services
Waterford Police Department

Robert A. Jackson, Chief of Police
Turlock Police Department

Madelyn Schlaepfer, Ph.D., Director
Behavioral Health & Recovery Services

Daryn J. Kumar, Chief Executive Officer
Memorial Hospital

Jill Silva, Chief Probation Officer
Stanislaus County Probation Department

May Rico, Director
Haven Women's Center of Stanislaus County

Jeff Dirkse, Chief of Police
Patterson Police Department

Andy A. Roy, Chief of Police
Director of Public Safety
California State University, Stanislaus

Larry Seymour, Chief of Police Services
Hughson Police Department

Galen Carroll, Chief of Police
Modesto Police Department



Council Synopsis

February 9, 2016

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an addendum with Tyler Technologies, Inc., as successor-in-interest, to New World Systems for software and related services

2. DISCUSSION OF ISSUE:

Since 2009, the City of Turlock has utilized New World Systems software for Utility Management, Financial Management, Payroll and Human Resources and Community Development.

On November 16, 2015 New World Systems merged with and into Tyler Technologies, Inc., with Tyler being the surviving entity. Effective with this merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the agreement.

3. BASIS FOR RECOMMENDATION:

The addendum acknowledges that all references in any agreements with New World Systems shall now be understood to refer to Tyler Technologies.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services:
 - a. Enforce clearly stated and agreed upon standards.
 - b. Ensure accountability and measure progress.

Action Item:

2. Identify all existing contracts and identify management responsibility/oversight.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the addendum. This alternative is not recommended, as Tyler Technologies, Inc. has been named the surviving entity, and maintains the services and licensing to our management software.
-

ADDENDUM

This Addendum is made as of the last signature date set forth below ("Addendum Effective Date") by and between Tyler Technologies, Inc., a corporation in good standing under the laws of Delaware, with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler"), and the customer identified in the signature block (the "Customer").

WHEREAS, Customer selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Customer desire to update the Agreement with this Addendum.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Customer agree as follows:

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.
2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.
3. Until further notified by Tyler, the location of Customer's payments as set forth in the Agreement remains unchanged. Where Customer is required to provide notice under the Agreement, that notice shall be provided to:

Tyler Technologies, Inc.
 One Tyler Drive
 Yarmouth, ME 04096
 Attention: Associate General Counsel

4. Tyler represents that the Tyler signatory to the Agreement and this Addendum is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect, and this Addendum shall be governed by and construed in accordance with those terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Tyler Technologies, Inc.

Customer

Customer Name: Turlock, CA

By: *Abby Diaz*

By: _____

Name: Abby Diaz

Name: _____

Title: Associate General Counsel

Title: _____

Date: 1/6/2016

Date: _____

Customer Address:

OK for Agenda
[Signature]



CLAIM FORM

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

55 RECEIVED JAN 12 2015 City of Turlock Administrative Services

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

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Silvestre R Lopez

SS#: [REDACTED] DOB: 01-01-1962 Gender: Male [checked] Female

Claimant's address: 774 Rainer Way Turlock

Claimant's Telephone Number(s): (209) 386 2034

Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: 12-8-15

Date injuries, damages, or losses were discovered: 12-8-15

Location of incident/accident: 774 Rainer way

What did entity or employee do to cause this loss, damage, or injury? I didn't get notified that my truck was recovered - Till a week later (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Turlock Police Department

What specific injuries, damages, or losses did claimant receive? The cost of towing and storage of my truck. (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$670

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box: [checked] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Here a Receipt From towing Company. (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-12-16 Signature: [Signature]

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant



Physical: 106 E Street, Patterson, CA 95363
 Mailing: 1308 W. Linwood Avenue, Turlock, CA 95380
 Phone: (209) 892-6000 • Fax: (209) 667-1372
 CA 138258

22254

PO		Date 1-11-16	
Vendor		Prior Damage? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Name <i>S. Westin Lopez</i>		PAY METHOD	
Address <i>7741 Rainier way Turlock</i>		<input type="checkbox"/> Cash <input type="checkbox"/> Charge	
Phone Number <i>(209) 386-2034</i>		<input type="checkbox"/> Check	
VIN <i>59U</i>		<input checked="" type="checkbox"/> Credit <i>622678</i>	
Year <i>91</i> Make <i>Mazda</i> Model <i>B2200</i>		Odometer	
Driver <i>B. Go</i> Truck <i>1417</i>		License <i>4H41257</i>	
PPTA <input type="checkbox"/> CAL PARKS <input type="checkbox"/> CHP <input checked="" type="checkbox"/>		PPS SHERIFF REQUEST	
Location of Vehicle <i>Compl. Ave 1/4 Paradise Ave</i>			
Towed To <i>106 E St Patterson</i>			
Upon request you are entitled to receive a Towing Fees and Access Notice: Y022651 07			
<input checked="" type="checkbox"/> FLAT BED	<input type="checkbox"/> FLAT TIRE	<input type="checkbox"/> WINCHING	<input type="checkbox"/> BOARDS
<input type="checkbox"/> WHEEL LIFT	<input type="checkbox"/> JUMP START	<input type="checkbox"/> GO JACKS	<input type="checkbox"/> SWEEP
<input type="checkbox"/> ACCIDENT	<input type="checkbox"/> OUT OF GAS	<input type="checkbox"/> SNATCH BLOCKS	<input type="checkbox"/> MOTORCYCLE STRAPS
<input type="checkbox"/> EXTRACTION RECOVERY	<input type="checkbox"/> LOCK OUT	<input type="checkbox"/> DOLLIES	<input type="checkbox"/>
SERVICE TIME		TOW/HOOK-UP CHARGE	
Time In <i>3:12 PM</i>			
On Scene Time <i>3:22 PM</i>		SERVICE CALL CHARGE	
Finish Time <i>11:12 PM</i>			
STORAGE		MILES TO VEHICLE	
From <i>1-3-16</i>		FREE @	
To <i>1-11-16</i>		MILES TOWED	
Total Days <i>8</i>		FREE @	
Coverage <input type="checkbox"/> Y <input type="checkbox"/> N		FUEL PER GALLON @	
Overage? <input type="checkbox"/> Y <input type="checkbox"/> N		1 HOURLY CHARGE @ <i>150</i> <i>\$150.00</i>	
Comments/Remarks		8 STORAGE @ <i>65</i> <i>\$520.00</i>	
Signature <i>[Signature]</i>		LIEN	
		MISC.	
		TOTAL <i>\$670.00</i>	



Council Synopsis

February 9, 2016

5K

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$179,736 to various salary, benefits and equipment accounts per Exhibit "A" in 110-30-300 "Fire Services" from Fund 110 "General Fund" reserve balance for three (3) additional Firefighter positions as approved by Resolution No. 2015-268

2. DISCUSSION OF ISSUE:

On December 8, 2015 the City Council approved by Resolution 2015-268 the addition of three (3) full-time Firefighter positions in order to achieve a minimum of a 3-person engine company, per shift, per fire station.

3. BASIS FOR RECOMMENDATION:

This resolution appropriates the funding for this action to include salaries, benefits and safety gear for the three additional Firefighter positions, as well as the supplemental staffing overtime required until the new positions are filled.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: *Fiscal Responsibility*

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

3. Track, report on and propose appropriate budget amendments.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$179,736

Budget Amendment: Appropriating \$179,736 to various salary, benefit and equipment accounts as detailed in Exhibit "A" in 110-30-300 "Fire Services" from Fund 110 "General Fund" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve the appropriation. This alternative is not recommended as the addition of the three Firefighter positions were approved by the City Council on 12/8/15.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$179,736 TO VARIOUS SALARY, BENEFITS }
AND EQUIPMENT ACCOUNTS PER }
EXHIBIT "A" IN 110-30-300 "FIRE }
SERVICES" FROM FUND 110 "GENERAL }
FUND" RESERVE BALANCE FOR THREE }
(3) ADDITIONAL FIREFIGHTER POSITIONS }
AS APPROVED BY RESOLUTION NO. }
2015-268 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, on December 8, 2015 the City Council approved by Resolution 2015-268 the addition of three (3) full-time Firefighter positions in order to achieve a minimum of a 3-person engine company, per shift, per fire station; and

WHEREAS, staff is requesting the funding for this action to include salaries, benefits and safety gear for the three additional Firefighter positions, as well as the supplemental staffing overtime required until the new positions are filled.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$179,736 to various accounts as detailed in Exhibit "A" in 110-30-300 "Fire Services" from Fund 110 "General Fund" reserve balance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, 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

APPROPRIATION FOR THE ADDITION OF THREE FIREFIGHTERS						
Department						Amount
110	30	300	41001	Fire - Full Time Salaries	Addition of 3 Firefighters approved 12/8/15	\$35,334
110	30	300	42002	Fire - Medical Dental Plan	Associated benefit costs for 3 additional Firefighters	\$14,928
110	30	300	42003	Fire - Vision Insurance	Associated benefit costs for 3 additional Firefighters	\$207
110	30	300	42004	Fire - Long Term Disability	Associated benefit costs for 3 additional Firefighters	\$225
110	30	300	42005	Fire - Life Insurance	Associated benefit costs for 3 additional Firefighters	\$102
110	30	300	42007	Fire - Workers Comp Insurance	Associated benefit costs for 3 additional Firefighters	\$1,560
110	30	300	42008	Fire - City Liability Insurance	Associated benefit costs for 3 additional Firefighters	\$1,074
110	30	300	42009	Fire - PERS	Associated benefit costs for 3 additional Firefighters	\$12,687
110	30	300	42010	Fire - Medicare	Associated benefit costs for 3 additional Firefighters	\$513
110	30	300	42012	Fire - Retiree Health	Associated benefit costs for 3 additional Firefighters	\$2,205
110	30	300	42016	Fire - Employee Contribution to PERS	Associated benefit costs for 3 additional Firefighters	(\$3,180)
110	30	300	42001	Fire - Uniforms	Associated benefit costs for 3 additional Firefighters	\$825
110	30	300	41030	Fire - Public Safety Supplemental Staffing (OT)	Overtime costs until approved hiring	\$75,000
110	30	300	42007	Fire - Workers Comp Insurance	Associated benefit costs for Supplemental Staffing	\$3,289
110	30	300	42008	Fire - City Liability Insurance	Associated benefit costs for Supplemental Staffing	\$2,279
110	30	300	42010	Fire - Medicare	Associated benefit costs for Supplemental Staffing	\$1,088
110	30	300	44030 027	Minor Equipment New Recruit Safety Gear	New Firefighter safety gear	\$31,600
TOTAL						<u>\$179,736</u>



Council Synopsis

February 9, 2016

5L

From: Robert A. Jackson, Police Chief
Prepared by: Steven Williams, Police Captain
Agenized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement, as well as future renewal agreements, between the City of Turlock and NorCal Services for the Deaf and Hard of Hearing to provide sign language interpretation services on an on call basis as needed by Turlock Police staff, in an amount not to exceed \$5,000

2. DISCUSSION OF ISSUE:

The Turlock Police Department makes every effort to maintain open lines of communication with the public we serve. Staff has identified a need to enhance those lines of communication by entering into an agreement for sign language interpretation services on an on call basis.

NorCal Services for the Deaf and Hard of Hearing provides both planned and emergency interpretation services. Police staff recently experienced a need for this type of service; however, a service agreement is required prior to NorCal dispatching their staff to assist.

NorCal provides communication services to remove communication barriers to both parties involved. This includes individuals, businesses, and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act, and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing, or deaf-blind persons.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for agreements.

Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety

General Principles:

7. Effective communication is critical to the ability to respond to emergencies as well as routine public safety needs

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: 110-20-210.43060_000 "Contractual Services – General" – in an amount not to exceed \$5,000

Charges will occur when/if services are provided. There will be no charge unless services are used.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement. This alternative is not recommended.

NORCAL

SERVICES FOR DEAF & HARD OF HEARING

4708 Roseville Road, Suite #111 North Highlands, CA 95660

(916) 349-7525 Voice/TTY * (916) 349-7578 Fax

www.norcalcenter.org * dispatch@norcalcenter.org

Dear VALUED CUSTOMER,

Thank you for choosing NorCal Services for Deaf and Hard of Hearing (NorCal) for your sign language interpreting and real time captioning needs.

NorCal provides sign language interpreting and real time captioning services that ensure effective communication with Deaf, deaf, hard of hearing, Deaf-Blind, hereinafter Deaf/HOH, persons and help businesses and employers comply with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and other state and federal laws. All NorCal interpreters and captioners are qualified professionals with extensive experience providing communication services in a wide variety of settings. NorCal interpreters are held to high standards of professionalism and ethical conduct as encoded in the NAD-RID Code of Professional Conduct and required to participate in continuing education. For more information on the NAD-RID Code of Professional Conduct. For more information, please visit www.rid.org. In addition to following the NAD-RID Code of Professional Conduct, NorCal interpreters have been background checked and are HIPAA Compliant.

NorCal is a non-profit, community-based organization serving Deaf and hard of hearing individuals, their families and the general public in 24 northeastern counties of California since 1977. Revenues earned go to support services that assist Deaf and hard of hearing individuals to find jobs, live independently and have communication access. For the greater community, NorCal provides information and referral, sensitivity training and community outreach at no cost.

We are reaching out to all of our customers to update and renew our existing service agreement. Attached is our 2015 Service Agreement which includes our current fee schedule, policies and procedures for requesting an interpreter and real-time captioner. Please complete, sign and return the 2015 Communication Services Agreement, Signatory Page as soon as possible to update your account.

For your requesting convenience, NorCal has an Internet Interpreter Scheduling System. You and your staff will now be able to make requests on our secure scheduling system. Please see the attached introductory letter and registration form.

If you have any questions or concerns you may contact us by phone at 916-349-7525 or by email at CommManagers@norcalcenter.org. Thank you for your continued business and we look forward to working with you.

Sincerely,

Molly D. Bowen
Program Manager

Susan G. Snapp
Program Manager

Marlowe J. Wilson
Program Manager

2015 COMMUNICATION SERVICES AGREEMENT

NorCal Services for Deaf and Hard of Hearing
4708 Roseville Road, Suite 111
North Highlands, CA 95660-5172

COMMUNICATIONS DEPARTMENT

(916) 349-7525 MAIN v/tty
(209) 474-8996 Stockton/Modesto
(916) 993-3353 Videophone
(916) 349-7578 Fax

dispatch@norcalcenter.org Email

BILLING INQUIRIES

(916) 349-7507 Direct
AR@norcalcenter.org Email

NORCAL office hours are from 8:00 a.m. to 5 p.m. from Monday through Friday.
We observe all state and federal holidays.

AFTER HOURS EMERGENCY INTERPRETING SERVICES • 800-504-3009

PARTIES:

AGREEMENT made this ___ day of _____ 20___, by and between:

NorCal Services for Deaf and Hard of Hearing, hereinafter referred to as "NORCAL". and

_____ hereinafter referred to as "CUSTOMER", of

CUSTOMER ADDRESS CITY STATE POSTAL CODE

DESCRIPTION OF SERVICES:

NORCAL provides communication services to remove communication barriers to both parties involved. This includes individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, NORCAL agrees to provide communication services upon request to CUSTOMER. CUSTOMER agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by NORCAL on an as-needed basis.

DEFINITIONS:

Business Hours: Monday through Friday, between 8:00 a.m. to 5:00 p.m. excluding weekends and holidays.

After hours: Monday through Friday after 5:00 p.m. and before 8:00 a.m., weekends, and Holidays.

OK for Agents
[Signature]

Emergency Interpreting : Any request for services with less than 24 business hours from date and time of services needed.

After-Hour Emergency Interpreting: On-Call Interpreters are available every day afterhours 5:00pm to 8:00am specifically for medical, mental health and law enforcement emergencies only.

Portal to Portal: For After-Hours Emergency requests; billing starts from when the interpreter is dispatched and has left their home to your location, and ends when the interpreter arrives back at their home upon the completion of the assignment.

Communication Services:

- | | |
|--|---|
| <input type="checkbox"/> ASL/spoken English Interpreting | <input type="checkbox"/> Deaf-Intermediary Interpreting |
| <input type="checkbox"/> Oral Interpreting | <input type="checkbox"/> Real-Time Captioning |
| <input type="checkbox"/> Tactile Interpreting | <input type="checkbox"/> Emergency Interpreting |
| <input type="checkbox"/> Team Interpreting | <input type="checkbox"/> Legal Interpreting |
| <input type="checkbox"/> Video Remote Interpreting | <input type="checkbox"/> Performance Interpreting |

Description of Services: (see Appendix A)

CONDITIONS, RATES AND SERVICES

The following conditions, rates and services apply for all communication services.

CANCELLATION POLICY AND FEES

Written Notice Required

CUSTOMER must provide **written** notice of cancellation at least 24 business hours in advance by fax (916) 349-7578 or E-Mail dispatch@norcalcenter.org to avoid incurring fees.

The cancellation notice must be **received** by our office during our business hours, 8:00 AM - 5:00 PM, Monday through Friday, excluding weekends and holidays.

For example, our office needs to receive written notice of cancellation before 2:00 PM on Friday for an assignment at 2:00 PM on Monday.

No Show Policy

Deaf/hard of hearing consumer's failure to appear for the scheduled does not release the CUSTOMER from the responsibility of full payment for secured services requested. The full cost of the **time requested** will be billed to the CUSTOMER per NorCal's cancellation policy. NorCal does not bill the Deaf or hard of hearing consumer.

MEAL PERIODS

Requests that are 5 hours or more in duration in one day will be billed to include the meal period.

SIGN LANGUAGE INTERPRETER / TEAM INTERPRETING

NORCAL reserves the right to determine if an assignment based on its length or complexity requires Team Interpreting (two interpreters rotating at intervals of 20 to 30 minutes).

Generally, assignments exceeding 2 hours or any assignment with continuous non-stop

presentations (lectures, presentations even if under two hours), meetings, groups will require team (2 or more) interpreters. CUSTOMER will be contacted with advance notice if two or more interpreters are required to fulfill the request appropriately.

INVOICES

Invoices are sent twice monthly via electronic means.

Paper Invoicing:

To request paper invoices, contact Cruz Siaz at AR@norcalcenter.org.

Remittance for Service

Payment of invoice(s) is due within 30 days of receipt, payable to NorCal Services for Deaf and Hard of Hearing.

Third Party Billing

NorCal does not bill third parties or the Deaf or hard of hearing consumer.

INDEPENDENT CONTRACTOR STATUS

American Sign Language Interpreters and Real Time Captioners provided to CUSTOMER by NORCAL function in an independent capacity, and not as officers, employees or agents of the CUSTOMER.

VIDEO AND AUDIO TAPING OF INTERPRETERS

Prior approval by NORCAL is required for videotaping or audio recording of sign language interpreters. Interpreters are instructed to leave the premises if being videotaped or recorded without prior approval.

RIGHT TO REFUSE SERVICE

NORCAL reserves the right to refuse provision of services if NORCAL has reason to believe that an assignment would compromise the health and safety of an interpreter or prevent the interpreter from rendering the message faithfully and accurately as required by the NAD-RID Code of Professional Conduct.

REQUESTING SERVICES

Online Scheduling System (Preferred):

Sign up by completing the attached online scheduling registration form.

Other Methods: (Requires one business day for reply/confirmation)

Send completed Communication Services Request Form (CSR) to 916-349-7578 by FAX or dispatch@norcalcenter.org by EMAIL

For assistance accessing required request forms please contact us at 916-349-7525.

Communication Service Request forms must be completed in full to include but not limited to the following:

- Authorization for payment of services: Department name, P.O.#, Vendor#, Supervisor name, etc.
- Accurate information for service, including complete address, time and date, nature of assignment, contact person and telephone number
- Name of the Deaf or hard of hearing individual, last 4 numbers of social security #, medical record # and/or Date of Birth
- Any pertinent details such as requestor's and service providers contact info, etc.

Requests for communication services are subject to the availability of staff and subcontractors. Due to the high demand for services, it is recommended that interpreting and captioning requests be made at least 10 business days in advance.

Note: Any service provided with less than 24- business hours' notice will be billed at the emergency rate.

AFTER HOURS EMERGENCY INTERPRETING SERVICES

Contact our after-hours service at 1-800-504-3009 for EMERGENCY service requests outside of business hours.

Requesting After- Hours Emergency Interpreting Services

Emergency requests will only be accepted from the CUSTOMER, i.e. Law Enforcement, Hospital or Mental Health personnel. Requests will not be accepted from the Deaf or hard of hearing consumer or patient.

Answering Service Process - Dispatching Interpreters

Our answering service will contact the on-call interpreter. The interpreter will then contact the CUSTOMER to confirm the request for interpreting service prior to dispatch. Cost of service is incurred to CUSTOMER when an interpreter is dispatched; portal to portal charges will apply. The interpreter will arrive approximately within one hour of dispatch.

In the case of more than one emergency at a time, NorCal will work diligently to find a second interpreter.

DO NOT CALL THIS LINE TO MAKE OR CANCEL APPOINTMENTS. This line is for medical, mental health and law enforcement emergencies requiring immediate response.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2015 Communication Services Agreement Signatory Page

By signing below, you are agreeing to be responsible for all charges incurred related to communication services in accordance with current Conditions, Rates and Services, updated November 1, 2015, established by NORCAL SERVICES FOR DEAF AND HARD OF HEARING, INC. and authorizing NORCAL SERVICES FOR DEAF AND HARD OF HEARING to bill you upon written request from your office or organization for charges incurred related to communication services. A completed Communication Service Request form (CSR) from the CUSTOMER will be deemed sufficient authorization for services and billing. NORCAL will not contact the CUSTOMER to confirm authorization. CUSTOMER's Accounts Receivable Department is responsible for updating their contact information with NorCal Services for Deaf and Hard of Hearing. This form will be renewed annually.

To terminate authorization, written notification of cancellation is required. Termination of authorization will be effective one business day following receipt of notification.

NOTE: Notice of cancellation of any request for services must be in writing via email or fax. Written cancellation received less than 24 business hours in advance of the requested services will be billed at the current rate for the full duration of time requested. You have the option to submit this signatory page and future requests with an electronic signature. By submitting this signatory page and future requests by electronic means, you understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

AUTHORIZING AGENT

AGENCY NAME	MAILING ADDRESS
PHONE NUMBER	CITY, STATE, ZIP CODE
FAX NUMBER	E-MAIL ADDRESS
AUTHORIZED AGENT NAME (please print)	TITLE
AUTHORIZED AGENT SIGNATURE	DATE

ACCOUNTS PAYABLE CONTACT INFORMATION

ACCOUNTS PAYABLE NAME	BILLING ADDRESS	
PHONE NUMBER	CITY, STATE, ZIP CODE	
FAX NUMBER	E-MAIL ADDRESS	ELECTRONIC INVOICE ADDRESS

Invoices are sent electronically. To request paper invoices, contact ar@norcalcenter.org.

NORCAL COMMUNICATION SERVICES Appendix A

ASL/Spoken English Interpreting

A hearing interpreter who uses ASL and spoken English to communicate for both Deaf and hearing consumers.

Oral Interpreting

Oral Interpreters are utilized by Deaf or hard of hearing individuals who use speech reading and speech for communication and do not use sign language. Oral interpreters transliterate the spoken words by mouthing the speaker's words. Oral interpreters may also use facial expression, body movement and natural gestures, or substitute words for those that are difficult to speech-read. Generally the oral interpreter does not use sign language during interpreting.

Team Interpreting

Interpreting demands constant mental and physical stamina to interpret from spoken English to a manual language and vice versa, therefore some assignments, particularly those that are lengthy or complex will require a team of two (2) interpreters rotating at twenty to thirty minute intervals. Generally, assignments exceeding 1 hour will require a team of two (2) interpreters.

Tactile Interpreting

Tactile interpreters are utilized by individuals who are Deaf and blind. Tactile interpreters communicate with Deaf-blind individuals by signing in close proximity to the client, signing or finger-spelling in the person's hands.

Video Remote Interpreting

Video Remote Interpreting utilizes video conferencing technology that enables you and your Deaf client/consumer to access sign language interpreting through the internet on your computer, laptop or television monitor and webcam.

Legal Interpreting

From Registry of Interpreters for the Deaf (RID) – Standard Practice paper on Legal Interpreting:
Legal interpreting encompasses a range of settings in which the Deaf person interacts with various parts of the justice system. Legal interpreting naturally includes court interpreting; however, a legal interpreter's work is not restricted to the courtroom. Rather, legal interpreting occurs during attorney-client conferences, investigations by law enforcement, depositions, witness interviews, real estate settlements, court-ordered treatment and education programs and administrative or legislative hearings. Legal interpreting requires highly skilled and trained specialists because of the significant consequences to the people involved in the event of a failed communication. Deaf people have a legal right to a qualified interpreter, and in legal settings, a qualified legal interpreter will have a specific skill set to ensure that the Deaf person's right to be present and participate is not compromised. (Please see www.rid.org)

Deaf Interpreter

A Certified Deaf Interpreter (CDI) or Qualified Deaf Interpreter (QDI) is used when the communication mode of a Deaf consumer is so unique that it cannot be adequately accessed by interpreters who are hearing, such as when the Deaf individual uses idiosyncratic non-standard signs or gestures. A CDI/QDI works in a team with an ASL/spoken English (hearing) interpreter. In such situations, a Deaf/hearing interpreter team communicates more effectively than a hearing interpreter alone.

EMERGENCY Interpreting Services

NorCal maintains a registry of sign language interpreters who are on-call 24-hours a day/7-days a week for emergencies. Requests from medical, mental health and law enforcement agencies, requiring an immediate response are given top priority.

Real-time captioning (RTC) / Computer-Aided Real-time Translation (CART) services

RTC/CART services are provided by a professional captioner or court reporter who simultaneously "translate" the spoken words into English text on a computer screen or digital projector screen to be read by the deaf or hard of hearing individual. Such service may be provided remotely.

Performance Interpreting

A team of interpreters work together to provide a cohesive interpretation to achieve a dynamically equivalent experience of the theatre or musical artist performance.

NorCal Services for Deaf and Hard of Hearing Communication Services
NON-LEGAL FEE SCHEDULE, Effective 11/01/15

Sign Language, Deaf and Oral Interpreting	\$125.00 per hour, per Interpreter	1 hour minimum	Same rate applies to teamed interpreting assignments
Performance Interpreting	\$125.00 per hour, per Interpreter	4 hour minimum	Additional fees vary for required time of advance rehearsal, script analysis and translation of theatre production and musical set lists
Tactile Interpreting	\$130.00 per hour, per Interpreter	1 hour minimum	Same rate applies to teamed interpreting assignments
Real-time Captioning	\$125.00 per hour per Captioner	2-hour minimum	\$85 Transcription Fee minimum (cost varies depending upon complexity and size of your meeting)
Emergency Interpreting	\$175.00 per hour Portal to Portal	2-hour minimum	Cost incurred upon dispatch of interpreter
Video Remote Interpreting	\$30.00 per 15-minute increment	15-minute minimum	
Lodging	Pricing varies on hotel costs	NA	Assignments out of the interpreter's service area that requires an overnight stay.
Extensive Travel	\$50 per hour	NA	Assignments 45 or more miles (one way) out of Sacramento.
FLAT RATES FOR MULTI-HOUR ASSIGNMENTS (DOES NOT apply to emergency, performance, legal and real time captioning requests)			
3-5 hours	\$300 per assignment, per interpreter		
6 hours	\$360 per assignment, per interpreter		
7 hours	\$420 per assignment, per interpreter		
8 hours	\$480 per assignment, per interpreter (Note: over 8 hours will be billed at \$60/hr per interpreter).		

FEES ARE SUBJECT TO CHANGE. Thirty days advanced written notice of rate changes will be provided.

Overtime Charge: In the event that an assignment continues beyond the requested time, additional charge, pro-rated at 15-minute increments, will apply.

Less than 24-hour Notice of Cancellation: CUSTOMER WILL be charged for entire cost of requested interpreting service.

Written 24-hour Advanced Notice of Cancellation: CUSTOMER WILL NOT be charged for requested interpreting service.

Emergency Rate: Emergency rate per interpreter will apply to any service, including non-emergency service, provided with less than 24 hours of the service request.

NorCal Services for Deaf and Hard of Hearing Communication Services
COURT & LEGAL FEE SCHEDULE, Effective 11/01/15

COURT Interpreting HALF-Day	\$206.56 per Interpreter	8am-12pm or 1pm-5pm	Same rate applies to teamed interpreting assignments
COURT Interpreting FULL-Day	\$332.23 per Interpreter	8am-5pm	Same rate applies to teamed interpreting assignments
Other LEGAL Interpreting (ie: deposition, police interview, attorney/client meetings, mental health/SSA hearings, etc.)	\$150.00 per hour, per Interpreter	1-hr minimum	Same rate applies to teamed interpreting assignments
Real-time Captioning (RTC)	\$125.00 per hour, per Captioner	2-hour minimum	\$85 Transcription Fee Minimum (cost varies depending upon complexity and size of your meeting)
Video Legal Interpreting: COURT Interpreting HALF-Day	\$206.56 per Interpreter	8am-12pm or 1pm-5pm	Same rate applies to teamed interpreting assignments. (No mileage or extensive travel charge.)
Video Legal Interpreting: COURT Interpreting FULL-Day	\$332.23 per Interpreter	8am-5pm	Same rate applies to teamed interpreting assignments. (No mileage or extensive travel charge.)
Video Legal Interpreting: (Non-Court)	\$37.50 per 15 min increment, per Interpreter	30 minute minimum	Same rate applies to teamed interpreting assignments. (No mileage or extensive travel charge.)
Mileage	\$0.575 cents per mile, per Interpreter	Portal to Portal	Same rate applies to teamed interpreting assignments
Lodging	Rate varies depending on Hotel fees	NA	Assignments 120 miles or more (one way) may require overnight stay.
Extensive Travel	\$35 per hour, per Interpreter	Portal to Portal	Assignments 45 or more miles (one way) from Interpreter home/business.

FEES ARE SUBJECT TO CHANGE Thirty days advanced written notice of rate changes will be provided.

Overtime Charge: In the event that an assignment continues beyond the requested time, additional charge, pro-rated at 15-minute increments, will apply. (Courts will be charged FULL-Day rate over 4 hours.)

Less than 24-hour Notice of Cancellation: CUSTOMER WILL be charged for entire cost of requested interpreting service.

Written 24-hour Advanced Notice of Cancellation: CUSTOMER WILL NOT be charged for requested interpreting service.

Emergency Rate: Emergency rate of \$175 per hour per interpreter will apply to any legal service, including non-emergency service, provided with less than 24 hours of the service request.

COMMUNICATION SERVICES REQUEST FORM

NorCal Services for Deaf and Hard of Hearing - Voice/TTY (916) 349-7525 • FAX (916) 349-7578

AFTER HOURS EMERGENCY INTERPRETING SERVICES • 800-504-3009

Billing is based on 1-hour minimum. Be accurate when indicating START and END times.

Services are provided on request, subject to the availability of staff and independent contractors.

This form must be filled out LEGIBLY and COMPLETELY. Illegible and incomplete forms will be returned.

Appointment Date: _____ Start Time: _____ AM/PM

Day of the Week: M T W TH F SAT SUN (circle) End Time: _____ AM/PM

Name of Requesting Agency: _____

Name of Requestor: _____ Phone: () _____

E-Mail Address: _____ FAX: () _____

TYPE OF SERVICES REQUESTED: (PLEASE CHECK)

- | | |
|--|---|
| <input type="checkbox"/> ASL/spoken English Interpreter | <input type="checkbox"/> Tactile Interpreter (Deaf-Blind) |
| <input type="checkbox"/> Deaf Interpreter | <input type="checkbox"/> Video Remote Interpreting |
| <input type="checkbox"/> Real-Time Captioning—Transcription yes <input type="checkbox"/> no <input type="checkbox"/> | <input type="checkbox"/> Oral Interpreter |
| <input type="checkbox"/> Specific Gender Required —Female <input type="checkbox"/> Male <input type="checkbox"/> | <input type="checkbox"/> Performance Interpreter (2) |

<p>Official Use Only: Appointment Number: Interpreter Names:</p>
--

ASSIGNMENT INFORMATION:

Name of Deaf/Hard of Hearing Consumer: _____

Case Name/Case No.: _____

Consumer Identification: (MRN/last 4 of SSN/DOB/P.O. No.): _____

Name of Facility/Agency/Location: _____

Appointment Address/Location: _____

Street: _____ City: _____ Zip: _____

Dept./Floor: _____ Cross Street: _____

Doctor/
Provider's Name: _____ Specific Reason for
Appointment: _____

Site Contact Person: _____ Phone: () _____

BILLING INFORMATION:

BILL TO: _____ Attn: _____

COST CODE/Division/Dept. Name: _____

Street: _____ City: _____ Zip: _____

REQUIRED SIGNATURE:

REQUIRED SIGNATURE: By signing this request, you are agreeing to the terms and conditions in the Service Agreement and to pay for services requested/provided. By submitting this and future requests by electronic means, I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

Authorizing Signature Print Name Date

Email Address Phone Number:

CANCELLATIONS MUST BE IN WRITING.

NorCal Services for Deaf and Hard of Hearing does not bill third parties or the Deaf or hard of hearing consumer.

COMMUNICATION SERVICES LEGAL REQUEST FORM

NorCal Services for Deaf and Hard of Hearing - Voice/TTY (916) 349-7525 • FAX (916) 349-7578
SCAN/EMAIL TO DISPATCH@NORCALCENTER.ORG

~~AFTER HOURS EMERGENCY INTERPRETING SERVICES • 800-504-3009~~

Billing is based on 1-hour minimum. Be accurate when indicating START and END times.

Services are provided on request, subject to the availability of staff and independent contractors.

This form must be filled out LEGIBLY and COMPLETELY. Illegible and incomplete forms will be returned.

Appointment Date: _____ Start Time: _____ AM/PM

Day of the Week: M T W TH F SAT SUN (circle) End Time: _____ AM/PM

Name of Requesting Agency: _____

Name of Requestor: _____ Phone: () _____

E-Mail Address: _____ FAX: () _____

TYPE OF SERVICES REQUESTED: (PLEASE CHECK)

- ASL/spoken English Interpreter
- Deaf Interpreter
- Real-Time Captioning—Transcription yes no
- Tactile Interpreter (Deaf-Blind)
- Video Remote Interpreting
- Oral Interpreter

Official Use Only:
Appointment Number: _____

Interpreter Names: _____

ASSIGNMENT LOCATION: [Please list additional information on separate attachment]

Court or Firm/Agency Name: _____

Street Address _____ City _____ Zip Code _____ Dept/Suite/Floor# _____

Name of the Judge, Attorney (or Contact person): _____ Phone #: _____

ASSIGNMENT INFORMATION:

CASE NAME: _____ CASE #: _____

Name of DEAF client(s): _____ [] PLAINTIFF [] DEFENDANT [] WITNESS [] JUROR

Case Type: [] CRIMINAL [] CIVIL [] FAMILY [] ADMIN. [] TRAFFIC [] OTHER _____

Type of Proceeding: [] PRE-LIM [] TRIAL [] HEARING [] JURY DUTY [] DEPOSITION [] OTHER _____

BILLING INFORMATION: (fill out completely)

BILL TO: _____ Division/Dept #/Program Name: _____

Address: _____ City: _____ Zip: _____

REQUIRED SIGNATURE: By signing this request, you are agreeing to the terms and conditions in the Service Agreement and to pay for services requested/provided. By submitting this and future requests by electronic means, I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

Authorizing Signature: _____ Date: _____ Email Address: _____ Phone Number: _____

CANCELLATIONS MUST BE IN WRITING

NorCal Services for Deaf and Hard of Hearing does not bill third parties or the Deaf or Hard of Hearing consumers.

NorCal Internet Interpreter Scheduling System

NorCal is very excited to bring you on board with our new online scheduling system and we think you will find that it is user friendly and more efficient for keeping track of your requests and interpreter confirmations.

Once you complete the online scheduling system registration form, you will need to submit it to NorCal Communications Department in order to enroll you in the online system. Once this process is complete, you will receive a computer generated email.

The computer generated email will have your case-sensitive *User Name and Password*:
User Name: [first initial, last name] and Password: [unique, computer generated]

To access the site please click the link below, and then click on the "Log In Customers" button located at the top of the page. Next, type in the *User Name and Password* identified above into the appropriate boxes on the Log In screen.

Here is the website address: <https://www.gofluently.com/NorCal/>

Your first password is generated automatically for you by the computer. The first thing you should do is change your password to one you can easily remember. **PLEASE NOTE:** Your temporary password will only be viable for 7 days. You must change your password within the first few days of receiving your email notification.

You can change your password at any time by clicking on the "Change Password" link located on the left side of the "Welcome" screen. Simply type the new password of your choice into both boxes provided. Make sure you test your new password by logging out and back into the system. With our new Internet Interpreter Scheduling System, you will be able to manage every aspect of your requests with NorCal. The Internet Interpreter Scheduling System "Interpreter Platform" has its own User Manual. We encourage you to take some time to familiarize yourself with the many features available to you for managing your NorCal requests.

Please be aware that by accessing this site using your *User Name and Password* you are bound by the Terms and Conditions regulating the use of this website. To review the "Terms and Conditions" please login your *Username and Password* and click on the "Terms of Use" link on the bottom left hand side of your screen.

If at any time you have any questions, comments or technical issues please feel free to contact us via email at dispatch@norcalcenter.org or call (916) 349-7525 and we will be happy to help. We appreciate everything that you do and your commitment to providing equal access to our Deaf, Hard of Hearing and Deaf-blind Community.



NorCal Internet Interpreter Scheduling System
REGISTRATION FORM

Each system user, must have a separate registration form. Incomplete forms will not be processed.

Your Agency Name:	
Your Agency Address:	
Clinic/Venue Name and Address:	
Department:	
Requestor Full Name (First Name, Last Name):	
Employee ID #:	
Phone Number:	
Email Address:	
Supervisor Name:	
Email me when appointments are confirmed?	<input type="checkbox"/> yes <input type="checkbox"/> no
Email me when no interpreter is available?	<input type="checkbox"/> yes <input type="checkbox"/> no
Is Home Health Authorized Requestor?	<input type="checkbox"/> yes <input type="checkbox"/> no
Username (first initial/last name):	

REQUIRED SIGNATURE:

By signing this request, you are agreeing to the terms and conditions in the Service Agreement and the NorCal Internet Interpreter Scheduling System and to pay for services requested/provided. By submitting this registration form by electronic means, I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

Requestor Signature

Print Name

Date

Authorizing Supervisor's Signature

Print Name

Date



Council Synopsis

February 9, 2016

From: Michael I. Cooke, Interim City Manager

Prepared by: Kellie Weaver, City Clerk/Exec. Asst. to City Manager
Jennifer Land, City Clerk/Exec. Asst. to City Manager Trainee

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Superseding and replacing Council Resolution No. 2015-134 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

2. DISCUSSION OF ISSUE:

This Resolution contains a recommendation for augmentation of the fees charged by the City for various programs and services, to include the Parks, Recreation and Public Facilities' programs and services. The set costs for individual duties, services, and programs has been adopted and recorded in the City's Fee and Service Charge Revenue/Cost Comparison System, commonly referred to as the "MSI", pursuant to Turlock Municipal Code Section 3-3-301 et seq.

The recommended changes are based on the following:

ENGINEERING

Effective January 1, 2015, Senate Bill No. 1467, Chapter 400 Section 16 included Section 8771(d) of the Business and Professions Code was amended to read: "The governmental agency performing or permitting construction or maintenance work is responsible for ensuring that either the governmental agency or landowner performing the construction or maintenance work provides for monument perpetuation required by this section."

Based on this amendment, we have implemented an additional requirement in our permit process to ensure compliance with this legislation. All permit applicants, with projects potentially jeopardizing monuments, are required to contract with a Professional Land Surveyor to sign a certificate accepting responsibility for monument preservation within the bounds of the permitted construction area.

The proposed Monument Preservation Surveying Fee is to recover the costs associated with the City of Turlock Surveying Staff performing the monument preservation surveying activities for engineering construction permits. Utility Companies have expressed interest in the City of Turlock charging an additional fee on their permits for performing this service. All Utility Companies do not have Professional Land Surveyors on staff; therefore, it would require them to contract with a Professional Land Surveyor. Some Utility Companies do not have a large volume of permits to justify the need for a Contract Professional Land Surveyor.

The City does not currently have a funding mechanism to recover costs for this service. The fee has been established to cover the costs of staff time as a base fee and an additional cost for each monument. The amount of the flat fee will be determined and collected prior to issuance of the permit.

RECREATIONAL SERVICES

Due to new expenses associated with facility rental fees, an increase in contractor costs, and other operational changes, it has become necessary to increase some of our programming fees in order to offset the additional costs.

NOTE: Proposition 26 Compliance – The recommended augmentations to the schedule of fees and charges for City services pursuant to Turlock Municipal Code Section 3-3-301 et. seq. have met the test for Proposition 26 compliance. The proposed changes cannot be considered a “tax” as they pertain to costs of delivering specific services to the paying participant for a specific benefit or privilege for that participant – not charged for the benefit of others and as a governmental cost not exceeding the cost of delivering the specific service or program.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

#3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The specific fiscal impact of any individual change will be dependent on the frequency with which this service is provided in the 2015-16 and 2016-17 Fiscal Year. These recommendations are based on (1) the cost of providing the

service, and (2) Council's direction regarding cost recovery through the fee(s) charged.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decide not to accept staff's recommendations for fee changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPERSEDING }
AND REPLACING COUNCIL }
RESOLUTION NO. 2015-134 AND }
ADOPTING UPDATED COST RECOVERY }
PERCENTAGES AND THE SCHEDULE }
OF FEES AND CHARGES FOR CITY }
SERVICES, TO INCLUDE CITY }
RECREATIONAL SERVICES, PURSUANT }
TO TURLOCK MUNICIPAL CODE }
SECTION 3-3-301 ET SEQ. }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock has conducted an analysis of its services, the costs of providing those services, the beneficiaries of those services and the revenues produced by those paying fees and charges for those services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, pursuant to California State law, the specific fees to be charged for services must be adopted by the City Council after providing notice and holding a public hearing; and

WHEREAS, the augmentations in fees recommended meet the statutory exemptions set in Article XIII C of the California Constitution (as introduced through Proposition 26 – 2010).

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

- 1. Fee Schedule for Each Process** – The following schedule of fees and charges for general City services (Attachment A) and City Parks and Recreation specific services (Attachment B) is hereby directed to be computed by and applied by the various City departments, and to be collected for the herein listed special services when provided by the City or its designated contractors.
- 2. Separate Fee for Each Process** – All fees set by the Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund need not be made.

3. **Fee Schedule** – The fees listed on Attachment A and Attachment B supersede all prior fees and shall be charged and collected for the designated services.
4. **Interpretation** – This Resolution may be interpreted by the several City department heads in consultation with the City Manager and should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.
5. **Effective Date** – This Resolution shall go into full force and effect immediately.
6. **Invalidation of Fee(s)** - In the event that a court of competent jurisdiction invalidates the fee(s) set forth herein, the superseded fee resolution shall be automatically reinstated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

.....

ATTEST:

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

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
ADMINISTRATIVE SERVICES			
AD-13600	100%	Document Certification Service	\$10 per certification
AD-13700	100%	Agenda/Minute Mailing Service	City Council Subscribers: \$36.00/year Planning Commission Subscribers: \$20.00/year
BUILDING and INSPECTION SERVICES			
*All fees are adopted by separate resolution.			
NEIGHBORHOOD SERVICES			
N-05601	100%	Garage Sale Permit	Issued in Office: \$15.00 Issued in Field: \$20.00 Revenue allocated 75% to Recreation and 25% to Neighborhood Services
N-06900	100%	Lot Clearing Service	F.B.H.R. ⁶
N-07000	100%	Removal of Abated Vehicles	\$165.00 per vehicle
N-18200	100%	Noise Permit	\$50
CITYWIDE SERVICES			
CW-02800	20% ²	Appeal Processing	\$125.00
CW-03100	100%	Copies of Public Records	<p>Pages 1 – 15 :</p> <p>8½ x 11 page \$.00 (n/c)</p> <p>8½ x 14 page \$.00 (n/c)</p> <p>Pages over 15:</p> <p>8½ x 11 page \$.15 per page</p> <p>8½ x 14 page \$.15 per page</p> <p>FPPC documents (over 15 pages) \$.10 per page</p> <p>Color copies: \$ 1.50 per page</p> <p>Each 24" blueprint \$ 3.00 per sheet</p> <p>Each 36" blueprint \$ 4.00 per sheet</p> <p>Each 42" blueprint \$ 6.00 per sheet</p> <p>Plus postage costs if request is to be mailed</p> <p>If the request is to be faxed the cost is as follows:</p> <p>In-State for 1-5 pages \$ 1.50</p> <p>In-State for 6-10 pages \$ 2.50</p> <p>Out-of-State for 1-5 pages \$ 2.50</p> <p>Out-of-State for 6-10 pages \$ 3.50</p> <p>Requests in excess of 10 pages will be mailed or available for pick up at City offices.</p>

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CW-03100 Continued			See E-17900 for charges related to copies of Engineering maps. DVR copy of elected and/or appointed official meetings (when available) \$15/DVD
CW-03101	100%	Copies Requested through a Subpoena	F.B.H.R. ⁶ for retrieval, duplication, and processing, plus per-page cost for copies
ENGINEERING SERVICES			
E-00207	100%	Engineering Fees for Building Permit Review	F.B.H.R. ⁶ 0.25 hour minimum
E-00208	100%	Municipal Services Tree, Friability & Damage Inspection	\$75.00
E-02100	100%	Lot Line Adjustment	\$1,350.00 Charges include 2 reviews. Additional resubmittals are \$250.00 each.
E-02101	100%	Tentative and Vesting Tentative Parcel Map Applications	Residential: \$1,725.00 Nonresidential: \$1,725.00
E-02102	100%	Time Extensions Tentative and Vesting Tentative Parcel Map	Residential: \$975.00 Non-Residential: \$975.00
E-03200	100%	Final Map Checking	Subdivision Maps: \$2,675.00 Parcel Map (Res): \$1,825.00 Parcel Map (Non-Res): \$1,825.00 Charges include 2 reviews. Additional resubmittals are \$250.00 each.
E-03301	100%	Grading Plan Check Fee	0-10,000 cubic yards moved: \$2,540 10,000-100,000 cubic yards moved: \$2,540 plus \$134.00/ea/10,000 cy 100,000-200,000 cubic yards moved: \$3,880 plus \$114.00/ea/10,000 cy Over 200,000 cubic yards moved: \$5,020 plus \$89.00/ea/10,000 cy
E-03302	100%	Grading Inspection Fee	Ten Units/Lots or Less \$1,185.00 Subdivisions \$3,000.00
E-03303	100%	Parking Lot/On-Site Plan Check & Inspection Fee (Non-Residential)	Improved Value/Cost \$_____ x 3% Minimum Amount \$325.00 A deposit of \$325.00 due at plan submittal (credited on Grading Permit) Charges include 2 reviews. Additional resubmittals are \$250.00 each.
E-03400	100%	R.O.W. Street Abandonment/Easement Review Legal Description Provided by Applicant Legal Description Written by City	Charges include 2 reviews. Additional resubmittals are \$250.00 each. \$1,050.00 \$2,175.00

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E-17900	100%	Copies of Engineering Maps	<u>Black & White Maps</u> Zoning Map \$5.00 <u>Color Maps</u> Assessment Districts \$28.00 General Plan \$28.00 Sewer \$28.00 Storm Drain \$28.00 Water \$28.00 Zoning \$28.00 School Districts \$20.00 Charges for any other maps to be determined based on the nature of the request.
E-18000	100%	GIS Development Charges	Residential \$95.34/Unit Non residential \$286.02 / less than 50,000 sf \$476.70 / 50,000 sf and greater
E-18100	100%	An automation/record retention service charge shall be collected on all construction and land use development permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage and retrieval systems	7% of the applicable permit fee
E-18200	100%	Residential Parking Permit Fee	\$780.00
E-18300	100%	Assessment District Formation Charge	\$345.00
E-18400	100%	Impact Fee Deferral Charge	\$85.00
E-18500	100%	A monument preservation surveying service charge shall be collected on all engineering construction permits to be dedicated solely to the costs of surveying services to protect and preserve monuments in jeopardy within the bounds of the permitted construction	Base fee with one (1) monument \$708.46 Fee for each additional monument \$254.62
FINANCE SERVICES			
FN-10700	100%	New Utility Account Processing	\$5.00
FN-10901	67%	Utility Service Security Deposit (required if customer cannot provide a letter of credit from another utility with one-year good credit history OR does not have one-year good credit history with City of Turlock within past five years).	TMC 6-5-302 "The deposit will be equal to the charges for services likely to be incurred during a period of three (3) months or two (2) billing periods, whichever is greater."
FN-12300	100%	Refuse/Garbage Collection (Franchise Fee)	Rates Established Through Franchise Agreement Approved by City Council

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FN-13300	100%	New/Moved Business License Application Review	Application: \$50.00 Initial License Fee: \$30.00 State Disability Access Fee: \$1.00 (SB 1186 §4465) Any changes to business license application: No Charge Duplicate License: \$20.00 Regular Occupancy Inspection Application: \$50.00
FN-13500	100%	Returned Check Processing (NSF)	\$25.00 (first returned check) \$35.00 (second returned check)
FN-16800	100%	Utility Delinquency Fee (Water, sewer, and garbage)	Residential/Commercial: \$25.00 per delinquency Industrial: 10% of the delinquent monthly billing
FN-16900	100%	Utility Bill Payment Plan	\$20.00 plus 50% of outstanding charges due and payable at set-up time of payment plan
FIRE SERVICES			
F-04701	100%	Vehicle Repair Permit	\$35.00
F-06800	100%	Fire False Alarm Response	No charge for the first three false alarms within one calendar year. \$150 for each response after three within one calendar year.
F-07100	100%	Burn Regulation Enforcement	\$35.00 per permit
F-07200	100%	Developer Fire Flow Information	\$35.00 for information that can be answered over the phone or via the internet (e-mail). \$135.00 for information that will require some sort of field or general investigation. For special requests the charge will be based on the actual time involved charged at the Fully Burdened Hourly Rate.
F-07300	100%	Fire Report Copying	See Fee CW-03100
F-07400	100%	Fire Code Enforcement Inspection	No Charge for Initial Inspection and First Reinspection. Second and Subsequent Reinspections are \$135.00 each.
F-07500	100%	Fire Code Related Permit Review & Inspection	Based on the actual and estimated time involved at a rate of \$100.00 per hour.
F-07600	100%	Hazardous Material Permit Review	Based on the actual time involved at a rate of \$100.00 per hour.

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F-07700	100%	Target Hazard Inspection	\$100.00
F-07800	100% ⁴	State-Mandated Fire Inspection	\$100.00 per hour No charge for public schools.
F-07900	100%	Water/Flood Pumping and Clean-up	\$90.00
F-07901	100%	Fire Sprinkler Plan Check	Initial Plan Check - \$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.
F-07902	100%	Fire Alarm System Plan Review/Test	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.
F-08000	100%	Fire Suppression System Flow Test/Inspection	\$165.00 per riser plus \$1.25 per head If additional trips are required for testing due to a phased project or a site's unreadiness - \$165.00 per trip
F-08100	100%	Private Hydrant System Testing	\$50.00
F-08200	100%	Spilled Load Clean-up	F.B.H.R. ⁶
F-08300	100%	Flammable Liquid Tank Plan Review	\$100.00 per hour
F-08400	100%	Tank Installation Inspection	\$100.00 per hour for plan check and inspection plus \$35.00 for Fire (Tank) Permit
F-08401	100%	Tank Removal or Repair Inspection	\$100.00 per hour for plan check and inspection plus \$35.00 for Fire (Tank) Permit
F-08500	100%	Special Fire Service	F.B.H.R. ⁶
F-08600	100%	Fireworks Stand Permit Review	\$200.00
F-08700	100%	Hood and Duct System Plan Check and Inspection	\$100.00 per hour for plan check and inspection
F-15400	100%	Fixed Medical Gas System Inspection	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.
F-16200	100%	Vehicle Spray Paint Booth Inspection	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.
F-16300	100%	Residential Fire Sprinkler System Inspection	\$100.00 per hour If the plan requires outside consultation - \$25.00 administrative processing fee each time the plan is sent out.

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F-16400	100%	An automation/record retention service charge shall be collected on all fire permits to be dedicated solely to the costs of permit/inspection service automation, permit tracking system, and permit data collection, storage, printing, and retrieval systems.	\$50.00 per permit
F-17200	100%	Fire Building Plan Check (for fire requirements)	\$100.00 per hour
F-18100	100%	General Fire Permits (not otherwise listed above)	\$35.00
F-18300	100%	Fire Occupancy Inspection	\$100.00 per hour
F-18900	100%	Apparatus Charge Out Rate	\$71.00 per hour
F-19400	100%	Tent/Canopy Permit Application	Permit \$35.00 Inspection Fee \$100.00
MUNICIPAL SERVICES			
M-10800	100%	Utility Location Identification	No Charge
M-10900	100%	Water Service	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5.
M-11000	100%	Water Service Installation	Set by Ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11100	100%	Water Service Reinstatement/Reconnection – New Service and Delinquent Accounts	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11101	100%	Water Service Reinstatement/Reconnection – Repair/Emergency Requests	Set by ordinance and codified in Turlock Municipal Code Chapter 6-5
M-11200	100%	Water Meter Testing	\$25.00 per test
M-11300	100%	Back-Flow Device Testing	\$35.00 plus F.B.H.R. ⁶ and materials
M-11400	100%	Water Pressure Testing	\$25.00 per test
M-11500	100%	Water Sample Testing/Lab Analysis	\$95.00 for first test; additional concurrent tests at F.B.H.R. ⁶ plus materials
M-11600	100%	Well Abandonment Processing	No Charge
M-11700	100%	Sewer Service	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11800	100%	Sewer Installation	Set by ordinance and codified in Turlock Municipal Code Chapter 6-4
M-11900	100%	Sewer Stoppage Investigation	F.B.H.R. ⁶
M-12000	100%	Sewer Dye Testing	\$180.00 per request
M-12100	⁵	Wastewater Monitoring/Surveillance/Inspection	Incorporated into M-11700 Industrial Rate Structure

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M-12200	100%	T.V. Inspection of Development	\$1.10/linear foot
M-12400	100%	General Utility Street Usage (Franchise Fee)	Rates Established through Franchise Agreement Approved by City Council
M-12500	100%	Street Light Maintenance Labor Materials Electricity	F.B.H.R. ⁶ Actual Cost Actual Cost per Utility Company
M-12600	100%	Median and Parkway Maintenance	F.B.H.R. ⁶ Materials per Actual Cost
M-12700	100%	Street Tree Maintenance	Rates Established through a Contract Agreement Approved by City Council
M-12800	100%	Street Sweeping	Rates Established through a Contract Agreement Approved by City Council
M-12900	100%	Alley Maintenance	F.B.H.R. ⁶
M-13100	100%	Storm Drainage Maintenance	Established by Separate Resolution of the City Council in Conjunction with Sewer Rates
M-13200	100%	Special Traffic Marking Service	F.B.H.R. ⁶
M-16400	100%	Septic Tank Closure Inspection	Deposit of \$500.00 (refundable upon verification of closure of tank) Closure Inspection Fee: \$50.00
M-17300	100%	Water Main Tap Fee (New and Existing Main)	2" or less \$337.00 4" – 12" \$550.00
M-17400	100%	Water Tee (New and Existing Main)	4" – 8" \$1,200.00 10" – up \$1,450.00
M-17401	100%	Water Tie-In	4" – 8" \$ 500.00 10" and up \$ 700.00
M-17490	100%	Reduced Pressure Backflow Device Installation (installed by contractor)	A \$500 deposit is required when a backflow device is installed by a contractor at the City's request. The deposit will be collected as part of the Water/Sewer permit and is refundable only after the backflow device has passed inspection by the City of Turlock. A deposit is not required when the backflow device is installed as part of a grading permit.
M-17500	100%	Reduced Pressure Backflow Device Installation	1" or less \$2,994.00 1.5" \$2,616.00 2" \$2,410.00
M-17501	100%	Double Check Installation	1" \$1,830.00 Fee for greater than 1" to be estimated
M-17600	100%	Water Meter Drop In (Meter and Endpoint Only) (Meter box already in place)	1" or less \$295.00 1.5" \$476.00 2" \$545.00

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M-1800	100%	Fire Hydrant Meter (for off-site construction fee)	A deposit of \$800.00 will be collected for the rental of a fire hydrant meter. The deposit shall be refunded, less the amount for water used and the meter rental fee, upon return of the meter in good condition.
M-19500	100%	Inspection Fee	Inspections include, but are not limited to backflow installation, water connections and/or sewer connections. Initial Inspection Fee: \$150 Will be collected as part of the Water/Sewer permit. Additional inspections will be charged at F.B.H.R. ⁶
M-19600	100%	Construction Plan Review	FBHR ⁶ (minimum of .25 hours)
PLANNING SERVICES (fees include 15% Records Management Fee)			
P-00700	100%	Minor Administrative Approval (MAA)	Site Plan Review/ Large Family Day Care/ New Christmas Tree/Pumpkin Lots*: \$400.00 Renewal Christmas Tree/Pumpkin Lots*: \$195.00 <i>*plus a \$500 refundable cleaning deposit</i> Sign Permit (except freestanding signs): 1 st Sign: \$115.00 Each additional sign: \$ 35.00 MAA Time Extension, Sign Reface, and Temporary Sign Permit: \$35.00
P-00800	100%	General Plan Amendment/ Specific Plan/ Master Plan Adoption or Amendment ⁷	F.B.H.R. ⁶ applied to a deposit of \$11,600.00
P-00900	100%	Prezone ¹¹	0-10 Acres* \$5,610.00 11-20 Acres* \$7,610.00 >20 Acres* \$9,295.00 <i>*excludes State Board of Equalization and LAFCO Fees</i>
P-00901	100%	Rezone ⁷	F.B.H.R. ⁶ applied to a deposit of: Minor (<5 Acres) \$6,740.00 Major (>5 Acres) \$8,250.00
P-00902	100%	Turlock Municipal Code Zoning Ordinance Text Amendment ⁷	F.B.H.R. ⁶ applied to a deposit of \$7,900.00
P-01000	100%	Variance Application	\$2,785.00

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P-01200	100%	Development Agreement Review ⁷	F.B.H.R. ⁶ applied to a deposit of \$13,540.00
P-01300	100%	Planned Development Application ^{7f}	F.B.H.R. ⁶ applied to a deposit of: Application Review: Including Rezone Fee Minor \$9,875.00 Major \$12,785.00 Amendment: Minor \$4,940.00 Major \$6,505.00 Existing Development (<i>change in standard only</i>) \$6505.00
P-01500	100% ¹	Conditional Use Permit Review (<i>includes CUP amendments</i>)	Minor: \$3,890.00 Medium: \$6,505.00 Major: \$9,530.00
P-01900	100%	Time Extension Review (<i>no change in project description</i>)	Tentative/Vesting Tentative Subdivision Maps: \$2,405.00 CUP Time Schedules: \$2,440.00 MDP Time Schedules: \$2,020.00 PD Development Schedules: \$3,205.00
P-02000	100%	Application Continuance Hearings	\$390.00
P-02100	100%	Appeal to Planning Commission	\$550.00
P-02200	100%	Tentative and Vesting Tentative Subdivision Map Application ¹²	0-10 Acres: \$7,190.00 11-20 Acres: \$10,075.00 21-50 Acres: \$12,865.00 >50 Acres: \$15,370.00
P-02300	100%	Street Name Changes after Tentative Map Approval	0-10 Acres: \$220.00 11-20 Acres: \$295.00 21-50 Acres: \$365.00 >50 Acres: \$440.00
P-02500	100%	Minor Discretionary Permits (General)	Minor: \$2,670.00 Medium: \$4,760.00 Major: \$7,600.00 Amendments: \$1,710.00

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P-02501	100%	Minor Discretionary Permits (Other)	Historical Site Contracts \$940.00 Minor Exceptions \$1,010.00 Outdoor Dining \$930.00 --if police clearance is required for alcohol sales, add \$110.00 Sign Program (includes freestanding signs): Minor \$700.00 Major \$1,625.00
P-02600	100%	Temporary Use of Land Permit (TULP)	No Circulation Required (base fee) \$145.00 Add to base fee, if required: - Circulation to City Departments/Outside Agencies \$100.00 - Circulation to Neighbors \$50.00
P-02700	100%	CEQA Review: Negative Declaration / Mitigated Negative Declaration / EIR ¹⁰ <i>(Recording and Department of Fish and Game Fees not included)</i>	Notice of Exemption (customer request) \$195.00 Addenda to a Negative Declaration or Mitigated Negative Declaration \$1,020.00 Negative Declaration \$1,925.00 Mitigated Negative Declaration \$3,950.00 Mitigated Negative Declaration with special studies: \$6,015.00 EIR Contract Management/Oversight: 17% of EIR cost
P-02900	100%	Zoning Verification Letter - Zoning Verification Only - Property Research Letter (response to a specific list of questions) ⁷	\$85.00 F.B.H.R. ⁶ applied to a deposit of \$100.00
P-03000	100%	Home Occupation Permit Review	\$90.00 \$115.00 if police approval required
P-17100	100%	Zoning Certificate	\$85.00
P-17800	100%	Planning Review of Building Permits for Single – Family Homes: Custom Home Plan Review Master Plan Review Lot Specific Plot Plan Review for a Master Plan Unit	F.B.H.R. ⁶ F.B.H.R. ⁶ \$80.00 per residential unit

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P-18600	100%	Planning Review of Building Permits for Multi-Family / Commercial / Industrial	F.B. H.R. ⁶ plus \$325.00 for Landscape Review and Building Inspection
P-18700	100%	Encroachment Permit Review	\$83.00
P-18800	100%	Williamson Act	Cancellation Fee (<i>includes CEQA Negative Declaration</i>) \$8,215.00 Notice of Nonrenewal: \$150.00
P-19100	100%	Mobile Food Vendor	Initial Permit: \$880.00 Annual Renewal: \$85.00
P-19200	100%	Shopping Cart Containment/Retrieval Ordinance	Plan Review: \$155.00
P-19300	100%	Landscape review Fee	\$275.00
POLICE SERVICES			
PD-03600	100%	Immigration Clearance Letter	\$25.00
PD-03700	100%	Subpoena Service	This service is currently provided by the Sheriff's office. Turlock Police Services does not provide this service.
PD-03800	100%	Bicycle Registration (limited by State law)	\$4.00
PD-03900	50%	Special Traffic Request	To be determined by the Judicial Branch of the Government
PD-04000	100%	General Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04100	100%	Vehicle Code Enforcement	To be determined by the Judicial Branch of the Government
PD-04200	100%	Parking Violation Enforcement	To be established from time to time by Ordinance or Resolution of the City Council
PD-04300	100%	Wide/Overweight/Overlong Load Permit Review	Individual: \$15.00 Plus F.B.H.R. ⁶
PD-04400	100%	Vehicle Citation Correction Inspection	\$12.00 Collection of fee currently suspended
PD-04500	100%	Courtesy Accident Report Investigation and Compilation	F.B.H.R. ⁶
PD-04600	100% ³	DUI Accident Cost Recovery	F.B.H.R. ⁶ Not to exceed statutory limitation
PD-04700	100%	Removal of Abandoned Vehicles	\$70.00
PD-04800	100%	Police Report Copying	See Fee CW-03100

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PD-04900	100%	Fingerprint Processing	<p>Pursuant to Penal Code Section 13300(e) – \$10 for LiveScan fingerprinting required for City Services (i.e. licensing and permit applicants) plus other Agency pass-through charges</p> <p>All others – \$25.00 per card (Live Scan or ink rolled) plus other Agency pass-through charges</p>																				
PD-05000	100%	Crime Scene/Police Photo Reproduction/Video	\$3.50 per photograph/video																				
PD-05100	50%	Statutory Registration	\$30.00																				
PD-05200	100%	Police False Alarm Response	Deleted as the Police Department has adopted a Verified Response Policy related to alarms.																				
PD-05300	100%	Noise Disturbance Response	<p>No charge for the initial response and warning.</p> <p>\$92.00 each response for the second and subsequent responses within a 24-hour period.</p>																				
PD-05400	100%	Special Police Service	F.B.H.R. ⁶ or per Special Agreement/Contract																				
PD-05500	100%	Funeral Escort Service	F.B.H.R. ⁶																				
PD-05700	50%	Animal Control Operations	<p>Dog Impound Fee:</p> <table style="margin-left: 20px;"> <tr><td>1st time</td><td style="text-align: right;">\$ 50.00</td></tr> <tr><td>2nd time</td><td style="text-align: right;">\$100.00</td></tr> <tr><td>3rd time</td><td style="text-align: right;">\$200.00</td></tr> </table> <p>Care/feeding \$5.00 per day</p> <p>(1st time fee waiver if dog properly licensed or owner requests that dog is spayed/neutered as a condition of reclaim.)</p> <p>(\$18.00 rabies deposit required for any dog upon reclaim that is not currently vaccinated or current vaccine will expire within thirty (30) days.)</p> <p>Cat Impound Fee:</p> <table style="margin-left: 20px;"> <tr><td>1st time</td><td style="text-align: right;">\$10.00</td></tr> <tr><td>2nd time</td><td style="text-align: right;">\$20.00</td></tr> <tr><td>3rd time</td><td style="text-align: right;">\$30.00</td></tr> </table> <p>Care/feeding: \$ 5.00 per day</p> <p>Altered:</p> <table style="margin-left: 20px;"> <tr><td>1 yr</td><td style="text-align: right;">\$10.00</td></tr> <tr><td>2 yrs</td><td style="text-align: right;">\$20.00</td></tr> <tr><td>3 yrs</td><td style="text-align: right;">\$30.00</td></tr> </table> <p>Unaltered:</p> <table style="margin-left: 20px;"> <tr><td>1 yr</td><td style="text-align: right;">\$100.00</td></tr> </table>	1 st time	\$ 50.00	2 nd time	\$100.00	3 rd time	\$200.00	1 st time	\$10.00	2 nd time	\$20.00	3 rd time	\$30.00	1 yr	\$10.00	2 yrs	\$20.00	3 yrs	\$30.00	1 yr	\$100.00
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3 rd time	\$30.00																						
1 yr	\$10.00																						
2 yrs	\$20.00																						
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1 yr	\$100.00																						

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PD-05700 (continued)	50%		<p style="text-align: right;">2 yrs \$200.00 3 yrs \$300.00</p> <p>With a veterinarian's letter of medical condition a \$40 one year license is available for an unaltered dog.</p> <p>50% discount for seniors (65 and older) for altered dog licenses only.</p> <p>\$1 of the dog license fee will be reserved for the animal control building fund.</p> <p>Late Fee: \$ 35.00</p> <p>Spay/Neuter Fee: Customer will be charged the current cost of spay/neuter service as contracted by the City of Turlock with its outside vendors.</p> <p>Rabies Vaccination Fee: Customer will be charged the current cost of rabies vaccination fees as contracted by the City of Turlock with its outside vendors</p> <p>Quarantine Fee (Bite Animal): \$35.00 first day and \$9.00 each day thereafter for care/feeding</p>

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Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-05700 (continued)	50%	Animal Control Operations (continued)	<p>Home Verification of Quarantine: \$25.00</p> <p>Surrender Fees (owned pet) delivered to Animal Control Facility: Adult dog: \$50.00 Adult cat: \$20.00 Puppy (< 6 mos.): \$20.00 Kitten (< 6 mos.): \$ 10.00 Litter (4 or more \$ 25.00 with proof of spay or surrender of the mother only.)</p> <p>Owner-requested animal pick-up fee: \$25.00</p> <p>Disposal of Dead Animal brought to Animal Control Facility: Small Animal (1-39 lbs) \$10.00 Large Animal (>40 lbs) \$20.00</p> <p>Animal Trap Rental: \$50.00 deposit plus \$2.00 per day</p> <p>Animal Services Inspection: \$25.00</p> <p>Potbellied Pig License Fee: \$20 per year</p> <p>Microchip Fee: \$20.00 per animal</p> <p>Barking Dog Collars (pilot program) Rental Deposit - \$50.00</p> <p>Vicious/Nuisance Dog Fee (per State of CA Food & Agricultural Code Section 31641) - \$100.00</p> <p>Breeder Certificate \$100/year (See TMC Section 6.1.601 for failure to obtain penalty)</p> <p>Rescue Permit (per TMC 6-1-117, requires annual inspection) - \$100.00</p>
PD-05800	100%	Background Check	\$34.00 per investigation
PD-05900	100%	Vehicle Identification Number (VIN) Verification	\$23.00 Service currently suspended as DMV only recognizes CHP verifications (not local agencies)
PD-06000	100%	Criminal Processing (Booking)	F.B.H.R. ⁶ plus pass-through of County Jail Booking Fees

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-06100	100% ³	Concealed Weapon Permit	Original Filing: \$100.00 Plus fingerprinting charges (See PD 4900) per California Penal Code §12054 Renewal: \$25.00 (reprinting not required)
PD-06200	100%	Gun Safety Class	\$162.00
PD-06400	100%	Firing Range Facility Rental (as authorized by City Council)	\$250.00 deposit required \$150.00 per day or partial day, subject to restrictions per Resolution 2002-064
PD-06500	100%	ABC One-Day Permit	\$40.00
PD-06600	100%	Copy of Citation	\$3.00 per request
PD-13400	100%	Business Regulation	Permit: \$180.00
PD-13900	100%	Ambulance License Application	Initial: \$305.00 Renewal: \$100.00
PD-14000	100%	Bingo Games Application	Initial application fee \$305.00 Plus Fingerprinting Charges (See PD-4900) Annual Renewal fee \$100.00 (reprinting not required)
PD-14100	100%	Card Room Application	Original Filing: Owner/Operator \$305.00 Employee \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$100.00 (reprinting not required)
PD-14200	100%	Enforcement/Signage for Cruising, Loitering, and Skateboarding	\$40.00
PD-14300	100%	Dance Hall Application	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)
PD-14400	100%	Fortune Telling Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal \$100.00 (reprinting not required)
PD-14500	100%	Garbage Disposal (Individual's) Permit	Initial: \$64.00 Renewal: \$32.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-14600	100%	Introduction, Dating, Escort Service Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)
PD-14700	100%	Massage Establishment Permit	Initial Application: Business \$305.00 Employee: \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Business \$100.00 Employee \$100.00 (reprinting not required)
PD-14800	100%	Skating Rink Application	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$100.00 (reprinting not required)
PD-14900	100%	Taxicabs and Autos for Hire Includes limousine services	Initial Application: Owner/Operator \$305.00 Employee \$ 50.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$ 25.00 (reprinting not required)
PD-15000	100%	Tow Car or Tow Service Application	Initial Application: Owner/Operator \$501.00 Employee \$100.00 Plus fingerprinting charges (See PD 4900) Renewal: Owner/Operator \$100.00 Employee \$100.00 (reprinting not required)
PD-15200	100%	Pool Room Permit, Amusement Machine Permit, Marble Games Permit	Initial Application: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal: \$172.00 (reprinting not required)
PD-15300	100%	Itinerant Vendor Police Clearance	\$52.00 Plus Fingerprinting Charges (as required) (See PD-4900)
PD-15500	100%	Close-Out and Similar Sales	Filing Fee: \$50.00
PD-15600	100%	Festival License	F.B.H.R. ⁶ Deposit of \$1,000.00 with a per-day charge of \$500.00. Non-profit organizations are exempt.
PD-15700	100%	Sidewalk Sales Permits	Filing Fee: \$417.00

Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
PD-15800	100%	Stored/Impounded Vehicle Release	\$160.00
PD-15900	100%	Retail Firearms Sales Permit	Original Permit: Owner - \$55.00 Each Employee - \$55.00 Plus Fingerprinting Charges (See PD-4900) Renewal Permit: Owner - \$50.00 Each Employee - \$50.00 (reprinting not required)
PD-16000	100%	Second/Pawn Dealers Permits	Owner - \$100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees Each Employee - \$100.00 Plus Fingerprinting Charges (See PD-4900) and DOJ application fees
PD-16100	100%	Vehicle Repossession Report	\$15.00
PD-16600	100%	Adult Business/Entertainer Permit	Adult Business Permit: \$305.00 Plus fingerprinting charges (See PD 4900) Adult Entertainer Permit: \$305.00 Plus fingerprinting charges (See PD 4900) Renewal/Owner: \$100.00 Renewal/Employee: \$100.00 (reprinting not required for renewal)
PD-18400	100%	Firearms Storage Fee	\$75.00 per year
PD-18500	100%	Parade Permits	\$225 per parade (see Police Department for restrictions regarding streets which may be used for a parade)
PD-19000	100%	Public Convenience and Necessity	\$750.00
PD-19300	100%	Failure to Display Placard (Veh Code 40226) Administration Charge for Citation Cancellation	\$25.00
TRANSIT			
T-10600	100%	Transportation Operations	Maintain Current Fee Structure

Attachment A

Explanatory Notes to Recovery Percentages

1. Recovery 20% with a no refund policy.
2. Not to exceed statutory limitation.
3. 100% on private inspections, no cost to schools.
4. Incorporated into M-11700 Industrial Rate Section.
5. 100% recovery plus postage.
6. "Fully Burdened Hourly Rate" (F.B.H.R.) is defined as a City employee's hourly work rate, plus a fringe benefit rate, plus the sum of overhead rates. Fully Burdened Hourly Rate is mathematically expressed as follows:
 - + Employee Hourly Work Rate
 - + Fringe Benefit Rate
 - + Sum of Overhead Rates
 - = Fully Burdened Hourly Rate
7. "Deposit-based" permit fee: Charged at "actual cost" using the weighted labor rate or "Fully Burdened Hourly Rate" (FBHR)⁶. The minimum charge for the permit is equal to the deposit amount and is nonrefundable. All additional staff time and expenses to complete the application process, including costs accrued by other City divisions or departments, exceeding the initial deposit amount will be charged at actual cost. If the deposit reaches a balance less than 20% of the initial deposit, the Applicant will be notified by the Turlock Planning Division to make a subsequent deposit, as determined by the Manager of the Planning Division, based on the estimated work remaining. Applicants shall pay the subsequent deposit within 14 days of the invoice date. If the subsequent deposit is not received within 14 days of the invoice date, processing of the application will be suspended until such time that the subsequent deposit is received by the City of Turlock Planning Division. If a balance remains after reconciling the final invoice, a refund check will be mailed to the Applicant. Public hearings will not be scheduled until payment in full is received by the Turlock Planning Division.
8. Additional fees will be collected at the time of application and prior to filing the Notice of Determination as established by the State of California Department of Fish and Game and the Stanislaus County Clerk-Recorder's Office.
9. Permit fee is added to applicable entitlement fee (base fee) to cover staff and expenses associated with the LAFCO application review and hearing processes. If no other entitlement is required for the project, the base fee is the same as the applicable Rezone application fee to cover staff and expenses associated with application review and hearing processes for the City.
10. Permit fee is added to any other applicable application fees. If no other entitlement is required, no base fee is added.

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R-09000 & R-09001	90%	Pedretti Field – Adult/Youth	<p style="text-align: center;"><u>Adult Tournaments</u></p> <p style="text-align: center;">\$150/field/day without gate fee \$200/field/day with gate fee</p> <p style="text-align: center;"><u>Youth Tournaments</u></p> <p style="text-align: center;">\$140/field/day – without gate fee \$190/field/day – with gate fee</p> <p style="text-align: center;"><u>Hourly Rentals For All Uses:</u></p> <p style="text-align: center;">\$32/hour/field – youth and seniors \$37/hour/field – adults Lights - \$12/hour Additional Field Preps - \$25/field Partial Prep - \$15</p>
R-09004		Turlock Regional Sports Complex Baseball/Softball Field Usage	Fees associated with usage of the Baseball/Softball fields will be the same as listed for the fields at Pedretti
R-09002 & R-09003	90%	<p style="text-align: center;">Turlock Regional Sports Complex Soccer Field Usage</p> <p style="text-align: center;">Adult & Youth</p> <p style="text-align: center;">(rates based on calendar 2006 percentages)</p>	<p style="text-align: center;"><u>Adult Field Usage</u></p> <p style="text-align: center;">Per Field Usage: \$37/hour (2 hour min) Tournament Rate: \$350/field</p> <p style="text-align: center;"><u>Youth Field Usage</u></p> <p style="text-align: center;">Per Field Usage: \$32/field (2 hour min) Tournament Rate: \$290/field</p> <p style="text-align: center;"><u>Applies to All Soccer Uses</u></p> <p style="text-align: center;">Non-Refundable Rental Deposit: \$150 Vendor Daily Rental: \$50 Vendor Deposit: 0 Storage Building Rental: \$100/month Additional Facility Requests: fee to be determined based on individual request</p>

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R09900	n/a	Picnic Facility Reservation Service	Rental Fee
R-09901	n/a	Donnelly Park	Area A \$37 Area B \$37 Area C \$62 Area D \$32 Area E \$32 Area F \$77 Area G \$37 Area H \$37 Area I \$37 Area J \$37 Area K \$32 Area L \$32 Area M \$62 Area N \$32 Meadow \$102
R-09902	n/a	Crane Park	Area A \$42 Area B \$52 Area C \$52 Area D \$47 Area E \$42 Area F \$42 Area G \$47 Area H \$42
R-09903	n/a	Pedretti Park	Covered Area \$77
R09905	n/a	Broadway Park	Area A \$62 Area B \$32 Area C \$37
R-09906	100%	Bounce House Permits	\$35 at designated locations

Attachment B

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
		City Building Room Rentals*	
		<p>Category A – No Fee – Uses and activities administered and /or sponsored by the City of Turlock.</p> <p>Category B – No Fee – Uses and activities administered and /or sponsored by the Turlock Unified School District. (fees for special equipment, setup or cleanup may apply)</p> <p>Category C – 75% of Fee plus insurance – Uses and activities including fund-raising events, sponsored by local community organizations that can establish tax- exempt status pursuant to IRS Code Section 501 (c) (3).</p> <p>Category D – 100% of Fee plus insurance –For uses and activities(such as wedding, reception, anniversary and birthday celebrations, etc.) for which no fee is charged for admission and attendance is by invitation only</p> <p>Category E – 125% of Fee plus insurance. Uses and activities are designed to raise funds (through an admission or requested donation).</p>	
R-13801	See Above	War Memorial Building (minimum rental – 4 hours)	100% rental fee is \$95.00/hour (see categories above for rental fee to be charged) Damage deposit \$500.00
R-13802	See Above	Senior Center (minimum rental – 4 hours)	100% rental fee is \$80.00/hour (see categories above for rental fee to be charged) Damage deposit \$300.00
R-13804	See Above	Rube Boesch Center (minimum rental 2 hours)	100% rental fee is \$40.00/hour (see categories above for rental fee to be charged) Damage deposit \$150.00
R-13805	n/a	Other Building Rental Fees	
R-13806	n/a	Cancellation Fee – Building Rentals	\$40
R-13808	n/a	Park Reservation Change Fee and Sports Facilities	\$8.00 / transaction
	n/a	Park and Sports Facilities Reservation Cancellation Fee	\$18.00 / transaction
R-13809	n/a	Building Rental contract Revision	\$30.00 / revision
Building Fees will include: Facility Supervisor, facility setup & clean up.			
Exempt: Rube Boesch Center			
*Fees exempted for polling places			

Attachment B

Program	Program Fee	Participant Fee
Rec on Wheels	Free	No fee
Babysitting Class	\$22.00	See Additional participant fee in "other fees"
Basketball – Youth	Clinics vary depending on length Clinic 1: \$36.00 Clinic 2: \$42.00 Clinic 3: \$47.00 Clinic 4: \$62.00	See Additional participant fee in "other fees"
Dance Etc.	I. 2-3yrs \$4858 II. 4+yrs \$6474 III. Ballet 1&2 \$7696 IV. Ballet 3&4 \$96116 Recital Fee \$2 / per person	See Additional participant fee in "other fees"
Football Passing League	\$22.00	See Additional participant fee in "other fees"
Fun Runs	1-Mile: \$13.00 2-Mile: \$18.00	0 0
Girls' Basketball Camp	\$62.00	See Additional participant fee in "other fees"
Girls' softball Program	\$87.00 per player	See Additional participant fee in "other fees"
Holiday Parade Entry fee	Non-Profit/General \$50.00 Commercial \$70.00 Late Fee \$20.00 Entries over 50 feet total additional \$25.00	No fee
Indoor Soccer (for tots)	4 weeks, 1 day/week - \$35.00	See Additional participant fee in "other fees"
Instructional Classes/Clinics (not listed elsewhere)	This is for new "start-up" programs/classes. The fee will be calculated based on staff analysis of the total costs of providing the program/class. If the program/class is continued beyond the initial year, it will be individually added to this list	See Additional participant fee in "other fees"
Sticks for Kids Golf	\$29	See Additional participant fee in "other fees"
Jr. Lifeguard	I. 11-15 years old beginner \$70.00 II. 12-15 years old advanced \$70.00	See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kidz Love Soccer	8-weeks, 1 day/week - \$84.00 101.00 9-weeks, 1 day/week - \$94.00 109.00 Soccer Skillz Class - \$94.00; \$104.00	See Additional participant fee in "other fees"
Line Dancing	\$29.00	See Additional participant fee in "other fees"
National Youth Sports Coaching Association (NYSCA) Training	\$23.00	n/a
Basketball Open Gym	\$24.00	See Additional participant fee in "other fees"
School Break Camp	1 week camp – ½ day \$50.00 (Additional children in same program \$45.00 each) 1 week camp – full day \$93.00 (Additional children in same program \$83.00 each) Daily Fee \$25.00 (No multi-child discount) 5-Day Punch Card \$100 (additional children in same program \$90.00 each. Must be in same transaction.)	Annual Registration \$12.00 (Summer)
Pedretti Park and Regional Sports Complex Baseball Softball Tournaments	Class 1: \$250.00 Class 2: \$275.00 Class 3: \$300.00 \$31.00/tournament will be retained in the Recreation Division to fund/reservation cost.	n/a
Pedretti Park Player Participation Fees	Youth: \$2.00 per player/per league Adult: \$1 per player/per game/per league	n/a
Pee Wee Baseball (7 – 8 year)	\$50.00 Spring/Summer	See Additional participant fee in "other fees"
PLAY (Positive leisure Activities for Youth)	Weekly: \$37.00 (additional children in same program: \$32.00/week) Punch Card (10 passes): \$93.00 (additional children in same program \$83.00 each. Must be in same transaction.) Morning Care Monthly \$40.00 Morning Care Punch Card (5 Days) \$15.00 Emergency 1 day fee \$12.00 (no multi-child discount)	Annual Registration \$53.00 (Full year) Late Registration (3/1 – End of School Year) \$25.00

Attachment B

Program	Program Fee	Participant Fee
Recreational Swimming	Youth 0-17 yrs - \$1.00 Adult 18+ yrs - \$2.00 \$.50 pre-sale swim passes to qualifying nonprofit agencies	None
Open Gym – Teens	\$3.00	No fee
Tennis	Youth 5-17 years: \$39.00 Adult/Child Class: \$100.00	See Additional participant fee in "other fees"
Softball, Adult	Spring \$290.00/team Summer: \$545.00/team Fall: \$415.00/team ASA Team Registration: \$1820/Adult & \$13/Youth	\$1.00 per player / per game player fee
Special Events	The fee will be calculated based on staff analysis of the total costs of providing the event. These activities/events are anticipated to be few and unique in nature.	See Additional participant fee in "other fees"
Swimming Lessons	Summer: \$36.00	See Additional participant fee in "other fees"
T-Ball Baseball (5-6 years)	\$50.00 Spring/Summer	See Additional participant fee in "other fees"
Teen Advisory Council	\$64.00	See Additional participant fee in "other fees"
Youth Volleyball	Jr. High \$44.00 High School \$54.00 Open gym \$30.00	See Additional participant fee in "other fees"
Tiny Tot Baseball	\$48.00	See Additional participant fee in "other fees"
Track	\$34.00 per session	See Additional participant fee in "other fees"
Turlock Night Out (Friday Night Out)	Free	No fee
Tai Chi Chuan	\$40.00 per session 1 day per week	See Additional participant fee in "other fees"
Volleyball	\$97.00 / team Summer/Grass: \$55.00/team	\$1.00 per player per game (for all non-grass leagues) \$7.00/player fee (for grass league)
Water Polo	Intro to Youth Water Polo I \$60.00 Intro to Youth Water Polo League II \$70.00	See Additional participant fee in "other fees"

Attachment B

Program	Program Fee	Participant Fee
Kid Time Fitness Classes	6 Weeks: \$36.00 8 Weeks: \$48.00	See Additional participant fee in "other fees"
Other Fees		
Contract Programs Split	60% to Contractor 40% to City Kidz Love Soccer Only 70% to Contractor – 30% to City	
Program Late Registration Fee	Individual: \$5.00 Team: \$30.00 Special Event: \$2.00	
Participant Fee Per Person / Per Program	Additional fee added to program fees to assist with administration overhead cost	\$6.00 youth resident \$8.00 adult resident
Program Transfer Fee	\$8.00 per person	No fee
Program Cancellation Fee	\$10.00	No fee
<p>NOTE – Participant fee will be separate fee charged on an annual basis for the calendar year 2007. Beginning January 1, 2008 this fee will convert to a per program fee at a rate of \$3/program for youth and \$4/program for adults and will be included as part of the program fees listed above. Beginning July 1, 2008 this fee will increase to \$6/ program for youth and \$8/ program for adults.</p> <p>NOTE – Prorated Class Fees: Program fee divided by number of classes determines daily rate to determine prorated fee.</p>		
<p>The following programs are free to the participants. The funding mechanism is noted beside each program.</p>		
After School Education and Safety Grant	\$75 Annual Registration Fee Fee can be waived by Turlock Unified School District	
Marty Yerby Center After School Program	Funded Via Contract with Stanislaus Housing Authority	



Council Synopsis

February 9, 2016

7B

From: Michael Cooke, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Regarding Garbage, Rubbish and Organic Refuse

2. DISCUSSION OF ISSUE:

The recent passing of AB 1826 (Chapter 727, Statutes of 2014 [Chesbro, AB 1826]) requires businesses that meet a minimum threshold to recycle their organic waste by April 1, 2016. This law also requires that local jurisdictions implement an organic waste recycling program to divert organic waste generated by businesses by January 1, 2016. Organic waste refers to food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

AB 1826 requires any business generating organic waste to arrange for the recycling services in a manner that is consistent with state and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement. Currently, Turlock Scavenger is able to provide organics recycling services by utilizing the green waste disposal stream already provided to residential customers. However, necessary language revisions and additions to Turlock Municipal Code Title 6, Chapter 3 are necessary to define commercial program specifications and for compliance with regulation requirements.

3. BASIS FOR RECOMMENDATION:

A. To comply with State requirements for commercial organics recycling programs.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

N/A

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommends.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The City Council could elect not to make the revisions to the Turlock Municipal Code to reflect the AB 1826 Mandatory Commercial Organics program requirements. This alternative is not recommended as it would render the City out of compliance with State law and subject to any related penalties and/or violations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 6, CHAPTER 3, }
REGARDING GARBAGE, RUBBISH AND }
ORGANIC REFUSE }
_____}

ORDINANCE NO. -CS

WHEREAS, AB 1826 (Chapter 727, Statutes of 2014 [Chesbro, AB 1826]) requires businesses that meet a minimum threshold to recycle their organic waste by April 1, 2016; and

WHEREAS, law also requires that local jurisdictions implement an organic waste recycling program to divert organic waste generated by businesses by January 1, 2016; and

WHEREAS, necessary language revisions and additions to Turlock Municipal Code Title 6, Chapter 3 are necessary to define commercial program specifications and for compliance with regulation requirements.

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

SECTION 1. AMENDMENT: Title 6, Chapter 3, is hereby amended to read as follows:

Chapter 6-3
GARBAGE, RUBBISH, AND ~~GARDEN~~ORGANIC REFUSE

Sections:

- 6-3-01 Declaration of purpose and intent.
- 6-3-02 Definitions.

Article 1. Collection Charges

- 6-3-101 Fees and Charges.
- 6-3-102 Disputes.
- 6-3-103 Payment of collection charges.
- 6-3-104 Deposits.

Article 2. Refuse

OK for Agenda


- 6-3-201 Refuse containers.
- 6-3-202 Waste containers for businesses and industries.
- 6-3-203 Businesses and industries to segregate garbage and rubbish.
- 6-3-204 Unlawful accumulations and disposal.
- 6-3-205 Unlawful accumulations and disposal: Buildings under construction.
- 6-3-206 Waste containers: Removal.
- 6-3-207 Unauthorized collection and disposal.
- 6-3-208 Collection and disposal: Vehicles.
- 6-3-209 Collection and disposal: Contracts or licenses required.
- 6-3-210 Collection and disposal: Penalties for failure to obtain license.
- 6-3-211 Collection and disposal: Mandatory service.
- 6-3-212 Collection and disposal Contractors: Interference.
- 6-3-213 Collection and disposal contractors: Use of City equipment and personnel.
- 6-3-214 Disposal by individuals: Permits required.
- 6-3-215 Disputes and Complaints.
- 6-3-216 Inspection of premises: Right of entry.
- 6-3-217 Increased service requirements

Article 3. ~~Garden~~Organic Refuse

- 6-3-301 Unlawful accumulations.
- 6-3-302 Collection and disposal: Maintenance of service.
- 6-3-303 Collection and disposal: Service required.
- 6-3-304 ~~Garden~~Organic and recycle refuse contamination.

Article 4. Unauthorized Entry Into Refuse Containers

- 6-3-401 Unauthorized entry into waste containers.
- 6-3-402 Unlawful search and entry: Penalty.
- 6-3-403 Public nuisance.

Article 5. Recycling and Recyclable Materials

- 6-3-501 Findings.

- 6-3-502 Ownership of recyclable materials.
- 6-3-503 Unauthorized collection prohibited: Penalty.
- 6-3-504 Right of individual to dispose of recyclable waste material.
- 6-3-505 Enforcement authority.
- 6-3-506 Civil action by authorized recycling contractor.
- 6-3-507 Violation and penalty.
- 6-3-508 Penalties for violations: Collections of costs: Injunctions.
- 6-3-509 Civil liabilities and penalties.
- 6-3-510 Recycle cart contamination pilfering and/or scavenging restrictions.

Article 6. Unauthorized Dumping on City or Private Property

- 6-3-601 Unauthorized dumping on City or private property prohibited.
- 6-3-602 Penalty for violation: Habitual offender.

6-3-01 Declaration of purpose and intent.

The City, in making adequate provision in this article and in Article 2 of this chapter for the handling of solid waste, is doing so as a subdivision of the State and after being authorized and required to do so as a part of the State's comprehensive program for solid waste management and resource recovery and for the preservation, health, safety, and well-being of the public. The Municipal Code provisions regarding solid waste handling, and the actions of the City pursuant to those provisions, are intended to implement State policy and to provide for the City's continuing authorized evaluation, planning, and supervision in the area.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-100)

6-3-02 Definitions.

For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

(a) "Authorized recycling contractor" shall mean and include a person or any other entity authorized under and by virtue of a contract with the City of Turlock to collect recyclable material in the City.

(b) "Bidding" shall mean a selection process used to choose a contractor or franchisee. Such process shall not necessarily involve the award of a contract or franchise to the lowest bidder, but may be based on other additional criteria established by the Council.

(c) "Container" shall mean and include bin, box, ~~can~~cart, and receptacle.

(d) "Designated recycling collection location" shall mean and include the place designated in the contract between the City and an authorized recycling contractor from which the authorized recycling contractor has contracted to collect recyclable waste material.

(e) "Disposal Charge" shall mean the cost for removal and disposal of waste and industrial refuse service.

(f) "Electronic Waste" (E-waste) shall mean Computers, CRT's, monitors, copiers, fax machines, printers, televisions, and other electronic items.

~~(g) "Garden refuse" shall mean and include grass, weeds, branches, hedges, cuttings, and trimmings. "Garden refuse" shall not include garbage, rubbish, or industrial waste as defined in Article 2 of this chapter.~~

~~(hg)~~ "Garbage" shall mean all putrescible waste and household and animal ~~or vegetable~~ waste or residue produced or accumulated from the preparation, processing, handling of foodstuff, other than industrial refuse as defined in 6-3-02 (h) of this article.

~~(hi)~~ "Industrial refuse" shall mean refuse produced by a person principally engaged in the business of growing, processing, or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail; is collected by a licensee from a container whose volume equals or exceeds ten (10) cubic yards; and refuse produced by any person engaged in the business of building construction or demolition.

~~(hj)~~ "License" shall mean a City of Turlock business license or other such license as required by the City Council.

(k) "Municipal Services Director" shall mean the Director of the department responsible for the implementation of the requirements of this chapter.

(k) "Organic refuse" shall mean and include non-hazardous wood waste, food soiled paper waste, grass, weeds, branches, hedges, cuttings, and trimmings. For commercial and multi-family customers, Organic refuse shall also include food waste. "Organic refuse" shall not include garbage, rubbish, or industrial waste as defined in Article 2 of this chapter.

(l) "Person" shall mean and include any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic group, or combination, and the plural as well as the singular; and includes any trustee, receiver, assignee, or other similar representative thereof.

(m) "Recyclable waste material" shall mean and include discarded materials that can be diverted from landfilling and/or transformation facilities and shall exist when appropriately separated from residential solid waste, including ~~garden~~organic refuse. Generally, recyclable waste material(s) have an economic value in the secondary materials market and include, but are not limited to, materials such as newspapers, glass and metal cans, which are separated from other garbage or refuse for purposes of recycling.

(n) "Recycling" shall mean and include the process of collecting and converting recyclable waste material by reprocessing or other such remanufacturing.

(o) "Refuse" shall mean both garbage and rubbish as defined in this section.

(p) "Rubbish" shall mean all non-putrescible waste, including, but not limited to, paper, cardboard, rags, plastic, construction debris, sweepings, sawdust, plaster, cement, glass, crockery, metal, cans, and ashes, but excepting ~~garden~~organic refuse and industrial refuse.

(q) "Solid Waste" shall mean household waste, construction and demolition debris, sanitation residue, and waste from streets. This refuse is generated mainly from residential and commercial complexes.

(r) "Universal Waste" (U-Waste) shall mean hazardous waste that are more common and pose a lower risk to people and the environment than other hazardous waste. Some items considered as universal waste include: mercury thermostats, batteries, lamps, non-aerosol cans, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing, rubber flooring, consumer electronic devices, cathode ray tubes, and various gauges.

(s) "Waste" shall mean and include electronic waste (E-Waste), garbage, ~~garden~~organic refuse, recycling, refuse, rubbish, and universal waste (U-Waste).

(Ord. 1045-CS, Amended, 08/11/2005; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-101, 6-3-201, 6-3-402)

Article 1. Collection Charges

6-3-101 Fees and Charges.

The fees/charges to be charged for the collection of garbage, rubbish and ~~garden~~organic refuse are shown in the table below. A consolidated bill for garbage, rubbish, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service Fee/Charge
Residential – 32	Includes: 1 - 32 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden <u>Organic</u> Refuse

	(green)
Residential 32 Regular Fee/Charge	\$27.40
Residential 32 Senior Citizen Fee/Charge	\$20.95
Residential – 64	Includes: 1 - 64 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden <u>Organic Refuse</u> (green)
Residential 64 Regular Fee/Charge	\$36.20
Residential – 96	Includes: 1 - 96 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden <u>Organic Refuse</u> (green)

Residential 96 Regular Fee/Charge	\$41.70	
ADDITIONAL CART FEES		
Each Additional Extra Cart for Recyclable Waste Material, including Garden <u>Organic</u> Waste Container Refuse Cart (green) and Recycle Cart (blue)	\$8.35	
SPECIAL CART SERVICES		
Damaged Cart Replacement	32 gallon	\$32.00
	grey	\$42.00
	64 gallon	\$42.00
	grey	\$46.00
	68 gallon	\$46.00
	blue	\$46.00
	95 gallon green	
96 gallon grey		
Cart Cleaning or Swap Charge	1st Cart	\$25.00
	Each additional cart	\$ 5.00

Return for Cart Service Charge	1st Cart	\$ 5.00
	Each additional cart	\$ 2.00
Recycle/ <u>Green</u> Organic Refuse Cart Contaminate Fee	\$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95-gallon refuse (grey)	
Commercial Cart Service	\$22.75	
TYPE OF SERVICE	Monthly Fee/Charge	
Commercial Bin Service		
2-Yard Bin		
pick up 1 time a week	\$81.05	
pick up 2 times a week	\$143.60	
pick up 3 times a week	\$205.75	
pick up 4 times a week	\$269.45	
pick up 5 times a week	\$331.60	
pick up 6 times a week	\$393.30	

3-Yard Bin	
pick up 1 time a week	\$100.90
pick up 2 times a week	\$183.55
pick up 3 times a week	\$263.70
pick up 4 times a week	\$348.20
pick up 5 times a week	\$430.65
pick up 6 times a week	\$513.10
4-Yard Bin	
pick up 1 time a week	\$123.55
pick up 2 times a week	\$228.15
pick up 3 times a week	\$332.75
pick up 4 times a week	\$437.50
pick up 5 times a week	\$542.25
pick up 6 times a week	\$647.00
6-Yard Bin	
pick up 1 time a week	\$162.85
pick up 2 times a week	\$306.45
pick up 3 times a week	\$448.80
pick up 4 times a week	\$594.30
pick up 5 times a week	\$736.85

pick up 6 times a week	\$880.45	
Special Bin Services:		
Special Pickup \$2.90 per yard plus \$35.00	2-Yard Bin	\$40.80
	3-Yard Bin	\$43.70
	4-Yard Bin	\$46.60
	6-Yard Bin	\$52.40
Cleaning & Replacement	\$35.00 plus Special Pick up Charge	
Gate Fee/Charge	\$16.80 per month per bin per pick up	
Bin Compactor Fee/Charge	\$10.10 per cubic yard per pick up	
3-Yard Temporary Bin	\$51.00 per week with one dump \$51.00 per each additional dump	
Bin push out fee/charge	\$16.80 per month per bin per pick up	

TYPE OF SERVICE	Fee/Charge	
Commercial Box Service	Hauling Fee	Disposal Charge
15-19 Yard Box	\$127.50	\$53.53 per ton fee
20-29 Yard Box	\$148.80	\$53.53 per ton fee
30-50 Yard Box	\$184.20	\$53.53 per ton fee
One price for all sizes	\$161.30	
Special Box Services:		
Box Compactor Fee/Charge	Must be negotiated, by size and weight. Disposal will be actual disposal charge.	
Box Rental	\$2.00 per day.	
Box Special Pickup	Hauling Fee + \$35.00	
EXTRA CHARGE ITEMS	Fee/Charge	
Electronic Waste (E-Waste)		

Computer Monitors and Televisions	
Computer Monitors	\$20.00
Table Top Televisions	\$25.00
Console & Big Screen Televisions	\$35.00
Universal Waste (U-Waste)	
Microwaves, dishwashers, washing machines, dryers, toaster ovens, stoves or ovens, hot water heaters and furnaces	\$8.25 per appliance
Refrigeration Equipment, A/C Units, etc.	\$23.55 per unit
Tires	
Passenger	\$5.90
Passenger with Rim	\$9.40
Truck	\$14.10
Trucks with Rim	\$22.90
Tractor & Heavy Equipment	From \$80.00

	to \$600.00
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(Ord. 1165-CS, Amended, 06/12/2012; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-118)

6-3-102 Disputes.

In all cases where disputes arise as to the rate charged or to be charged for any service provided pursuant to the provisions of this article or any contract entered into by the City for the collection of waste, the matter shall be referred to the Council, and the Council, upon due investigation, shall determine and fix the rate as the Council may deem just and equitable. The determination of the Council thereon in all cases shall be final and conclusive.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-201, Renumbered from 6-3-119)

6-3-103 Payment of collection charges.

(a) Billing and Payment. Accounts for waste collection shall be billed on a monthly basis in conjunction with billing for sewer and water services and shall be due and payable in the City of Turlock Finance Office by the last day of the month billed.

(b) Nonpayment of Collection Charges. In the event of nonpayment of the charges for the collection and disposal of waste as provided in this article, the following procedures and penalties shall apply:

(1) If payment for any charges shown on utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of Twenty-Five and no/100ths (\$25.00) Dollars on the sixth day.

(2) Notice. A written notice of delinquency shall be sent by the Finance Office to any customer whose account remains delinquent. The written notice to be mailed or delivered to the customer shall notify him that the

service is subject to disconnection and/or delinquent charges will be submitted for collection. Such notice shall contain the information to avoid such action. The City of Turlock shall give notice of the delinquency and impending termination pursuant to Section 10010 of the Public Utilities Code.

(3) If payment of said billing is not received by the City of Turlock Finance Office, or other arrangements are not made, by 5:00 p.m. on the fifth day following the due date (including applicable penalties), service may be terminated or submitted for collection; provided, that notice was given pursuant to Section 10010 of the Public Utilities Code and that termination of services for nonpayment of billing shall not occur on any Saturday, Sunday, legal holiday, or at any time during which the business office of the City of Turlock is not open to the public.

(c) Wrongful Termination. Any wrongfully terminated service shall be restored without charge for the restoration of service, and a notation thereof shall be mailed to the customer at the billing address.

(d) Third Party Notification Service for Residential Customers. The City of Turlock shall make available to its residential customers who are sixty-five (65) years of age or older, or who are dependent adults as defined in California Welfare and Institutions Code Section 15610, a third party notification service whereby the City of Turlock shall attempt to notify a person designated by the customer to receive notification when the customer's account is delinquent and subject to termination. The notification shall include information on what is required to prevent termination of service. The residential customer shall make a request for third party notification on a form provided by the City of Turlock, and shall include a written consent of the designated third party. The third party designation does not obligate the third party to pay the overdue charges, nor shall it prevent or delay termination of service.

(e) Nonpayment of Collection Charges by Previous Residential Tenant.

(1) The City of Turlock shall not seek to recover any charges or penalties for the furnishing of service to or for a residential tenant from any subsequent tenant on account of nonpayment of charges by the previous tenant.

(2) The City of Turlock shall require that service to subsequent tenants be furnished on the account of the landlord or property owner when ~~a nonpayment lien has been imposed on the property~~ an unpaid bill has been left by the previous tenant.

(1182-CS, Amended, 03/12/2013; 1142-CS, Amended, 07/13/2010; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-202, Renumbered from 6-3-121; 980-CS, Amended, 07/01/2002; 839-CS, Amended, 03/23/1994; 783-CS, Amended, 07/23/1992)

6-3-104 Deposits.

Monies collected for waste disposal shall be deposited in the General Fund. For the "Residential-64" and "Residential-96" service, forty-one (41%) percent of the amount over the "Residential-32" regular rate will be deposited into the Solid Waste Education and Management Fund.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-203, Renumbered from 6-3-122)

Article 2. Refuse

6-3-201 Refuse containers.

Every person in possession of, or having the charge or control of, any boardinghouse, lodging house, restaurant, hotel, apartment, eating house, flat, duplex, or dwelling house within the City shall keep and maintain ~~a waste~~ appropriate waste collection containers as provided by the contractor. Such ~~waste~~ containers shall be kept and maintained in an accessible place immediately adjoining the alley or at the rear of such premises, if there is no alley. Such person shall deposit in the appropriate waste container the refuse, recyclable and/or organic waste accumulated upon the premises. At least once each week, and as often as may be necessary to keep such containers

from overflowing, the contents thereof shall be delivered to some responsible person to be hauled and carried away from the premises and to be disposed of according to law. All such containers shall be placed in a place easily accessible to the collection service for pickup and disposal.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-102)

6-3-202 Waste containers for businesses and industries.

(a) All business firms and industrial establishments shall use containers for the waste which they deliver in any street or alley to or for the contractor, as provided by the contractor.

(a)(b) All businesses shall adhere to any/all applicable laws mandated by the State of California with regard to proper disposal and recycling requirements such as but not limited to; Mandatory Commercial Recycling pursuant to §42649 of the Public Resources Code and Mandatory Organics Recycling pursuant to AB 1826 Chesbro (Chapter 727, Statutes of 2014).

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-301, Renumbered from 6-3-103)

6-3-203 Businesses and industries to segregate garbage and rubbish.

All business firms and industrial establishments shall segregate in appropriate and suitable containers all garbage from rubbish, and such garbage and rubbish shall not be delivered to or for the contractor or licensee except in separate containers.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-302, Renumbered from 6-3-105)

6-3-204 Unlawful accumulations and disposal.

It shall be unlawful for any person in possession of, or having charge or control of, any boardinghouse, lodging house, restaurant, hotel, eating house, apartment, flat, duplex, or dwelling house within the City to keep or deposit any waste on any premises in the

City except in a waste container as described in Section 6-3-201 of this article. It shall be unlawful for such person to bury or burn any waste or to keep or deposit any rubbish; ~~except grass cuttings, trees, shrubbery, and lawn trimmings,~~ on any premises in the City for a longer time than may be reasonably necessary for the purposes of destruction or burial or collection and removal by the contractor holding a valid contract with the City for the collection and disposal of waste, and no such person shall throw or deposit any waste on any alley, public place, sidewalk, street, or waterway other than in such containers. Grass cuttings, trees, shrubbery, and lawn trimmings may be deposited on such premises as set forth in Article 2 of this chapter.

No person shall dump, place, or bury in any lot, land, street, alley, water, waterway, or elsewhere within the City any waste, manure, or waste matter condemned by the Health Department or its authorized representatives.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-303, Renumbered from 6-3-105)

6-3-205 Unlawful accumulations and disposal: Buildings under construction.

No person owning or occupying any building, lot, or premises in the City shall permit to collect and remain upon such lot or premises refuse or industrial waste of any kind; provided, however, the provisions of this section shall not be construed as interfering with buildings under construction.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-106)

6-3-206 Waste containers: Removal.

It shall be unlawful to allow to stand or remain in any street or any place open to the public view, except an alley, any type of container for waste or industrial refuse for a period exceeding Twenty-four (24) consecutive hours. The provisions of this section shall apply only to the persons described in Section 6-3-201 of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-107)

6-3-207 Unauthorized collection and disposal.

At such times as there is in force a contract entered into by the City with any person for the collection and disposal of waste in the City, it shall be unlawful for any person, other than the contractor or a person in the employ of such contractor, to collect any waste within the City or to remove or carry any waste through any public street or alley of the City for compensation or hire.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-110)

6-3-208 Collection and disposal: Vehicles.

It shall be unlawful for any person to move or carry through any public street or alley of the City any waste or industrial refuse, except in vehicles having metallic or metal-lined beds, and the waste shall be so loaded that none of it shall fall, drop, or spill upon the ground. Every vehicle used in the work of collecting and disposing of waste shall be kept clean. Trucks carrying waste through the streets shall be covered with a tarpaulin or other suitable covering to prevent waste spilling on the street.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-111)

6-3-209 Collection and disposal: Contracts or licenses required.

(a) The collection, removal, and disposal of all waste and industrial refuse may be performed by the City or by a person or persons pursuant to a franchise contract or license with the City, and no other person shall engage in such business unless a franchise contract or license is issued to do so by the city council.

(b) Any franchise contract or license, whether partially or wholly exclusive or nonexclusive, may be awarded with or without competitive bidding and shall be done in such a manner as to insure broad and equitable participation by potential contractors or franchisees; and shall consider the credentials, reputation and practices of the franchise contractor or licensee.

(c) Any franchise contract or license awarded by the City may be for a period not to exceed fifty (50) years with three (3) fifteen (15) year or five (5) ten (10) year interval quality review and renewal periods.

(d) At the expiration of any contract or license issued pursuant to Turlock Municipal Code Section 6-3-209(c), then based upon California Public Resources Code Section 40059 the City Council may renew the franchise contract or license to the same franchise contractor or licensee if the City Council finds and declares that the credentials, reputation and practices of the franchise contractor or licensee is in the interest of the public health, safety and general welfare.

(e) Any franchise contract or license awarded by the City shall require at least three (3) affirmative votes of the City Council.

(f) Any refuse hauler shall be charged fifteen (15%) percent of gross receipts on business originating within the City of Turlock.

(Ord. 1045-CS, Amended, 08/11/2005; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-112; 738-CS, Amended, 08/08/1991)

6-3-210 Collection and disposal: Penalties for failure to obtain license.

(a) Notwithstanding the provisions of Section 1-2-01 of this Code, any person who shall collect, remove or dispose of industrial refuse in violation of Section 6-3-209, or permit the collection, removal or disposal of industrial refuse under the control of such person by an unlicensed industrial refuse hauler shall, for each and every violation and noncompliance, be guilty of a misdemeanor, punishable by a fine of not less than One hundred and no/100ths (\$100.00) Dollars, nor more than One Thousand and no/100ths (\$1,000.00) Dollars, and/or by imprisonment in the County Jail for not more than six (6) months.

(b) Any industrial hauler who collects, removes or disposes of industrial refuse in violation of Section 6-3-209 shall be precluded from obtaining an industrial waste hauling license for a period of six (6) months from the date of any such violation, nor shall such license be issued until all administrative fees have been paid which would have been due had a license been properly requested and issued.

(c) The Chief of Police of the City may impound any industrial refuse container placed within the corporate limits of the City by an unlicensed industrial refuse hauler for purposes of collecting industrial refuse. The container shall be released to its owner upon payment of all administrative fees which would have been due had a license been properly requested and issued, and all transportation and storage costs and expenses. In the event the container remains unclaimed for a period of thirty (30) days after impounding, the Chief of Police, after giving ten (10) days' written notice to the hauler, may sell or otherwise dispose of the container to satisfy any unpaid administrative, transportation and storage fees owed to the City. Any amount remaining after such payment to the City shall be paid to the owner of the container.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-112.1)

6-3-211 Collection and disposal: Mandatory service.

(a) At such times as there is in force a contract entered into by the City with any person for the collection of waste in the City, such person shall be the exclusive agent for the removal of waste from within the City limits, and the owners of all properties shall pay for such collection service, regardless of whether such owner elects to use such service.

(b) Notwithstanding Section 6-3-211(a), the owner of a vacant single family unit which is vacant for more than 60 (sixty) days and, will therefore not utilize collection services may suspend their payment obligation for collection services by signing an affidavit under penalty of perjury that such single family unit is vacant. The vacancy affidavit will be valid for not more than one (1) year and must be renewed annually. Failure to renew the vacancy affidavit will cause the account to resume billing at the minimum regular residential service level.

(c) Any property owner who exercises the affidavit procedure of Section 6-3-211(b) shall promise and have the responsibility to give notice to hauler within five (5) calendar days that a vacancy no longer exists and thereafter shall pay for resumption of such collection services as provided in Section 6-3-211(a).

(d) Any property owner who fails to give notice required by Section 6-3-211(c) and by affidavit shall be fined as follows:

(1) have added to their service bill as a penalty the amount for collection services from the date reflected in the affidavit;

(2) pay a fine for failure to give notice in accordance with Section 6-3-211(d) in the amount of Two Hundred and no/100ths (\$200.00) Dollars.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-113; 826-CS, Amended, 09/23/1993)

6-3-212 Collection and disposal Contractors: Interference.

It shall be unlawful for any person to interfere in any manner with the collection, removal, or disposal of waste by the authorized contractor.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-115)

6-3-213 Collection and disposal contractors: Use of City equipment and personnel.

In the event the removal of waste is required in quantities and at times in excess of the ordinary facilities and abilities of the contractor to provide or perform, the right is reserved to make use of City equipment and personnel for such purpose and the same shall be provided at a reasonable cost to such contractor. The occupants or owners of land or premises shall not be penalized, because of the inability to secure adequate services from the contractor, to comply with the provisions of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-116)

6-3-214 Disposal by individuals: Permits required.

(a) Authorized. Notwithstanding the provisions of Section 6-3-209 of this article, in unusual circumstances a person may apply to the Council for permission to dispose of waste or industrial refuse as may accumulate on any specific property or location

provided such disposal complies with the sanitary provisions of this article and permission to do so is granted by the Council.

Unusual circumstances shall be determined by consideration of factors such as the nature and volume of the waste, any special handling considerations, the applicant's ability to dispose of the waste safely and reliably, and any other circumstance relevant to the particular application and the preservation, health, safety, and well-being of the public. The Council may impose any reasonable conditions and restrictions, including, but not limited to, bonds, fees, reporting requirements, restrictions on the accumulation, handling, and disposal, the payment of inspection fees, if any, and any other limitations or conditions appropriate under the particular circumstances.

(b) Applications: Issuance. In the event any person shall elect to dispose of waste as provided in subsection (a) of this section, a written application shall be made to the Municipal Services Director or a duly authorized representative on special forms, and, upon approval by the Council, a proper permit shall be issued in writing, stating any condition or limitation on the permit, in which case the premises thus affected may be exempt from the ordinary charges specified in this article unless otherwise provided.

(c) Revocation. It shall be the duty of the Municipal Services Director or a duly authorized representative to inspect from time to time such premises as may be exempt under the provisions of this section and revoke forthwith any permit which has been issued in the event such disposal is found to be in violation of the provisions of this article or any condition imposed by the Council. In such event, upon written notice, the occupant of such premises shall be required to accept service at the rates and under the terms set forth in this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-117)

6-3-215 Disputes and Complaints.

In the event of disputes or complaints arising from or concerning the place where containers for waste shall be placed while awaiting the removal of such waste or the contents of such containers, or the quantities to be removed, or the number of times of

removal, the Municipal Services Director shall designate the place, the estimated quantity, and the times and manner of removal.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-123)

6-3-216 Inspection of premises: Right of entry.

(a) Inspections. The Municipal Services Director or other duly authorized representative of the City shall visit all premises within the City from time to time and examine the sanitary condition of such premises to determine whether the provisions of this article are being complied with. Upon notification by the Municipal Services Director or a duly authorized representative all persons, including the contractor, shall comply with the provisions of this article or be deemed guilty of a misdemeanor.

(b) Right of entry. The Municipal Services Director or a duly authorized representative is hereby granted permission to enter upon any premises in the City for the purposes of making the inspections or determinations provided by this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-124)

6-3-217 Increased service requirements.

(a) If more than three (3) instances of contamination occur during a twelve (12) month period in the recycle ~~and/or garden-organic~~ refuse cart collectively, the service will automatically be upgraded to the next larger level of ~~residential~~-refuse service.

(b) If contamination continues when the customer is at the largest ~~residential~~-refuse service level, the cart contamination fee will be enforced for each occurrence of contamination.

(c) Habitual contaminators may be subject to provisions of Section 6-3-304 of Article 3 of this chapter and Section 6-3-510 of Article 5 of this chapter.

(Ord. 1041-CS, Add, 03/10/2005)

Article 3. GardenOrganic Refuse

6-3-301 Unlawful accumulations.

No person owning or occupying any building, lot, or premises in the City shall permit any gardenorganic refuse to be collected upon and remain upon such lot or premises for any period of time longer than may be reasonable and necessary in order to dispose of such gardenorganic refuse as provided in this article.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-401, Renumbered from 6-3-202)

6-3-302 Collection and disposal: Maintenance of service.

The City shall maintain or provide for gardenorganic refuse collection service which, at intervals no less than four (4) times per month, shall remove and dispose of all gardenorganic refuse from every lot, parcel, or plot of land upon which a residence, dwelling house, duplex, or residential unit exists, excepting, however, any parcel of land which is covered by buildings to the extent that no more than 500 square feet of lot area remains. ~~All other properties shall be excluded from the provisions of this article, except any business lot where on an area of 500 square feet or more is maintained in lawn, garden, or other landscaping, in which case the provisions of this article shall apply only to that portion of the lot so maintained.~~

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-402, Renumbered from 6-3-203)

6-3-303 Collection and disposal: Service required.

(a) Except as otherwise provided in Section 6-3-302 of this article, all occupied premises within the City shall have gardenorganic refuse collection service.

(b) Every owner, tenant, employee, or occupant of any premises where garden-refuse is created shall use an gardenorganic refuse cart as provided by the contractor. The gross weight of any one (1) gardenorganic refuse cart shall not be in excess of one hundred fifty (150) pounds. The maximum length of any item placed in an gardenorganic refuse cart shall be four (4') feet.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004,
Renumbered to 6-3-403, Renumbered from 6-3-204)

6-3-304 Garden Organic and recycle refuse contamination.

The willful disposal of garbage or rubbish in garden organic refuse or recycling refuse carts shall not be permitted. Any violation of this article ~~shall constitute an infraction and shall be punishable by a fine of not more than Five Hundred and no/100ths (\$500.00) Dollars.~~ may be prosecuted in accordance with 1-2-01 of this code.

(Ord. 1041-CS, Add, 03/10/2005)

Article 4. Unauthorized Entry Into Refuse Containers

6-3-401 Unauthorized entry into waste containers.

(a) The City Council recognizes that there is an increasing problem both nationally and locally involving persons who forage waste containers.

(b) The City Council finds that there is risk to the public health and safety when:

- (1) waste is strewn about;
- (2) waste containers are left open to animals;
- (3) waste containers and lids are left in roadways or walkways.

(c) The City Council further finds that entry into waste containers by unauthorized individuals may subject owners to public nuisance liabilities for which they have no remedy unless provided by an addition to the Turlock Municipal Code.

(d) The Council hereby finds that an ordinance is needed for the preservation of the public peace, health and safety and general welfare of the residents of the City of Turlock based upon the finding of facts declared by the City Council hereinabove stated.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004,
Renumbered to 6-3-501, Renumbered from 6-3-301; 722-CS, Enacted, 02/21/1991)

6-3-402 Unlawful search and entry: Penalty.

(a) It shall be unlawful for any person, except the owner or someone with the owner's consent or law enforcement personnel pursuant to a duly issued search warrant or probable cause, to rummage, explore, scavenge or otherwise search a waste container.

(b) Any and each violation of Section 6-3-402(a) shall constitute a separate and distinct offense and subject to any and all remedies provided for in this code and may be punishable as provided in Section 6-3-507 of this Code.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 03/22/2004, Renumbered to 6-3-02; Renumbered from 6-3-302; 722-CS, Enacted, 02/21/1991)

6-3-403 Public nuisance.

Scavenging is a violation of the provisions of this chapter and is hereby declared a public nuisance.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-502, Renumbered from 6-3-303; 722-CS, Enacted, 02/21/1991)

Article 5. Recycling and Recyclable Materials

6-3-501 Findings.

(a) The City Council of the City of Turlock has determined that it is in the best interests of the City to promote recycling of discarded waste materials.

(b) The City Council of the City of Turlock has determined that it is in the best interests of the City to promote said recycling through the use of authorized recycling contractor(s).

(c) The City Council of the City of Turlock finds that the success of the recycling program is in part dependent upon the ability of an authorized recycling contractor(s) to collect recyclable materials without interference by unauthorized persons and that such unauthorized interference may have serious adverse effects on the success of recycling programs.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-601, Renumbered from 6-3-401; 722-CS, Enacted, 02/21/1991)

6-3-502 Ownership of recyclable materials.

Recyclable waste material shall become the property of the authorized recycling contractor upon placement of recyclable waste material at a designated recycling collection location for collection by an authorized recycling contractor.

(1017-CS, Renumbered, 02/12/2004, Renumbered to 6-3-602, Renumbered from 6-3-403; 722-CS, Enacted, 02/21/1991)

6-3-503 Unauthorized collection prohibited: Penalty.

(a) It shall be unlawful for any person, other than an authorized recycling contractor to remove recyclable waste material which has been placed at a designated recycling collection location, during the twenty-four (24) hour period commencing at 6:00 p.m. on any day preceding a day designated for collection of recyclable material.

(b) Any and each such unauthorized collection in violation of Section 6-3-503(a) of this article from one (1) or more designated recycling location(s) during the twenty-four (24) hour period designated in Section 6-3-503(a) of this article shall constitute a separate and distinct offense and subject to any and all remedies provided for in this code and may be punishable as provided in Section 6-3-507 of this article.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-404; 722-CS, Enacted, 02/21/1991)

6-3-504 Right of individual to dispose of recyclable waste material.

Nothing in this article shall limit the right of an individual person, organization or other entity to donate, sell or otherwise dispose of recyclable waste material, provided that any such disposal is in accordance with the provisions of this article.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-405; 722-CS, Enacted, 02/21/1991)

6-3-505 Enforcement authority.

The City Attorney, or his or her designee, shall have the authority to enforce the provisions of this article. This authority shall be in addition to the authority granted to police officers pursuant to this code.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-406; 722-CS, Enacted, 02/21/1991)

6-3-506 Civil action by authorized recycling contractor.

Nothing in this article shall be deemed to limit the right of an authorized recycling contractor to bring a civil action against any person who violates Section 6-3-503(a) of this article, nor shall a conviction for such violation exempt any person from a civil action brought by an authorized recycling contractor.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-407; 722-CS, Enacted, 02/21/1991)

6-3-507 Violation and penalty.

(a) Any person in violation of this article ~~shall~~may be guilty of a misdemeanor and shall be punishable by a fine of not more than Five Hundred (\$500.00) Dollars or imprisonment in the Stanislaus County jail for not more than six (6) months, or both.

(b) Any person that continues in violation of this section shall be guilty of a separate and distinct offense for each and every violation, pursuant to Turlock Municipal Code Section 1-2-01.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-408; 722-CS, Amended, 02/21/1991)

6-3-508 Penalties for violations: Collections of costs: Injunctions.

In order to enforce the provisions of this chapter, the City may correct any violation hereof. The cost of such correction, including attorney's fees, may be added to any sewer service charge payable by the person violating the chapter of the property upon which the violation occurred, and the City shall have such remedies for the collection of such costs as it has for the collection of sewer service charges. The City may also

petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of the provisions of this chapter.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-409; 722-CS, Enacted, 02/21/1991)

6-3-509 Civil liabilities and penalties.

Any person who intentionally or negligently violates any provision of this chapter shall be liable civilly to liabilities imposed by the City against which the violation occurs. Such civil liability may be in a sum not to exceed Ten Thousand (\$10,000) Dollars. The City may petition the Superior Court to enforce and recover such sums. In determining such amount, the City shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, the corrective action, if any, and the fines and penalties imposed on the City by other agencies.

(1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-410; 722-CS, Enacted, 02/21/1991)

6-3-510 Recycle cart contamination pilfering and/or scavenging restrictions.

Scavenging; or taking any part, or all, of the contents of residential curbside recycling carts that are placed out for collection shall not be permitted. ~~The willful disposal of refuse in recycling carts shall not be permitted.~~ Any violation of this article section shall may constitute an infraction and shall be punishable by a fine of not more than Five Hundred and no/100ths (\$500.00) Dollars.

(Ord. 1041-CS, Add, 03/10/2005)

Article 6. Unauthorized Dumping on City or Private Property

6-3-601 Unauthorized dumping on City or private property prohibited.

(a) No person shall dump, deposit or place, or cause or assist in the dumping, depositing or placing, upon City of Turlock property, or any portion thereof, or in any

City of Turlock waste container or industrial refuse, as those terms are commonly known, used or defined in this chapter.

(b) No person shall dump, deposit or place, or cause or assist in the dumping, depositing or placing, upon any private property, or any portion thereof, or in any waste container, other than the one issued or assigned for their personal use, any waste or industrial refuse, as those terms are commonly known, used or defined in this chapter.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-501; 825-CS, Amended, 08/26/1993; 751-CS, Enacted, 10/10/1991)

6-3-602 Penalty for violation: Habitual offender.

(a) Violation of this article-chapter is as an infraction. The minimum penalty for a first conviction for violating this article-chapter is a One Hundred and no/100ths (\$100.00) Dollars fine; for a second conviction within one (1) year, the minimum penalty is a Two Hundred and no/100ths (\$200.00) Dollars fine; for a third or subsequent conviction within one (1) year, the minimum penalty is a Two-Hundred Fifty and no/100ths (\$250.00) Dollars fine.

(a)(b) Any person that continues in violation of this section shall be guilty of a separate and distinct offense for each and every violation, pursuant to Turlock Municipal Code Section 1-2-01

(b) Notwithstanding the penalty provisions of Section 6-3-507(a) of Article 5 of this chapter, if the City Attorney finds and declares that the defendant is a habitual offender of the provisions of this article, the City Attorney may elect to prosecute such violation as a misdemeanor. For the purposes of this article, a habitual offender shall mean and include a person who has ~~three-four~~ (34) or more convictions for violating this article within one (1) calendar year.

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered 6-3-502; 751-CS, Enacted, 10/10/1991)

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

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2016.

GARY SOISETH, Mayor

ATTEST:

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

SA



Council Synopsis

February 9, 2016

From: Michael I. Cooke, Interim City Manager

Prepared by: Garner R. Reynolds, Acting Municipal Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving water conservation targets and penalties for exceeding the water conservation targets and authorizing staff to proceed with the ordinance amendment for future City Council approval

2. DISCUSSION OF ISSUE:

On December 8, 2015, staff presented information regarding water conservation and water consumption in respect to the Governor's Executive Order B-36-15 requiring a 32% reduction for the City of Turlock in water consumption through October 2016 as compared to the same month in 2013. The recommendation was to develop water conservation targets based on a seasonal average (winter and summer) to help further water conservation.

Water conservation targets will encourage water conservation and further help the City meet the conservation goals established by the State of California. The recommended targets are based on a seasonal average (winter and summer), based on 2013 consumption.

Water conservation targets for all single-family accounts would be as follows:

- January – March 12,000 gallons per month
- April – September 23,000 gallons per month
- October – December 12,000 gallons per month

All other accounts would have their targets based on the reductions as required by the State of California, based on their 2013 consumption. Absent 2013 consumption, the base used shall be as approved by the Director of Municipal Services.

The penalties associated with exceeding these targets would be as follows:

1. Exceed target by 10% Warning
2. Exceed target by 25% \$10.00 penalty
3. Exceed target by 75% \$25.00 penalty
4. Exceed target more than 150% \$50.00 penalty

If, at any time, a customer desires to discuss the established target because they feel it is not appropriate, City staff will schedule an appointment and perform an audit and set their target accordingly.

Education and outreach is an important part of implementing the program and staff will utilize a multitude of methods to get the message out. Efforts will include utility bill inserts, newspaper, City website and our Facebook page.

Staff recommends the targets be approved by resolution annually by City Council resolution. If approved by City Council staff will prepare an ordinance amendment for City Council approval at a future City Council meeting.

3. BASIS FOR RECOMMENDATION:

- A) To encourage water conservation in compliance with the Governor's Executive Order
- B) To provide a reliable, sustainable, high quality water supply for the future prosperity of the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

- 2. Municipal infrastructure is critical to retain and attract businesses.

Action Item:

- 1. Expand drinking water supply and improve drinking water quality.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None.

Budget Amendment

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve the targets and penalties for water conservation. This alternative is not recommended as the City is not consistently meeting the targets established by the State and this is intended to increase water conservation.
-



Council Synopsis

February 9, 2016

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

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement for special services with The Sports Management Group for the purpose of developing a Sports & Recreation Facilities Prioritization and Feasibility Study in an amount not to exceed \$75,000

2. DISCUSSION OF ISSUE:

On June 24, 2014, the Turlock City Council Approved the initiation of a request for proposals process for a Sports & Recreation Facilities Prioritization and Feasibility Study using \$75,000 from fund 305 - Capital Facilities Fees (General Government) to complete the study. The purpose of the Sports & Recreation Facilities Prioritization and Feasibility Study will be to evaluate the various public amenities currently identified in the General Plan (existing and future) to determine Turlock's future recreation facility needs. The study will provide the City with a clearer understanding of the estimated costs for maintaining, constructing and operating each identified facility, as well as potential funding strategies. Staff believes the evaluation of existing facilities is an important component of this study to determine which facilities we should continue to invest in and which may need to be replaced with new or different facilities.

The community will be asked to participate in this process to ensure the public's interests are represented. Once the projects are evaluated and prioritized, the Council will be asked to determine which of those facilities would be best suited for Turlock and how much money to include in financing programs, such as the Capital Facility Fees program. Most of these projects will depend on public/private partnerships due to the cost of operations and maintenance (similar to the Carnegie Arts Center).

This study will be an important step in determining Turlock's future recreation facility needs. Under the General Plan, section 4.2-c "Prioritize Projects and Study Feasibility" it indicates that within two years of adopting the General Plan, the City shall identify and order priorities for new sports and recreation facilities,

and undertake feasibility studies to determine whether and how to proceed with development.

The Purchasing Office solicited formal bids for the Sports & Recreation Facilities Prioritization and Feasibility Study on Request for Bid (RFB) 15-331 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email.

Forty-two (42) vendors were solicited and no local vendor within the City limits submitted a bid. Four (4) vendors submitted bids. City staff evaluated the bids based on professional qualifications, demonstrated competence and reasonableness of cost and price. A recap of the bids is shown below:

1) The Pulse Group	\$62,800
2) The Sports Management Group	\$75,000
3) Hunden Strategic Partners	\$94,800
4) Verde Design	\$102,865

Staff recommends The Sports Management Group based on their proposal and experience specifically with feasibility studies. The Sports Management Group's original bid was \$89,910 but through negotiations both parties were able to agree on a lower cost with city staff providing additional help with public involvement and inventory of existing field / facilities.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Municipal Infrastructure

General Principles:

5. Safe, well designed and attractively maintained parks and facilities.

Action Item:

10. Complete the Recreation Feasibility Study

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Fund 305 - Capital Facilities Fees (General Government)

Fiscal impact to above line number: \$75,000

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve staff's recommendation of the Sports Management Group and elect to use the lowest bidder.
-



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
THE SPORTS MANAGEMENT GROUP
for
**DEVELOPMENT OF A SPORTS & RECREATION FACILITIES PRIORITIZATION AND
FEASIBILITY STUDY**

CITY CONTRACT NO. 16-004

THIS AGREEMENT is made this 9th day of February, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and The Sports Management, a Consultant, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Seventy-Five Thousand and 0/100^{ths} Dollars (\$75,000). 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 February 9, 2016 and end July 31, 2016 subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work or services 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 or services 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 or services 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:** When applicable, 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 insured 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 insured 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 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: THE SPORTS MANAGEMENT GROUP
ATTN: LAUREN LIVINGSTON
2607 7TH STREET, SUITE B
BERKELEY, CALIFORNIA 94710
PHONE: (510)849-3090
FAX: (510) 849-3094**

**for CITY: CITY OF TURLOCK
ATTN: Erik Schulze
PARKS, RECREATION AND PUBLIC FACILITIES
DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5594 Ext. 4604
FAX: (209) 668-5619**

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

Erik Schulze
Parks, Recreation and Public Facilities Department
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5619
E-mail: eschulze@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

The Sports Management Group

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Michael I. Cooke, Interim City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of
Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**City of Turlock
Sports & Recreation Facilities Prioritization and Feasibility Study
City Contract No. 15-032**

The Sports Management Group

Work Plan

The City of Turlock Sports & Recreation Facilities Prioritization and Feasibility Study will provide a comprehensive assessment of its sports and recreation facilities resources, articulate the community's needs, and guide the development of future projects. We pride ourselves in developing projects that meet community priorities, are sustainable, and create recreation opportunities.

1.0 Work Plan

1.01 Project Scope Refinement (Meetings: 1)

The Sports Management Group (TSMG) will conduct a Go-To Meeting videoconference with City Staff to discuss and refine the proposed scope, fee, and schedule for the project.

- Confirm project goals and objectives
- Establish communications plan
- Meet key city staff and schedule facility tour
- Discuss public outreach plan
- Identify stakeholders and citizens to serve on a Citizen Advisory Team
- Refine specific tasks
- Establish milestone dates including meetings and presentations
- Confirm the sequence of work

1.02 Data Collection and Synthesis

City staff will email requested project materials at the kick-off meeting. A list of requested documents will be sent to city staff prior to the meeting. We will review existing information that will provide important project background and understanding including but not limited to the City General Plan, existing sports fields master plans, facility descriptions and uses, joint use agreements, if any, and current field program participation data, and other pertinent reports and studies.

2.0 Citizen Advisory Team (Meetings: 4)

An initial task will be to establish the Sports & Recreation Facilities Prioritization and Feasibility Citizen Advisory Team to serve as the public voice and provide oversight for the project. The City has identified key stakeholders and TSMG will review and may suggest additional stakeholders to be contacted.

Conduct a series of meetings with Citizen Advisory Team to:

- Discuss issues with current facilities/operations
- Review perceived unmet sport and recreation needs
- Identify barrier and challenges to providing facilities
- Define private sector role in meeting needs
- Prioritize recommendations

City will provide follow-up of the contact list of stakeholders and citizens to solicit participation on the Citizen Advisory Team as well as promote and advertise the openings through direct contacts, community marketing resources, and project website. TSMG will invite all interested parties to a project launch meeting to share the project understanding, goals, and schedule. The Citizen Advisory Team roles, responsibilities and commitment will be reviewed. TSMG will work with the team members to establish a meeting schedule, time, and location throughout the process. TSMG will strive for a representative team of stakeholders, field and facility providers, and community members. TSMG will provide camera-ready digital art for City print media including ad for the Parks, Recreation, and Public Facilities Activity Guide.

Deliverables: Citizen Advisory Team meetings will be publicly posted. Meeting agendas and minutes will be documented and provided by the consultant team and incorporated into the appendix of the final report.

3.0 Public Involvement

A successful plan is one that incorporates the input of the community and involves them in the process. Consultants will work with staff to strategize methodology to maximize workshop attendance. This might include banners at facilities, newsletter in local schools/recreational groups, possible day care and translation service.

3.01 Community Project Contact Person

Julie Spier, TSMG Senior Project Manager, will serve as the community contact for the project. Community members will have direct contact information to discuss project-related questions and comments.

3.02 Community Outreach Plan

TSMG will prepare a Community Outreach Plan that uniquely matches the various audiences with avenues for outreach, responding to the available City resources for the effort, and reaches the maximum number of citizens. This Plan will be in outline form and developed collaboratively with City staff completing contact information and outreach methods. Identify specific avenues in which the project team will reach out to the community, and advise the City of input opportunities. The Community Outreach will be prepared in a matrix/checklist fashion for ease of implementation and will be a fluid document, updated as needed at each major participation milestone. A draft of the Community Outreach Plan will be submitted to the City for review and comment.

3.03 Community Outreach Promotion Material

Project Logo

Create a logo to brand the identity of the project. Use of the logo will establish a common reference point in all communication efforts and help stimulate excitement for the project.

Promotional Materials

TSMG will collaborate with City staff to develop outreach promotional materials. TSMG will provide design and layout for City project promotional pieces for distribution to the community, such as a flyer, poster, save the date card, magnet, sticker, button and/or banner to promote community awareness about the project. The exact nature of the pieces will be determined as part of the Community Outreach Plan.

Project Website

TSMG will develop website landing page and outreach in collaboration with City. Design a website landing page to post on City website that will become the central digital repository for project. It will include a schedule for upcoming meetings, consultant contact information, email registration, and all project work products. It may also be used for conducting surveys so that people who were not able to attend the community meetings can express their opinions and preferences. We will work with the City to establish portal links from other websites to the project web page. All promotional materials will be posted to the site, along with a description of the process. The site will be updated as necessary to reflect new materials and draft products for review.

Information Centers

Prepare a set of graphically rich materials for two "drop-in" information centers that will include large format graphics, contact sign-up list, comment forms, and take-away materials (e.g. flyers, etc.). Two complete information centers are envisioned in a bulletin board style format capable of being set up as stand-alone displays on tables. These information centers could be located at key locations in the City (e.g. City Hall, libraries, etc.), and will be updated as appropriate throughout the project. It is envisioned that these Information Centers would also be used at some Community Events such as, Annual Swap Meet, Toy Train Show, and school events, etc. Coordinate with City Staff, who it is assumed will staff the Information Center(s) for these events. Provide training/updates to staff throughout the project so that they are well informed and understand the current issues and upcoming meetings/workshops. As a separate fee, provide assistance at these events, if requested.

Media Outreach

To promote community participation, consultant team City staff will prepare three press releases (at various points through the process to promote upcoming workshops) and public notices for advertise through Turlock Journal.

- Consultant team will provide brief update (1-2 sentence) to City on regular basis for City to post on social media
- Develop public notices for posting/meeting

3.04 Community Workshops

The consultant team will facilitate workshops to encourage involvement in the planning process. Workshops will be advertised on the project website, flyers, and public notices a minimum of 30 days prior to the scheduled workshop.

Community Workshop #1

The inventory, analysis, and needs assessment information will be presented to the community in a public workshop with presentation materials (PowerPoint, graphics, maps, etc.). The workshop would be an open house format designed to promote quality interaction through large and small group discussions, prioritization exercises, and comment sheets. The comment cards will be provided at the workshops for use by persons who are not comfortable with public speaking, to capture additional comments as they arise, and for additional outreach throughout the course of the project

Community Workshop #2

In the second public workshop, we will receive feedback and comment on the recommendations and consensus on priorities. In this interactive workshop, the draft action plan will be presented for review and feedback. The consultant team will record the comments and incorporate them into the plan.

Community Organizations Outreach

Communicating directly with the various organizations is another effective means of creating awareness and enthusiasm about the project. The consultant team will prepare a PowerPoint presentation for use in up to five presentations to local stakeholder organizations. These could include: The consultant team will prepare a PowerPoint for presentation to stakeholders and organizations. TSMG will present up to two sport groups/stakeholder presentations, possibly in coordination with CAT meetings. City staff will be provided presentation materials to provide presentations to community groups. These could include:

- Turlock Senior Group
- Teen Council

4.0 Community Profile, Base Data Collection, and Needs Assessment

4.01 Demographic Analysis and Community Profile

Prepare a demographic profile of the population within the City of Turlock and study area. This analysis will identify the status and changes in age groups, family households, income, educational attainment, spending habits, and other information that can be used to project sports, fields and recreation facilities demand and likely participation. Demographic information will use data provided by the US Census and the Association of Bay Area Governments (ABAG).

4.02 Inventory and Analysis of Existing Sports and Recreation Facilities

City staff will provide inventory list with addresses and descriptions of existing public, nonprofit, commercial, and private fields and facilities. TSMG will inventory existing commercial, nonprofit, and private facilities within the service area that provide sports and recreational services to Turlock residents. The inventory area will include City of Turlock, Turlock Unified School District, CSU Stanislaus, Carnegie Arts Center, Stanislaus County Fairgrounds, and Stanislaus County sports and recreation facilities providers to catalog size, condition, users, and availability.

This data will be analyzed to assess the impact of these sports and recreation providers in the delivery of services to City of Turlock residents and the potential impact as it relates to meeting the needs of residents and the development of new programs and facilities.

4.03 Field & Facility Gap Analysis

Using the information gathered through the Needs Assessment, Citizen Advisory Team, and staff interviews, TSMG will analyze the capacity of existing fields to meet community demand and achieve resident satisfaction. TSMG will perform a gap analysis—the purpose of which is to identify the demand, assess the capacity of the existing fields to meet the demand, and determine if there are gaps in service or capacity to meet that demand. The gap analysis identifies the fields and facilities required to serve the current and projected demand.

5.0 Project Priorities, Feasibility and Funding Sources

5.01 Update standards to support the community vision. Ensure consistency with the General Plan for sports and recreation facilities.

5.02 Prioritization Criteria

Working with the Citizen Advisory Team, develop criteria for prioritizing projects. Review with City staff and revise as needed.

5.03 Feasibility and Funding Options

The City must sustain and maintain its sports and recreation facilities at the adopted standard. TSMG will perform financial analyses to identify the probable operating costs, including annual and long-term maintenance and the revenue potential for proposed sports and recreation facilities. The analyses will assist the City in its decision-making by identifying the operations costs of various options, including staffing, maintenance, utilities, and program related costs. The study also includes identifying the revenue potential for the various options and strategies.

TSMG will develop order of magnitude cost estimates for all potential projects identified in vision, including land acquisition; park improvements, soft costs and project administration costs. TSMG will also create a timeline identifying priorities and links to funding or other triggers.

TSMG will assist the City in developing a strategy to pursue identified funding options, and examining project eligibility for DIF funding.

5.04 Project Prioritization

TSMG will prepare a methodology and framework to guide the prioritization of projects and their capital funding. TSMG will also provide prioritized recommendations for development or improvements based on community input, needs assessment, and capacity to meet community needs in 2020.

6.0 Report of Findings and Recommendations

TSMG will prepare a written report that documents the research, findings, and recommendations of the Study. TSMG will provide a draft report for staff review and comment prior to submission to the Recreation, Cultural and Community Services Commission. Specific field recommendations will be developed to meet any gaps between existing offerings and the public’s need.

This analysis will include, but is not limited to, the following:

- Findings from the analysis of existing fields and facilities and service levels
- The impact of trends on growing sport and recreation facility needs
- A description of the area field and recreation providers and their capacity to serve demand
- Findings and implications from the stakeholder and community outreach process
- Key findings from the sport field peer analysis
- Recommendations to guide planning efforts
- Criteria and prioritization of projects

7.0 Report Presentation

7.01 Presentation to the Parks, Arts and Recreation Commission (Meetings: 1)

TSMG will prepare graphic materials (PowerPoint and/or boards) and appear before the Parks, Arts and Recreation Commission to present the draft report and findings of the Sports & Recreation Facilities Prioritization and Feasibility Study.

7.02 Presentation to the City Council (Meetings:1)

TSMG will present the final Sports & Recreation Facilities Prioritization and Feasibility Study to the City Council as a PowerPoint presentation.

Total Fee For Professional Services **\$75,000**

Including Expenses



**Council
Synopsis**

February 9, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting a summary report of vehicle, bicycle and pedestrian collisions for calendar year 2015 and adopting a multi-pronged, collision reduction strategy for public safety

2. DISCUSSION OF ISSUE:

Traffic Collision Data and Analysis

According to statistics provided by the California Office of Traffic Safety, in 2013 the City of Turlock, when compared with 103 other cities of similar size, ranked 31st in total fatalities and injuries (365), 44th in collisions involving pedestrians (22), 40th in collisions involving bicyclists (28) and 42nd in collisions involving motorcycles. These figures represent higher than average collision rates across all roadway user groups.

During the same time period local agencies within the State, on average, saw a 6.9% increase in pedestrian fatalities, an 8.6% increase in bicycle fatalities and a 1.4% increase in motorcycle fatalities. According to the Governors Highway Safety Association, the State total for pedestrian fatalities sat at 701, which was the highest number of any state. While these numbers have not significantly increased in recent years with population growth, they have not decreased either, highlighting the need for additional efforts.

In 2015 the City received a total of 847 reported collisions, a 2% increase over the previous year. Included in those statistics were 2 fatalities (75% decrease over the previous year), 276 injury accidents (2% decrease over the previous year) and 571 non-injury accidents (6% increase over the previous year). Included in that dataset was 28 pedestrian injuries, 1 pedestrian fatality and 20 bicyclist injuries. This data was provided by the Turlock Police Department.

Staff reviewed detailed collision data to determine if any trends were apparent. The locations of collisions were compared against each other with no significant, discernable patterns identified across the network. In general there were more collisions on major, higher speed roadways and fewer collisions on smaller, lower

speed roadways, which is to be expected given the higher volume of vehicles traveling on arterials and collector streets. At intersections there were higher instances of rear-end collisions and right-of-way violations, often stemming from permissive turning movements where a driver failed to yield the right-of-way to a vehicle or pedestrian. In regards to pedestrian and bicycle collisions specifically, there were not enough collisions reported to identify any trends.

An analysis of primary collision factors across all collisions (not just those listed in the table above) determined that the three most prevalent causes of collisions were right-of-way violations (92), unsafe turning movements (88) and unsafe speed (85).

The table below lists the intersection with the most reported collisions in 2015. This table also indicates the different types of primary collision factors, if known:

Number of Collisions	Intersection	Primary Collision Factors
11	Lander Ave. & E. Glenwood Ave.	(5) Failure to go on "green" (2) Failure to yield (1) Unsafe passing
9	Crowell Rd. & W. Monte Vista Ave.	(2) Failure to go on "green" (2) Unsafe speed (1) Failure to stop at a red light (1) Failure to yield
9	S. Golden State Blvd. & Marshall St.	(4) Failure to stop at a red light
9	Fulkerth Rd. & N. Golden State Blvd.	(2) Unsafe left turn (1) Failure to obey traffic control device (1) Failure to yield to a pedestrian (1) Driving under the influence (1) Unsafe turn (1) Violate basic speed law
8	Christoffersen Pkwy. & Walnut Rd.	(4) Failure to yield (2) Unsafe turn (1) Failure to go on "green"
7	N. Golden State Blvd. & W. Monte Vista Ave.	(3) Unsafe turn (2) Violate basic speed law
7	Lander Ave. & Linwood Ave.	(2) No right turn on "red" (1) Failure to go on "green"

In regards to the intersection collision data, two collision factors stand out more than the rest: failure to "go" or "stop" at a traffic signal and failure to yield. These are followed by unsafe turning movements and unsafe speed.

Collision Reduction Strategy

A successful collision reduction strategy is multi-pronged and involves both infrastructure (engineering) and non-infrastructure elements. Infrastructure improvements include roadways, sidewalks, traffic signals, bus stops and other physical improvements to facilitate safe and efficient access to transportation facilities. Non-infrastructure elements include education, encouragement, enforcement and evaluation (the 4 E's), but do not involve any direct, physical changes to the road. Staff is recommending the adoption of a strategy that includes all of the above listed elements.

Infrastructure

1. New and infill developments shall adhere to planning standards from the City's General Plan, recently amended by the Active Transportation Plan, which provide an increased emphasis on pedestrian and bicycle facilities throughout the City. Staff recommends continuing this approach on an ongoing basis as development plans are delivered to the City for review and comment.
2. Ensure major capital improvement projects that affect transportation facilities are designed in a manner that maintains or enhances the safety and accessibility of those facilities for all roadway users. A few examples of these types of projects are roadway paving/rehabilitation, new traffic signals and water or sewer utility upgrade projects. Staff will use the City's General Plan and Active Transportation Plan in determining the appropriate pedestrian and bicycle facilities for a specific location. These projects are generally funded through grants or enterprise funds, but may also be funded through innovative partnerships with other agencies. Staff recommends continuing this approach.
3. Minor capital improvements may occur periodically when Staff recognizes an opportunity to add or improve upon existing facilities using budgeted resources. An example of this type of improvement is the pedestrian sign and legend upgrades at the pedestrian crossing along Geer Road at Calaveras Way near California State University, Stanislaus. Staff recommends continuing this approach on an ongoing basis as Staff is made aware of potential traffic safety issues.
4. The State's Active Transportation Program is a state and federally funded grant program that provides funding to promote pedestrian and bicycle improvements within local communities. Staff will use the City's General Plan and Active Transportation Plan in determining the appropriate pedestrian and bicycle facilities for a specific location. Staff recommends that the City continue to actively seek grant funding under this program to address critical non-motorized infrastructure needs as identified by community members through outreach efforts, as well as projects identified within the City's own Active Transportation Plan. The State is expected to release a "call for projects" under Cycle 3 of the Active Transportation Program in March 2016 and the City shall conduct no

fewer than three public workshops between February and May 2016 to solicit feedback from the public on projects of value.

5. Staff shall review existing traffic signals with protected-permissive left-turn phases (green arrow, then green circle), as well as consider making protected-only left-turn phasing (green arrow) the standard for new traffic signal design.
6. The City has received grant funding programmed for next fiscal year (2016/17) to coordinate traffic signal timing along the S. Golden State Blvd (East Ave. to Olive Ave.), Geer Rd. (Hawkeye Ave. to Monte Vista Ave.), and Monte Vista Ave. (N. Golden State Blvd. to N. Tegner Rd.) corridors. This work will be performed by a traffic engineering consultant. Signal coordination along major corridors has been proven to reduce accidents and increase efficiency.

Non-Infrastructure

1. **Education.** It is important for the City to provide training and education resources to all roadway users so that they can better understand the rules of the road and expectations of other users. Staff is recommending the following steps to implement this element:
 - a. Partner with the Turlock Unified School District (TUSD) to provide training programs and resources for young children in Turlock schools so that they learn from an early age the tools needed to safely navigate the roadway. Staff recommends the development of training materials, or use of existing training materials that may be available, to provide to every student, along with an explanation or demonstration of safe traveling habits by August 2016; and
 - b. Identify key concepts, both based on importance as well as trending, reoccurring issues within the community by June 2016, and share those insights with local driver training instructors so that teenage drivers are better equipped to avoid unsafe driving practices before they become habits that are difficult to break; and
 - c. Provide verbal warnings, as appropriate based on officer discretion, during targeted enforcement campaigns by law enforcement specified below, which can turn a negative situation into a positive learning experience; and
 - d. Engage in a public outreach campaign by June 2016 using flyers, utility billing inserts and social media posts with messages that are targeted to particular user groups. These messages would reinforce existing law as well as promote best practices for traveling safely with a variety of other roadway users.
2. **Encouragement.** An effective encouragement element will expand on education by encouraging roadway users to do what they already know they should do. Staff recommends the following steps to implement this element:

- a. Conduct bi-annual traffic safety public workshops staffed by traffic engineering and traffic enforcement personnel to both educate and encourage community members about safe traveling practices, as well as to solicit feedback on specific challenges so that the City can consider how to best address those concerns. The first workshop shall be held by May 2016; and
 - b. Use electronic and print media to spread information about the benefits of non-motorized travel. An increase in non-motorized roadway users may result in a decrease of vehicles on the roadway, thereby decreasing the likelihood of a vehicle vs. pedestrian or vehicle vs. bicycle collision. Staff recommends the development of a brochure, as well as related material, which would then be shared using social media and provided to local schools, business and other interested stakeholders by June 2016; and
 - c. In locations where specific safety challenges exist, Staff recommends the use of innovative tools and materials, such as custom signs or message boards, to help communicate specific traffic safety information to all roadway users. This element would be applied on a case-by-case basis as specific issues arise.
-
3. **Enforcement.** In tandem with education and encouragement, local law enforcement has an important role to play as well.
 - a. The Turlock Police Traffic Safety Unit (TSU), currently staffed with one traffic sergeant and two motor officers, provide regular traffic enforcement within the City. Staff recommends for the TSU to continue ongoing traffic safety enforcement efforts with a targeted enforcement campaign with an emphasis on pedestrian and bicyclist right-of-way violations.
 - b. Bi-annual meetings, or more frequently as needed, between the Engineering staff and TSU staff to discuss the existing signs and markings along the roadways to ensure that driving and parking restrictions are clearly communicated to roadway users. Any deficiencies with signs or markings would be evaluated and addressed through an internal work order as needed. Staff recommends continuing this partnership and ensuring the appropriate signs and markings are in place for safety and enforcement efforts.
4. **Evaluation.** In an effort to understand and quantify the benefits of the above listed efforts it is important to evaluate past steps to determine if they are achieving the stated goals, as well as critically examine the transportation network as a whole, on an annual basis, to determine if additional steps should be taken. To achieve this Staff recommends:

- a. Soliciting feedback through social media (i.e. Twitter, Facebook) regarding the effectiveness of traffic safety programs and countermeasures used on a bi-annual basis; and
- b. Engaging the assistance of community volunteers to conduct student travel tallies annually, as well as before and after large infrastructure improvement projects near schools, to better understand how students are arriving and departing from local schools, allowing the City to be address specific concerns relative to each school site; and
- c. Coordinating with the TUSD and local parents annually to obtain information through a parent survey that will help the City to better understand the attitudes, needs and challenges of parents as they transport their children to and from school; and
- d. Applying for a no-cost "Traffic Safety Assessment" by traffic safety experts (engineering and enforcement) to review "pedestrian and bicycle safety programs, conduct a site visit, assess the safety conditions, and then suggest new strategies to improve safety for all modes of transportation." This program is provided through the Institute of Transportation Studies at the University of California, Berkeley, and funded with state and federal grant funds. The application was submitted on January 28, 2016.
- e. Reviewing the data collected and reported to the State under the Selective Traffic Enforcement Program (STEP) on a bi-annual basis to determine what changes, if any, should be made in regards to a targeted enforcement strategy.

Even the most comprehensive traffic collision reduction strategy requires one important element for success: public participation. The City will endeavor to provide tools and resources to address these important issues, but it will require citizens to exercise awareness and personal responsibility as they drive, bike and walk within Turlock.

3. BASIS FOR RECOMMENDATION:

- A. The report represents an accurate summary of collisions in 2015 based on data provided by the Turlock Police Department.
- B. The proposed strategy is a multi-pronged approach to addressing a complex problem in a manner that is inclusive and effective.

Strategic Plan Initiative:

Policy Goal #1: *Effective Leadership*

General Principles:

#4. *Proactively respond to emerging issues*

#7. *Promote organizational and community engagement*

Action Item:

#4. *Promote organizational and community engagement.*

Policy Goal #2: *Fiscal Responsibility*

General Principles:

#4. *Identify and pursue revenue opportunities, including grants and outside sources of funding.*

Action Item:

#4. *Identify, pursue and report on grants.*

Policy Goal #3: *Public Safety*

General Principles:

- #1. *Public Safety is a core mission for every department and employee of the City.*
- #2. *Public Safety provides for the safety of our citizens and preserves our community and culture.*
- #3. *The Police and Fire Departments are traditional leaders in the Public Safety Mission. Their effectiveness is greatly enhanced when all departments work in unison to provide for the safety of our community.*
- #4. *Partnerships with the community are integral to the success of the Public Safety Mission.*
- #5. *Staffing levels in the Police and Fire Departments are critical to effectively accomplish the Public Safety Mission.*
- #6. *The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.*
- #7. *Effective communication is critical to the ability to respond to emergencies as well as routine public safety needs.*
- #8. *Accurate record keeping and analysis of information is critical to fact-based and effective deployment of resources.*

Action Item:

#1. *Maintain and/or enhance staffing levels.*

Policy Goal #4: *Municipal Infrastructure*

General Principles:

- #1. *Municipal infrastructure is integral to public safety and effective service delivery.*
- #4. *Transportation infrastructure that serves the needs of the community:*
 - a. *Well maintained local streets and roads.*
 - b. *Adequate interchange access.*

c. *Access to transit and non-motorized options.*

#8. *Ensure the safety and accessibility of the public sidewalk system.*

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The cost of City staff time associated with implementing the recommended strategy would not result in additional costs, unless the Council determined that additional police officers were necessary to implement the enforcement element, in which those additional costs would apply.

The cost of producing and printing ads and marketing materials, as well as “boosting” posts on Facebook through a targeted ad campaign, would be direct costs not currently accounted for in the adopted budget. These costs could vary widely based on the scope of the outreach and promotional campaign, but Staff would recommend a minimum of \$1,000 per year be allocated to this effort.

5. CITY MANAGER’S COMMENTS:

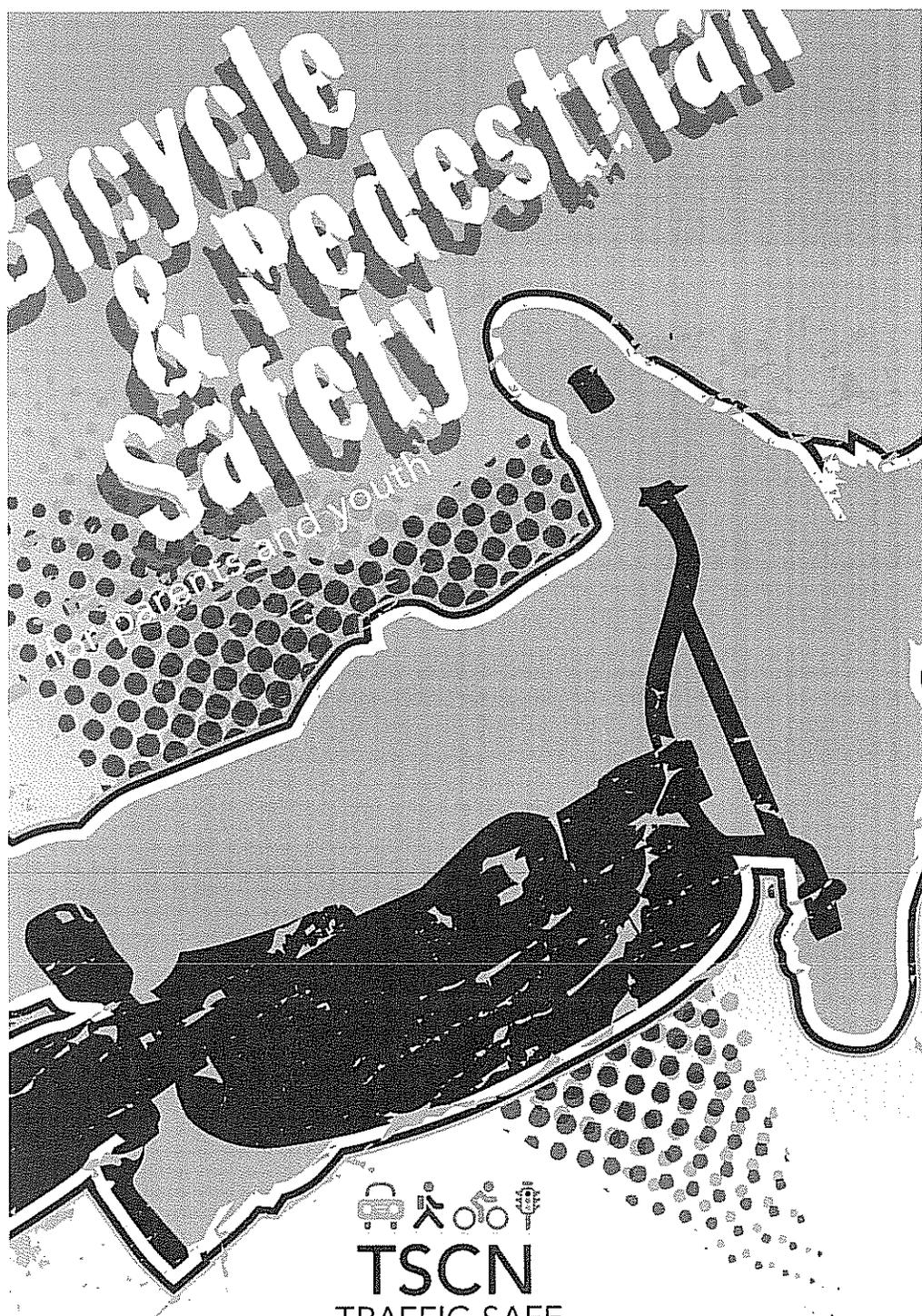
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the provided report and request changes for resubmission.
- B. Reject the proposed collision reduction strategy. Staff does not recommend this approach because a multi-pronged strategy has proven to be the most effective way to reduce collisions.
- C. In addition to the strategy outlined above, engage the professional services of a public relations firm to carry about a targeted, public relations campaign for education and encouragement or a data collection and analysis consultant for enhanced evaluation efforts and reporting. This alternative would bear additional costs dependent on the eventual scope.



bicycle & pedestrian Safety

for seniors and youth



TSCN
TRAFFIC SAFE
COMMUNITIES
NETWORK

INTRODUCTION

This booklet is for:

- Parents thinking about letting their child ride a bicycle, scooter or skateboard wondering if it will be safe.
- Kids who are already walking or riding a bicycle and need more information about safety.
- Motorists who want to know how they can help pedestrians safely share the road.
- Anyone wanting to know a little more about bicycling safely in our communities.

A project of Traffic Safe Communities Network (TSCN) in Santa Clara County

In collaboration with the Trauma Center at Stanford University Medical Center, Santa Clara Police Department, Santa Clara County Office of the Sheriff, Sunnyvale Department of Public Safety, and Santa Clara County Public Health Department

If you would like more detailed information on California Vehicle Code (VC) articles 21230-21235 and will look like this (VC21235d), visit www.dmv.ca.gov.

If you would like more information on helmet requirements for your activity, consult the California State Highway Patrol website at www.cps.gov "Which Helmet for Which Activity".

Check the NHTSA (National Highway Traffic Safety Administration) website for the "National Highway Traffic Safety Administration's Guide to Child Car Seats" at www.nhtsa.gov

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Common Causes of Bicycle and Pedestrian Collisions.....

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Bicycle Equipment Safety.....

Bike Rules.....

Share the Road Tips for Motorists

A Few Guidelines for Motorists



COMMON CAUSES OF BICYCLE AND PEDESTRIAN INJURIES

- Crashing or falling while not wearing a helmet
- Bicyclists on the wrong side of the street
- Pedestrians trying to cross the street mid-block
- Not following traffic signs and signals

SAFETY REMINDERS FOR BICYCLISTS AND PEDESTRIANS

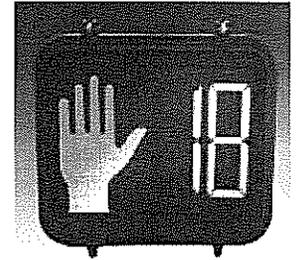
- Stop and look both ways before entering a street, even from a driveway or parking lot. Look left, right and left again before entering the street.
- Make eye contact and make sure the driver sees you before crossing in front of a car.

LAWS FOR PEDESTRIANS

Obey Signals

- Follow all signs and signals.
- Start walking only when "Walk" or white pedestrian is showing.

- If the red hand is flashing, you but don't start.
- Do not start walking against a (b) or if the red hand is steady



Use Sidewalks

- Walk on the sidewalk. If there is no sidewalk, walk on the shoulder of the road.
- Don't walk in the bike lane if there is one (VC21966)

Cross at Corners

- The safest place to cross is at a crosswalk. (VC21954 (a)) Crossing at a corner where drivers are not expecting to see you is a common cause of pedestrian injury.

Right of Way

- Pedestrians do not automatically have the right of way when there is a crosswalk. Pedestrians should stop before entering the crosswalk.



Challenge Number 1

You are walking to a friend's house and stop at the signal with a crosswalk and a pedestrian signal (walking man.) Cars are also stopped at the light waiting to turn right. The light turns green. Who has the right of way, you or the car? What should you do?

The expert says ...

The car should wait for the pedestrians in the crosswalk. But ... you should always stop and make eye contact with the driver to make sure it's safe before you step off the curb.



HINTS

- Check your equipment for wear
- Only allow one person per skateboard
- Do not hitch rides from bicycle
- Never ride in the street.
- Obey all traffic laws
- Ride on smooth surfaces. Watch for areas of dirt, sand, gravel and
- Carefully practice tricks in designated areas
- Learn to fall-practice falling on

SAFETY FOR SCOOTERS AND SKATEBOARDERS

Every skateboarder, and those using scooters or skates should ALWAYS wear a helmet. (It's the law for everyone under the age of 18 years.) (VC 21212(a))

In addition to helmets, wear padding, and closed-toe and slip-resistant shoes while skateboarding or using a scooter or skates.

Specific guidelines for where you may legally ride a skateboard vary from city to city. Check with your local law enforcement agency.

HELMETS

Choose a multi-sport helmet with standard requires that helmets pass back during laboratory testing. This applies to bicycling, roller and in-line skating.

Bicycle helmets with the CPSC (Consumer Product Safety Commission) label are also good.

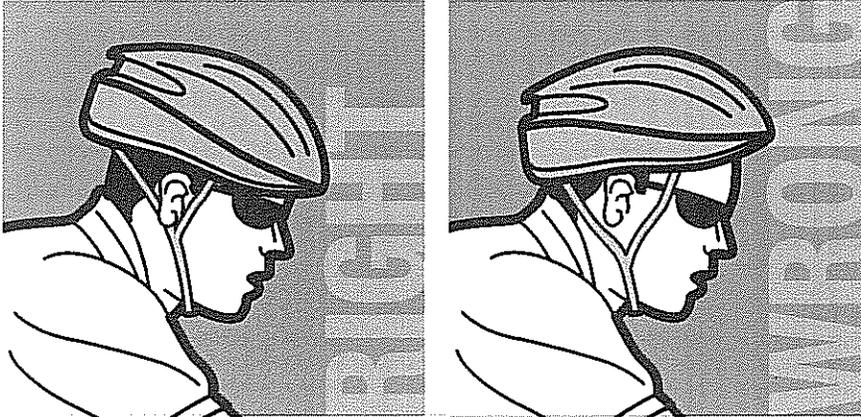


PROTECT YOUR HEAD – WEAR A HELMET

Helmets are **required** for everyone under the age of 18 years when riding a bicycle, scooter, skateboard or skates. (VC21212 (a))

Helmets are **strongly** recommended for people of all ages.

Wearing a properly fitted helmet can reduce the risk of serious head injury by 85%



A well fitted helmet is **SNUG, LEVEL, and LOW**

SNUG: Helmet should not wobble from side to side, and no more than two fingers should fit between the chin strap and chin.

LEVEL: The helmet should be centered on the head without being pushed forward or backward.

LOW: The helmet should be low enough to cover the forehead, and should sit no more than two fingers widths above the eyebrows.

Replace your helmet when it has been in a crash, if either the outer shell or foam is cracked/broken or the foam has gotten hard, and if it doesn't fit anymore.

BICYCLE EQUIPMENT

- Purchase a bicycle that fits you. The top of the bicycle should be 1-2 inches between you and the top of the frame.
- A properly working bicycle is key to your safety. Use the ABC Quick Check before riding

A Air – Are the tires fully inflated?

B Brakes – Do the brakes work properly?

C Chain – Is the chain oiled?

Quick Check Is the lever that holds the seat closed?

Check Make a quick slow ride to make sure everything is working

Challenge Yourself

You are bicycling with two friends on the road and no cars in sight. You are approaching a red light. What do you do?

The expert says ...

California law does not require you to wear a helmet. But for your safety and the safety of others, always wear your helmet, especially when approaching from behind.



Be Visible at Night

Don't assume drivers can see you at night (especially if you are wearing dark clothes.)

A front white headlight and a rear reflector are required when riding at night. A red light on the rear is strongly recommended. (VC21201(d))



Joggers, bicyclists, and even pedestrians, should wear light clothes and reflective tape for extra visibility. (VC 21201(d))

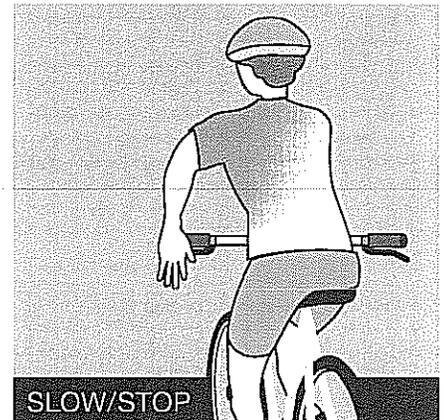
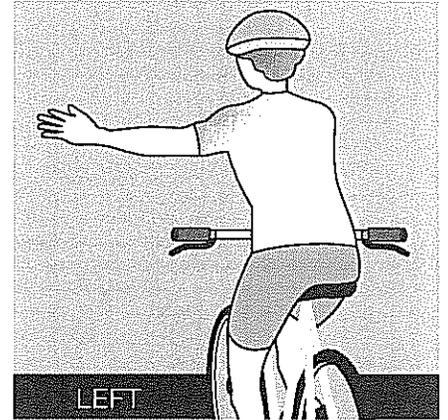
BIKE RULES

BE PREDICTABLE.

- Ride in the same direction as cars. (VC21650.1) Drivers are not looking for wrong way bicyclists.
- Follow the same rules of the road as drivers of cars, such as stopping at stop signs, signaling, etc. (VC 21200)
- Ride on the road. Sidewalks are for pedestrians and those going walking speed – not for bicyclists riding fast

Hand Signals

Use proper hand signals to let drivers know you will be moving. (VC 22111) BE

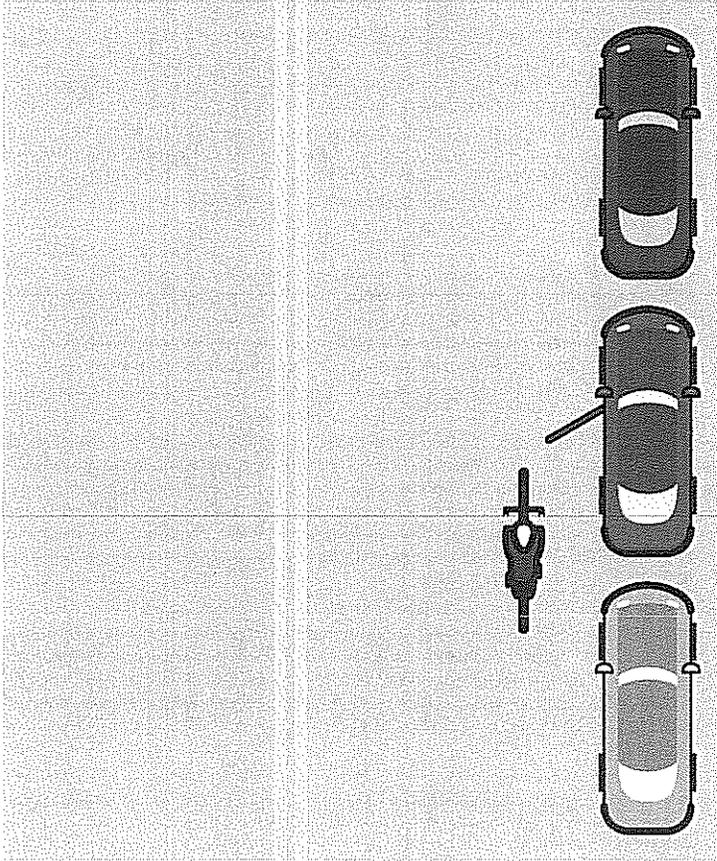


There are two ways to signal a right turn. The first is labeled Right/Alt for the second hand



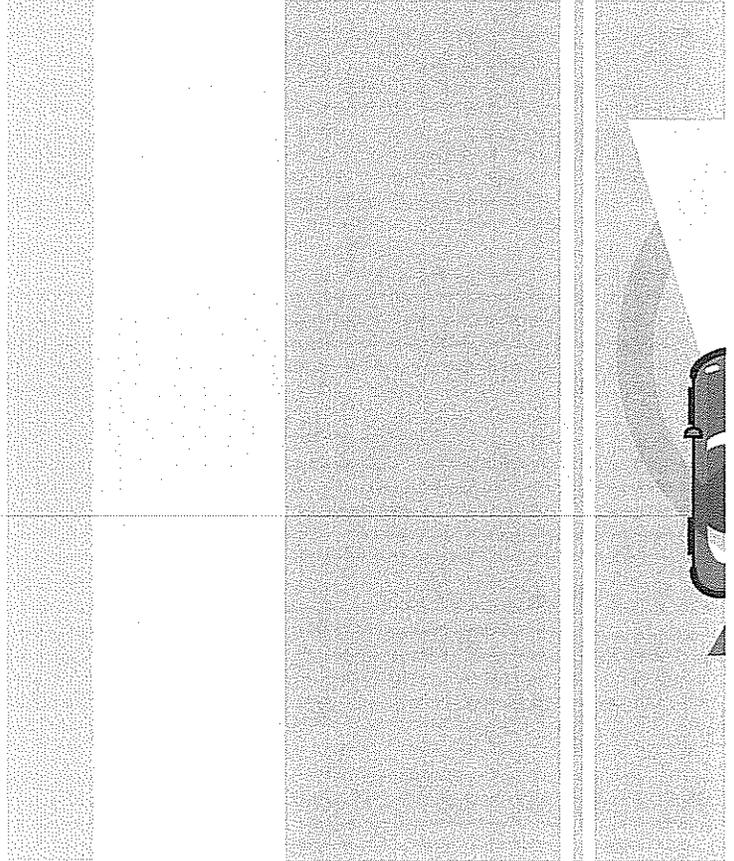
Door Zone

Ride in a straight line and stay out of the **DOOR ZONE**. Ride far enough from parked cars so you can avoid suddenly opened doors. Riding in a straight line allows others to anticipate what you are likely to do.



Ride a Straight Line

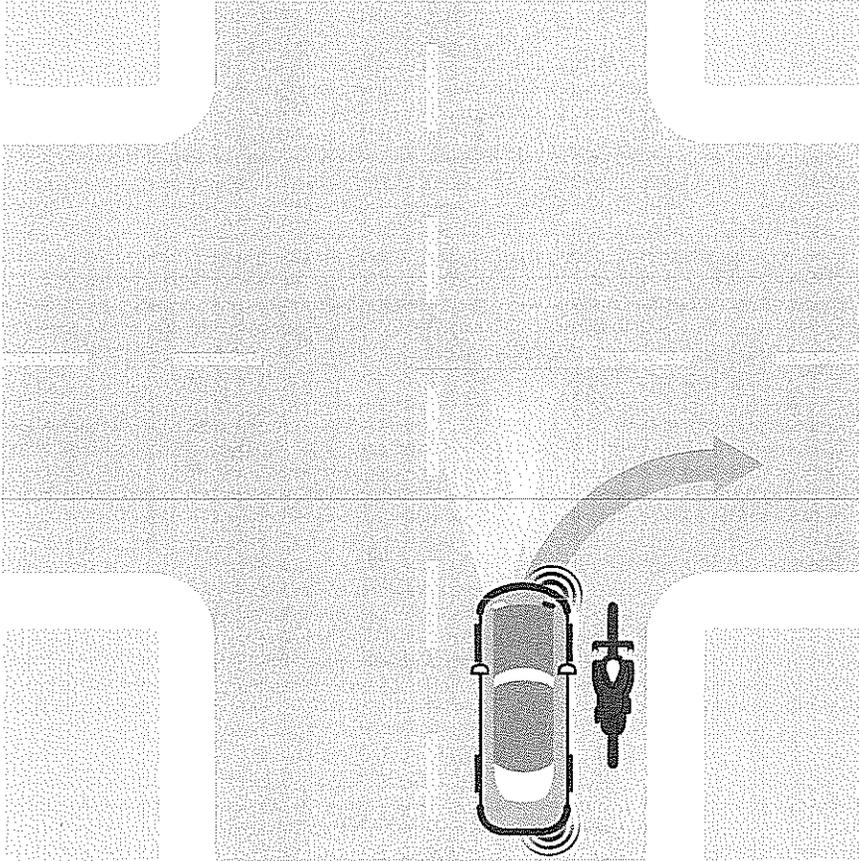
Don't weave between parked car curbs between parked cars, unless **BE PREDICTABLE**. Drivers may not see you in and out of traffic.



Right Turns

For right hand turns, stay in the right lane, glance behind for other traffic before making the turn.

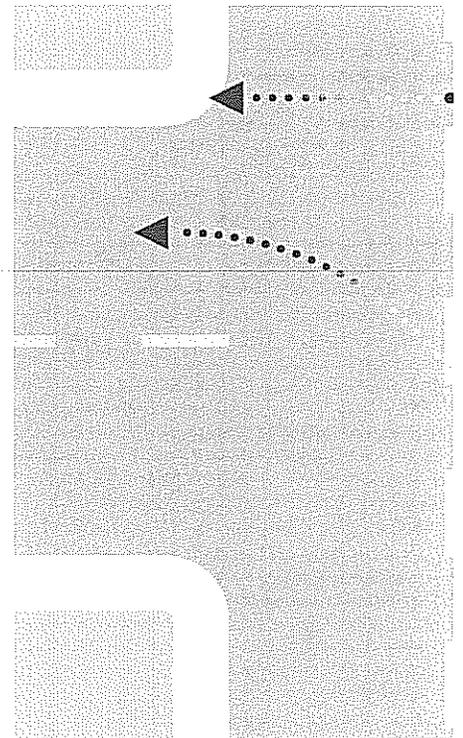
If going straight, carefully move a few feet to the left when approaching an intersection. Be alert for cars that may turn right across your path.



Left Turns

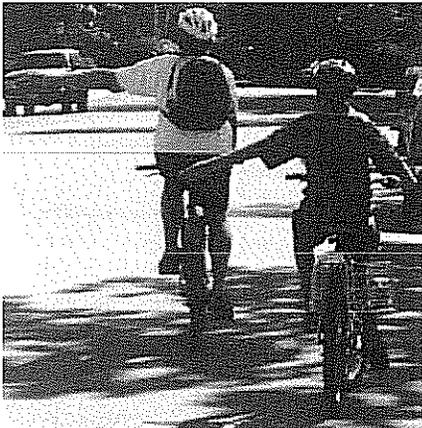
Choose the best way to turn left.

1. Like the driver of a car, signal a lane, and turn left. (This left turn is the safest for new riders.)
2. Like a pedestrian, use the crosswalk. (This is safest for new riders.)
3. Use a box turn or 90 degree turn at an intersection to the far corner. Yield to oncoming traffic. (This is safest for new riders.)



Reminders for Bicyclists

- Never carry things that would prevent you from putting at least one hand on the handlebars of the bicycle. (VC 21205) To be safe, keep 2 hands on the handlebars when possible.
- Hitching rides on a car is against the law for bicyclists, scooters and skateboards. (VC 21203)
- Each rider of a bicycle must have a seat; double riding is not allowed. (VC 21204 (b))
- Riding a bicycle requires your full attention ... do not ride with headphones in both ears. (VC 37400)
- Stay focused and stay alert. Ride defensively; try to anticipate and predict what motorists may do.
- Keep your bicycle in good condition.



SHARE THE ROAD MOTORISTS'S

Bicyclists have the same rights as motorists on the road. (VC21220(a)) Here are some reminders for motorists:

What to Expect – By law, bicyclists must travel in the same direction as car traffic. However, you should always look out for uneducated bicyclists who may be traveling in the opposite direction from car traffic. Also, watch for small children on bicycles, moving quickly.

Give Adequate Space – In conditions with limited room for the bicyclist to ride to the edge of the lane of traffic, give the bicyclist at least 3 feet of space.

Passing – Wait until it is safe to pass. Give the bicyclist ample space between your vehicle and the bicyclist. If you pass too closely, the draft from your car can cause the rider to swerve out of the lane. The 3-foot rule is recommended – give the bicyclist at least 3 feet when passing.

Turning Right – Watch out for bicyclists who may be to the right of your vehicle. The bicyclist may not think. As you slow to make the turn, the bicyclist may try to avoid crashing into the passenger side of your vehicle.

Turning Left – Look for bicyclists who may be crossing the road. Bicyclists who are crossing straight ahead in the opposite direction may be in your path.



Backing Up – When backing out of your driveway, look to see if someone is riding (or walking) in your path. Children on bikes are especially hard to see. LOOK BOTH WAYS before backing up.

Check the Door Zone – After parallel parking, use the rear view mirror and turn around to look for bicyclists riding along side of your car or approaching quickly, before opening the door.

Honk Only When Necessary – If the need arises to honk your horn to alert a bicyclist that you are about to pass, do so at a respectful distance. Honking too close may cause the bicyclist to lose his bearing and create a hazardous situation for you both.

Signaling – Always use turn signals before turning, changing lanes or pulling out from the curb.

Watch for Pedestrians –

- Watch for pedestrians at all times on both sides of the road ahead for pedestrians.
- Stop or yield to pedestrians at marked or unmarked crosswalks. An unmarked crosswalk would be placed where the crosswalk has been painted/marked.
- Stop or yield to pedestrians at all intersections.
- Do not park in crosswalks.
- Never pass or overtake a vehicle in the presence of pedestrians.
- Always be prepared to stop for pedestrians at intersections and near schools.

Right Turn on Red

In intersections where “Right Turn on Red” is permitted, watch for pedestrians that may be stepping into the street on a red light.

As you attempt to merge with main traffic, you will be looking away from oncoming traffic. Check for pedestrians before turning.

Challenge Number 3

You are driving your car along a four lane road with a center divider. You notice a pedestrian on the sidewalk wanting to cross mid-block, but there is lots of fast moving traffic on both sides of the street. Should you stop and motion the pedestrian to cross?

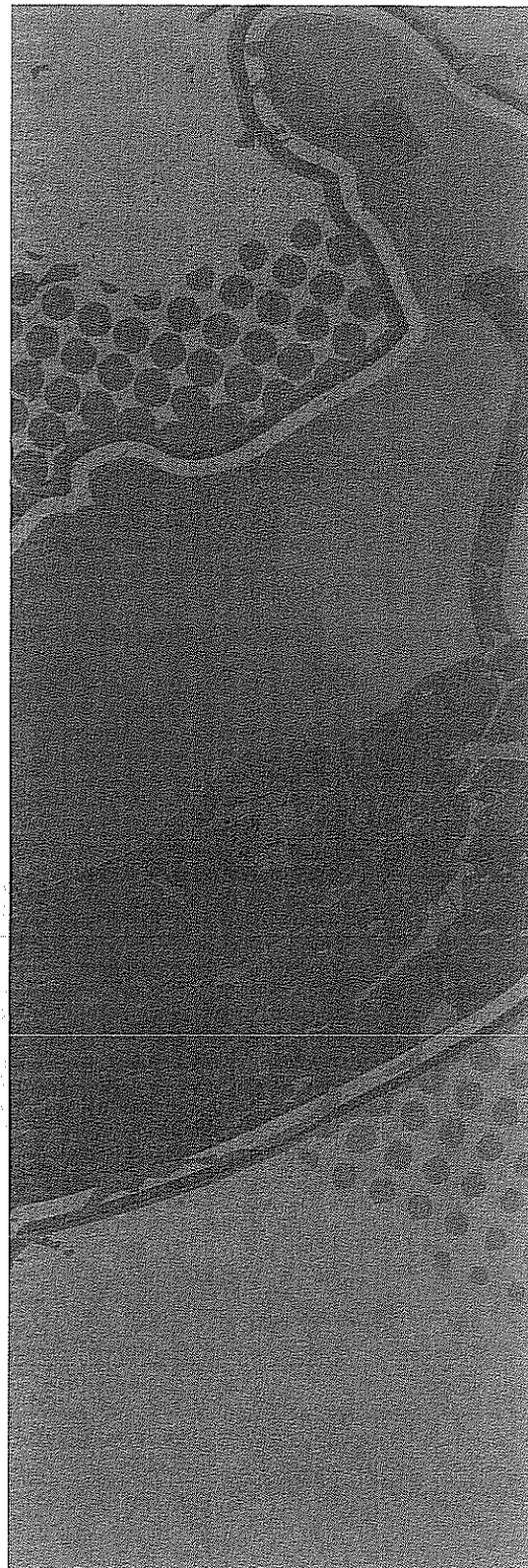
The expert says ...

NO! This is a dangerous place to cross, and pedestrians should cross at the intersections. If you stop in the middle of the block you may be rear ended, or the pedestrian may be hit by one of the other cars.



A FEW GUIDELINES FOR MOTORIZED SCOOTERS

- Riders must be 16 years old and have a license or instructional permit to operate a motorized scooter. (VC21235(d))
- The motorized scooter speed limit is 15 mph. (VC22411)
- Scooters may be ridden on a street with a speed limit of 25 mph or less and may not be ridden on the sidewalk. (VC21235b)
- During darkness, a front light, and front and rear reflectors are required. (VC21223)
- Don't forget – helmets are required to scooter too! (VC21212(a))



Law Enforcement Agencies Participating in Juvenile Traffic Diversion

Campbell Police Department
Gilroy Police Department
Los Altos Police Department
Los Gatos-Monte Sereno Police Department
Milpitas Police Department
Mountain View Police Department
Morgan Hill Police Department
Palo Alto Police Department
Santa Clara County Sheriff's Office
Santa Clara Police Department
Sunnyvale Department of Public Safety

Funding for this project was provided by a grant
from the California Office of Traffic Safety, through
the National Highway Traffic Safety Administration.



In Santa Clara County
Sobrato Center for Nonprofits – San Jose
1400 Parkmoor Avenue, Suite 120B, San Jose, CA 95126
Phone: (408) 793-2730 • Fax: (408) 793-2731

www.scephd.org/traffic

 This booklet is printed on recycled paper.



Council Synopsis

SD

February 9, 2016

From: Gary Soiseth, Mayor

Prepared by: Jennifer Land, City Clerk/Exec. Asst. to City Manager Trainee

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community

2. DISCUSSION OF ISSUE:

The City of Turlock strives to provide quality services, exemplary customer service, first class public safety, smart growth and development, and community engagement. In addition, the City is also committed to promoting a kinder, stronger, and more welcoming community.

To support this mission of promoting a "kinder, stronger, and more welcoming community", Mayor Soiseth has developed the Million Acts of Kindness Initiative. The Million Acts of Kindness Initiative is a goal for citizens of all ages to perform one million acts of kindness. Acts of kindness come in all forms and many efforts are already underway; however, the new initiative will be yet another effective way to encourage kindness in words and actions throughout every part of the community.

The inspiration for this initiative stems from the Mayor's work in Afghanistan and visiting other communities halfway across the world as well as the influence of Mayor Tom Tait from the City of Anaheim who shares this same vision.

Beginning in February 2016, the initiative will be introduced to the City of Turlock's Afterschool Program. The students will engage in various activities that define, promote, and encourage kindness. In addition, the Mayor will be partnering with several ministries and organizations to further this initiative by highlighting existing efforts and identifying new opportunities for spreading kindness throughout our community.

To promote this initiative, the Mayor has designed a million acts of kindness logo that will be displayed in various forms, including, but not limited to, letterhead, agendas, correspondences, flyers, displays, buildings, and/or apparel. A process will also be developed for organizations and agencies to become partners of this initiative.

3. BASIS FOR RECOMMENDATION:

The Million Acts of Kindness Initiative is an effective way to encourage and promote kindness in words and actions throughout every part of our community.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: Effective Leadership

General Principles:

1. Foster innovation and promote positive change.
5. Exhibit professional excellence and behavior.
6. Demonstrate personal commitment to the organization and the community
7. Promote organizational and community engagement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At this time, it is anticipated that existing budgets are sufficient to fund necessary purchases, including, but not limited to, classroom activities and supplies, bracelets, and other promotional materials. Should it be determined that additional monies are needed, a request for an additional appropriation will be presented at that time.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not adopt the Million Acts of Kindness Initiative.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE }
MILLION ACTS OF KINDNESS INITIATIVE }
FOR THE CITY OF TURLOCK, AS AN }
ORGANIZATION AND AS A COMMUNITY }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock is committed to promoting a kinder, stronger, and more welcoming community; and

WHEREAS, to promote and encourage kindness, Mayor Soiseth has developed the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community; and

WHEREAS, the Million Acts of Kindness Initiative is a goal for citizens of all ages throughout our community to perform one million acts of kindness; and

WHEREAS, the initiative will include, but not be limited to, the following efforts and activities:

1. Introduce the initiative to the City of Turlock's Afterschool Program. The students will engage in various activities that define, promote, and encourage kindness; and
2. Form partnerships with several ministries and organizations who exude acts of kindness to further this initiative by highlighting existing efforts and identifying new opportunities for spreading kindness throughout the community; and
3. Adopt the Million Acts of Kindness logo that will be displayed in various forms, including, but not limited to, letterhead, agendas, correspondences, flyers, displays, buildings, and/or apparel; and
4. Develop a process for organizations and agencies who exude acts of kindness to become partners of this initiative. This process will also authorize partners to use the Million Acts of Kindness logo.

WHEREAS, together, we will meet this challenge of one million acts of kindness over the coming years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of February, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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