

City Council Special Meeting Agenda



MARCH 1, 2016

6:00 p.m.

**City of Turlock Yosemite Room
156 S. Broadway, Turlock, California**

Mayor
Gary Soiseth

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

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

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 THE FLAG**

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. Proclamation: Turlock Quilt Guild, Threads of Beauty Quilt Show, Mayors Award Recipient, Wallace Albert Sanford
 - B. Presentation: Rosa Park, Executive Director, StanCOG, Transportation Expenditure Plan
 - C. Presentation: Turlock Gospel Mission by Chris Kiriakou

3. **A. SPECIAL BRIEFINGS**
 1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Maggie White, Student Government Relations Coordinator

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2. **STANISLAUS COUNTY OFFICE OF EDUCATION**
Scott Kuykendall, Assistant Superintendent

B. STAFF UPDATES

1. Diversion Program (*Norton*)
2. Policy Goals and Implementation Plan (*Executive Staff*)
3. Capital Projects and Building Activity (*Pitcock*)

C. PUBLIC PARTICIPATION - LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING

This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. 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.

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: Weekly Demands of 1/21/16 in the amount of \$512,364.43; Weekly Demands of 1/28/16 in the amount of \$267,957.78; Accepting Monthly Demands of 11/30/15 in the amount of \$1,060,254.25
- B. Motion: Accepting Minutes of Special Meeting of February 9, 2016; Regular Meeting of February 9, 2016; Special Meeting of February 16, 2016
- C. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$1,770 (Fund 228) for City Project No. 15-28, "Brandon Koch Memorial Skatepark," bringing the contract total to \$260,770
- D.
 1. Motion: Making the determination that City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement" is exempt from the provisions of CEQA in accordance with Section 15303
 2. Motion: Awarding bid and approving an agreement in the amount of \$8,834.38 (Fund 205) with Titan Fence, Modesto, California, for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement"
 3. Resolution: Appropriating \$15,000 to account number 205-60-602.51270 "Construction Project" to be funded from an anticipated insurance reimbursement to be accounted for in account number 205-60-602.37220 "Insurance Refund/Recovery"
- E. Resolution: Re-appropriating \$142,350 to account number 240-00-000-203.51005_001 "Communications Equipment Funded by PEG Fees" for City Project No. 14-26B, "Council Chambers Improvements," to complete the necessary funding required for this project

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- F. Motion: Approving a facility lease agreement with California State University Stanislaus in an amount not to exceed \$200 for a community meeting in support of the Active Transportation Program grant development process and authorizing the Mayor or City Manager to execute the agreement on behalf of the City of Turlock
- G. 1. Motion: Approving a professional services agreement with NBS, of Temecula, California, for professional consulting services to conduct a Fee Study for staff cost recovery in an amount not to exceed \$14,925
2. Resolution: Appropriating \$4,000 to account number 502-40-410.43754 "Engineering Fee Study" to be funded via transfer from Fund 216 "Local Transportation Fund (LTF) for Streets and Roads" unappropriated reserves to complete the necessary funding required for this study
- H. Motion: Approving an agreement for settlement of water rights protests between the City of Turlock, Del Puerto Water District and Banta Carbona Irrigation District
- I. Resolution: Approving an amendment to the Turlock Groundwater Basin Association Memorandum of Understanding (MOU) to allow the City of Waterford to join as a new party and revising the method of adding new parties in the future
- J. Resolution: Appropriating \$4,408 to 410-51-534.51184 "Municipal Services Office Remodel," \$2,204 to 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and \$2,204 to 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel," from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of data cables for the new office panel systems for Municipal Services approved on November 10, 2015
- K. Motion: Approving Amendment No. 1 to Contract No. 13-013 with Trees, Inc., for additional tree trimming and maintenance services
- L. Resolution: Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of \$100,000 in Fiscal Year 2015-16; and Appropriating unexpended 2014-15 revenues in the amount of \$106,283 to also be used on matching funds for 2015 COPS grant
- M. Resolution: Appropriating \$15,096 to account numbers 110-20-210.48001_148 "Transfers out to Fund 266 Police Grants" and 266-20-255-353.38001_148 "Transfers in from Fund 110 Police/Patrol" to provide funding for 911 For Kids expenditures that were not reimbursable from CA State 911 Grant funds
- N. Motion: Authorizing the approval and execution of a Memorandum of Understanding among the City of Turlock, the Ceres Police Department, the Modesto Police Department, the Stanislaus County Sheriff's Department, the Oakdale Police Department, the Newman Police Department, the California State University Stanislaus Police Department, and the Stanislaus County Probation Department to work cooperatively to reduce alcohol related traffic collisions in Stanislaus County through the "Avoid the 12" Project # AL1635 MOU with the California Office of Traffic Safety
- O. Resolution: Approving modifications to the job description for the position of Administrative Assistant, Public Safety, effective March 1, 2016
- P. Resolution: Designating the Administrative Fee for Strike Team of Office of Emergency Services (OES) deployments paid by the State of California to be placed in revenue account number 240-00-000-312.34060_001 "FEMA/OES Reimb - Admin Fee" and appropriating \$2,734 to account number 240-00-000-312.44001_156 "Supplies-Strike Team" for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments funded by the Admin Fee received in Fiscal Year 2015-16

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- Q. Motion: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on four (4) document scanners, in an amount not to exceed \$4,584
- R. Resolution: Appropriating \$5,383 to 308-40-457.38001_198 "Transfer In to Close Storm Component," \$5,383 to 411-51-536.48001_198 "Transfer Out to Close Storm Component," \$2,304 to 308-40-459.38001_199 "Transfer In to Close Recycled Water Component" and \$2,304 to 308-40-458.48001_199 "Transfer Out to Close Recycled Water Component" from Fund 308 "Turlock Regional Industrial Park" and Fund 411 "Storm Drainage Construction" reserve balances to consolidate components after the adoption of fee changes to the Westside Industrial Specific Plan
- S. 1. Resolution: Authorizing the overhire of two (2) Building Inspector positions in the Building Division due to the anticipated retirement of the incumbents on August 1, 2016 and October 1, 2016, respectively
2. Resolution: Appropriating \$56,800 to 110-30-300.41100_010 "Fire-Overtime Training," \$2,510 to 110-30-300.42007 "Workers Comp Insurance," \$1,726 to 110-30-300.42008 "City Liability Insurance," \$824 to 110-30-300.42010 "Medicare," \$20,000 to 110-30-300.46025 "Outside Contract Labor," \$5,000 to 110-30-300.46032 "Vehicle & Small Equipment Maintenance Parts," and \$9,500 to 110-30-300.47095 "Training General," from Fund 110 "General Fund" reserve balance to provide essential Fire services without interruption
- T. Motion: Rejecting Claim Filed for Damages by Sally Johnson

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

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

8. **SCHEDULED MATTERS**

- A. Request to determine that the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines and declare the intention to vacate that certain section of Cooper Avenue right-of-way between Rose Street and Oak Street (Abandonment 15-01).
(Pitcock)

Recommended Action:

Motion: Determining that the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines having found that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment

Resolution: Declaring the intention to vacate that certain section of Cooper Avenue right-of-way between Rose Street and Oak Street (Abandonment 15-01)

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- B. Request to adopt a multi-pronged, collision reduction strategy for public safety. (*Pitcock*)

Recommended Action:

Motion: Adopting a multi-pronged, collision reduction strategy for public safety

- C. Request to accept a report on accessibility compliance for calendar year 2015 within the City of Turlock. (*Pitcock*)

Recommended Action:

Motion: Accepting a report on accessibility compliance for calendar year 2015 within the City of Turlock

- D. Request to approve the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus, for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010; Authorize the Mayor or Interim City Manager to execute all necessary documents in connection with the sale; and Authorize the sale proceeds from the disposition of 1030 East Avenue to be deposited into the General Fund. (*Pitt*)

Recommended Action:

Resolution: Approving the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus, for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010 and authorizing the Mayor or Interim City Manager to execute all necessary documents in connection with the sale

Resolution: Authorizing the sale proceeds from the disposition of 1030 East Avenue to be deposited into fund 110 "General Fund"

- E. Request to affirm the City Manager's action of having signed and submitted an application to serve as the Administrative Entity and Statement of Certifications for the State of California Emergency Solutions Grant (ESG) Program. (*Pitt*)

Recommended Action:

Motion: Affirming the City Manager's action of having signed and submitted an application to serve as the Administrative Entity and Statement of Certifications for the State of California Emergency Solutions Grant (ESG) Program

- F. Request to approve a loan agreement, deed of trust with assignments of rents, security agreement and fixture filing, and a promissory note between the City of Turlock and Turlock Gospel Mission in the amount of \$120,000, plus escrow costs in an amount not to exceed \$3,000, for the purchase of 432 South Broadway, Turlock, California, to provide a permanent home for the Homeless Assistance Ministry (HAM Center), and authorizing the Mayor or Interim City Manager to execute all necessary documents. (*Pitt*)

Recommended Action:

Motion: Approving a loan agreement, deed of trust with assignments of rents, security agreement and fixture filing, and a promissory note between the City of Turlock and Turlock Gospel Mission in the amount of \$120,000, plus escrow costs in an amount not to exceed \$3,000, for the purchase of 432 South Broadway, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 043-049-022, to provide a permanent home for the Homeless Assistance Ministry (HAM Center), and authorizing the Mayor or Interim City Manager to execute all necessary documents

- G. Request to approve the Reimbursement Agreement between the Turlock Chamber of Commerce and the City of Turlock regarding the Convention and Visitor's Bureau.
(Norton)

Recommended Action:

Motion: Approving the Reimbursement Agreement between the Turlock Chamber of Commerce and the City of Turlock regarding the Convention and Visitor's Bureau

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. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Manager

13. ADJOURNMENT

The foregoing meeting is hereby called by Mayor Gary Soiseth at the above mentioned date and time pursuant to California Government Code §54956.



GARY SOISETH, Mayor

IN RECOGNITION OF
TURLOCK QUILT GUILD
THREADS OF BEAUTY QUILT SHOW
MAYOR'S AWARD RECIPIENT
WALLACE ALBERT SANFORD

WHEREAS, Wallace Albert Sanford was born in Los Angeles, California, on October 6, 1925; and

WHEREAS, Wallace Sanford served honorably as a hospital corpsman in the United States Navy from 1943 to 1946; and

WHEREAS, in 2005, at the age of 79, Wallace Sanford began quilting while recovering from quadruple bypass surgery; and

WHEREAS, since that time, Wallace Sanford has combined his special talent for quilting with his heartfelt desire to honor fellow servicemen by volunteering his time and talent to Quilts of Honor, an organization whose mission is to bestow a universal symbol and token of thanks, solace, and remembrance to those who serve in harm's way while protecting and defending our lives and freedoms; and

WHEREAS, on February 6, 2016, at the Turlock Quilt Guild Threads of Beauty Quilt Show, Wallace Sanford's quilting entry was selected by Mayor Gary Soiseth to receive the "Mayor's Award"; and

WHEREAS, Wallace Sanford will donate his prize winning quilt to the Quilts of Honor organization, who will in turn present it to a deserving recipient.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize "WALLACE ALBERT SANFORD" for his outstanding artistry, volunteerism, and most importantly, his patriotic and selfless service to our country.

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 1st day of March, 2016.

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 WEEKLY DEMANDS OF 1/21/16 IN THE }
 AMOUNT OF \$512,364.43; }
 WEEKLY DEMANDS OF 1/28/16 IN THE }
 AMOUNT OF \$267,957.78; }
 MONTHLY DEMANDS OF 11/30/15 IN THE }
 AMOUNT OF \$1,060,254.25; }
 _____ }

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:
1/21/16	\$512,364.43
1/28/16	\$267,957.78
11/30/15	\$1,060,254.25

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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: 1/15/2016 - To Payment Date: 1/21/2016

5A1

Num:er	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105407	01/21/2016	Open			Utility Management Refund	BAEZ, DAVIN	\$105.02		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$105.02		
105408	01/21/2016	Open			Utility Management Refund	DAY, ANDREA	\$56.79		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$56.79		
105409	01/21/2016	Open			Utility Management Refund	DHALIWAL, BALDISH, K	\$121.16		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$121.16		
105410	01/21/2016	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$61.90		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$61.90		
105411	01/21/2016	Open			Accounts Payable	3T EQUIPMENT CO INC	\$1,879.39		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,879.39		
105412	01/21/2016	Open			Accounts Payable	A & A PORTABLES INC	\$79.76		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$79.76		
105413	01/21/2016	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$24.75		
105414	01/21/2016	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$76.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$76.15		
105415	01/21/2016	Open			Accounts Payable	ASCAP	\$669.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$669.00		
105416	01/21/2016	Open			Accounts Payable	AT&T MOBILITY	\$46.51		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$46.51		
105417	01/21/2016	Open			Accounts Payable	AT&T/SBC	\$33.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$33.29		
105418	01/21/2016	Open			Accounts Payable	CALIFORNIA HIGHWAY PATROL	\$300.00		
	Paying Fund			Cash Account			Amount		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$300.00		
105419	01/21/2016	Open			Accounts Payable	CALIFORNIA LANDSCAPE AND DESIGN INC	\$23,085.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

105420	228 - Park Development Tax	01/21/2016	Open	228.11000 (Cash)	Accounts Payable	CENTRAL VALLEY CONCRETE	\$23,085.00
	Paying Fund			Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	01/21/2016	Open	410.11000 (Cash)			\$236.00
	420 - WATER	01/21/2016	Open	420.11000 (Cash)			\$347.46
105421					Accounts Payable	CHARTER COMMUNICATIONS	\$528.41
	Paying Fund			Cash Account			Amount
	110 - General Fund	01/21/2016	Open	110.11000 (Cash)			\$49.99
	410 - WATER QUALITY CONTROL (WQC)	01/21/2016	Open	410.11000 (Cash)			\$79.42
	501 - Information Technology	01/21/2016	Open	501.11000 (Cash)			\$399.00
105422					Accounts Payable	CTC INC	\$6,400.00
	Paying Fund			Cash Account			Amount
	215 - Streets - Grant Funded Projects	01/21/2016	Open	215.11000 (Cash)			\$6,400.00
105423					Accounts Payable	CULLIGAN INC	\$284.37
	Paying Fund			Cash Account			Amount
	420 - WATER	01/21/2016	Open	420.11000 (Cash)			\$284.37
105424					Accounts Payable	CUMMINS PACIFIC LLC	\$5,318.13
	Paying Fund			Cash Account			Amount
	426 - Transit - Fixed Route	01/21/2016	Open	426.11000 (Cash)			\$5,318.13
105425					Accounts Payable	ECONOMIC & PLANNING INC	\$1,806.25
	Paying Fund			Cash Account			Amount
	110 - General Fund	01/21/2016	Open	110.11000 (Cash)			\$1,806.25
105426					Accounts Payable	FARIA, JAMIE	\$142.00
	Paying Fund			Cash Account			Amount
	104 - Payroll Clearing Fund	01/21/2016	Open	104.11000 (Cash)			\$142.00
105427					Accounts Payable	FASTENAL COMPANY INC	\$907.10
	Paying Fund			Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	01/21/2016	Open	410.11000 (Cash)			\$907.10
105428					Accounts Payable	FINANCIAL CREDIT NETWORK	\$1,750.62
	Paying Fund			Cash Account			Amount
	110 - General Fund	01/21/2016	Open	110.11000 (Cash)			\$875.31
	217 - Streets - Gas Tax	01/21/2016	Open	217.11000 (Cash)			\$150.00
	405 - Building	01/21/2016	Open	405.11000 (Cash)			\$18.78
	410 - WATER QUALITY CONTROL (WQC)	01/21/2016	Open	410.11000 (Cash)			\$595.28
	420 - WATER	01/21/2016	Open	420.11000 (Cash)			\$111.25
105429					Accounts Payable	FIRST TRANSIT INC	\$47,894.20
	Paying Fund			Cash Account			Amount
	425 - Transit - Dial-A-Ride	01/21/2016	Open	425.11000 (Cash)			\$14,920.26
	426 - Transit - Fixed Route	01/21/2016	Open	426.11000 (Cash)			\$32,973.94
105430					Accounts Payable	GDR ENGINEERING INC	\$3,528.00
	Paying Fund			Cash Account			Amount
	420 - WATER	01/21/2016	Open	420.11000 (Cash)			\$3,528.00
105431					Accounts Payable	GEOANALYTICAL LAB INC	\$3,806.31
	Paying Fund			Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	01/21/2016	Open	410.11000 (Cash)			\$2,410.91

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

105432	420 - WATER 01/21/2016 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	GOMES & SONS INC, JOE M	\$1,395.40
105433	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	GOMES PROPANE	\$613.73
105434	217 - Streets - Gas Tax 01/21/2016 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	GRAINGER INC, WW	\$165.46
105435	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	HD SUPPLY WATERWORKS LTD	\$1,738.14
105436	420 - WATER 01/21/2016 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	HILMAR LUMBER INC	\$1,266.53
105437	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	HILMAR READY MIX	\$100.20
105438	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/21/2016 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	JORGENSEN & CO INC	\$1,231.23 \$161.44
105439	110 - General Fund 01/21/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	KID TIME FITNESS COMPANY	\$478.64
105440	110 - General Fund 01/21/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	KLEINFELDER INC	\$928.80
105441	228 - Park Development Tax 01/21/2016 Paying Fund	Open	228.11000 (Cash)	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	\$2,032.00
105442	110 - General Fund 01/21/2016 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MOTION INDUSTRIES INC - CAB2	\$50.00
105443	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	NAPA AUTO PARTS	\$12.57
105444	110 - General Fund 205 - Sports Facilities 410 - WATER QUALITY CONTROL (WQC) 426 - Transit - Fixed Route 01/21/2016 Paying Fund	Open	110.11000 (Cash) 205.11000 (Cash) 410.11000 (Cash) 426.11000 (Cash)	Accounts Payable	NELSON NYGAARD CONSULTING ASSOCIATES INC	\$6.44 \$12.88 \$26.18 \$14.95
	426 - Transit - Fixed Route		426.11000 (Cash)	Accounts Payable		\$8,890.36

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

Account No.	Payment Date	Open	Paying Fund	Account Type	Account Name	Account No.	Amount
105445	01/21/2016	Open	110 - General Fund	Cash Account			
			426 - Transit - Fixed Route	Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC		\$1,310.85
105446	01/21/2016	Open	110 - General Fund	Cash Account			
			217 - Streets - Gas Tax	Accounts Payable	NEXT LEVEL PARTS INC		\$910.75
			426 - Transit - Fixed Route				\$425.91
			501 - Information Technology				\$378.44
105447	01/21/2016	Open	110 - General Fund	Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER		\$7,498.40
105448	01/21/2016	Open	110 - General Fund	Accounts Payable	P G & E		\$9,078.94
105449	01/21/2016	Open	110 - General Fund	Accounts Payable	PACE SUPPLY CORPORATION		\$1,634.39
105450	01/21/2016	Open	110 - General Fund	Accounts Payable	PLATT ELECTRIC SUPPLY		\$2,190.12
105451	01/21/2016	Open	110 - General Fund	Accounts Payable	PRESORT CTR STOCKTON INC		\$1,663.82
105452	01/21/2016	Open	110 - General Fund	Accounts Payable	ROBIC REFRIGERATION INC		\$392.54
105453	01/21/2016	Open	110 - General Fund	Accounts Payable	ROLFE CONSTRUCTION		\$4,089.15
105454	01/21/2016	Open	110 - General Fund	Accounts Payable	SAFE-T-LITE CO INC		\$110.30
105455	01/21/2016	Open	110 - General Fund	Accounts Payable	SAN JOAQUIN VALLEY		\$832.00
105456	01/21/2016	Open	110 - General Fund	Accounts Payable	SIEMENS INDUSTRY INC		\$3,618.20
105457	01/21/2016	Open	110 - General Fund	Accounts Payable	SIERRA CHEMICAL CO		\$7,044.90

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

Account Number	Account Name	Account Type	Account Balance	Account Name	Account Type	Account Balance
105458	410 - WATER QUALITY CONTROL (WQC)	Open	\$7,044.90			
	01/21/2016	Open		SIMILE CONSTRUCTION SERVICES, INC	Accounts Payable	\$652.57
105459	420 - WATER	Open	(\$147.43)			
	01/21/2016	Open		SOUSA-JOHNSON, ROSEMARY	Accounts Payable	\$193.73
105460	110 - General Fund	Open	\$193.73			
	01/21/2016	Open		ST BOARD OF EQUALIZATION	Accounts Payable	\$1,943.35
105461	505 - Fleet	Open	\$1,943.35			
	01/21/2016	Open		ST BOARD OF EQUALIZATION	Accounts Payable	\$9.92
105462	505 - Fleet	Open	\$9.92			
	01/21/2016	Open		ST. FRANCIS ELECTRIC, INC.	Accounts Payable	\$10,694.50
105463	216 - Streets - Local Transportation	Open	\$10,694.50			
	01/21/2016	Open		STANISLAUS CO PLANNING	Accounts Payable	\$53.00
105464	256 - Stanislaus Housing Consortium	Open	\$53.00			
	01/21/2016	Open		SUPPORT PAYMENT CLEARING	Accounts Payable	\$439.13
105465	104 - Payroll Clearing Fund	Open	\$439.13			
	01/21/2016	Open		T I D	Accounts Payable	\$31,364.97
105466	410 - WATER QUALITY CONTROL (WQC)	Open	\$3,605.44			
	01/21/2016	Open		TANKO STREET LIGHTING SVC	Accounts Payable	\$3,605.44
105467	246 - Landscape Assessment	Open	\$3,605.44			
	01/21/2016	Open		TBA AUTO PARTS	Accounts Payable	\$1,619.63
105468	110 - General Fund	Open	\$526.56			
	01/21/2016	Open				
	205 - Sports Facilities	Open	\$26.92			
	217 - Streets - Gas Tax	Open	\$135.21			
	246 - Landscape Assessment	Open	\$136.13			
	410 - WATER QUALITY CONTROL (WQC)	Open	\$142.95			
	420 - WATER	Open	\$419.69			
	425 - Transit - Dial-A-Ride	Open	\$16.55			
	426 - Transit - Fixed Route	Open	\$210.88			
	502 - Engineering	Open	\$4.74			
	01/21/2016	Open		THORSENS INC	Accounts Payable	\$1,675.00
	240 - Small Equipment Replacement	Open	\$1,675.00			

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

Account Number	Account Name	Account Type	Account Payable	Amount
105477	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Open Paying Fund	Cash Account	ZAP MFG INC	\$17,687.46
105478	225 - Transportation Tax 01/21/2016 Open Paying Fund	Cash Account	ZUMAR INDUSTRIES INC	\$480.53
105479	217 - Streets - Gas Tax 01/21/2016 Open Paying Fund	Cash Account	Alvarez, Oscar	\$295.87
105480	110 - General Fund 01/21/2016 Open Paying Fund	Cash Account	Bawcum, Jesse	\$58.00
105481	110 - General Fund 01/21/2016 Open Paying Fund	Cash Account	CALACT	\$170.00
105482	426 - Transit - Fixed Route 01/21/2016 Open Paying Fund	Cash Account	FISHER, SONIA	\$510.00
105483	110 - General Fund 01/21/2016 Open Paying Fund	Cash Account	Narmore, Kenneth	\$240.00
105484	110 - General Fund 01/21/2016 Open Paying Fund	Cash Account	Pineda, Arianna	\$58.00
105485	301 - Capital Improvements 01/21/2016 Open Paying Fund	Cash Account	Redd, Tim	\$51.50 \$2.50
105486	110 - General Fund 01/21/2016 Open Paying Fund	Cash Account	SECRETARY OF STATE	\$220.00
105487	420 - WATER 01/21/2016 Open Paying Fund	Cash Account	SECRETARY OF STATE	\$1.00
105488	420 - WATER 01/21/2016 Open Paying Fund	Cash Account	SNELSON COMPANIES, INC	\$1.00
105489	110 - General Fund 420 - WATER 01/21/2016 Open Paying Fund	Cash Account	VARGAS, JUAN	\$800.00 (\$138.01)
105490	410 - WATER QUALITY CONTROL (WQC) 01/21/2016 Open Paying Fund	Cash Account	WILLIAMS, CASEY	\$500.00
	217 - Streets - Gas Tax	Cash Account		\$60.00

Payment Register

From Payment Date: 1/15/2016 - To Payment Date: 1/21/2016

84 Transactions

\$512,364.43

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$512,364.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$512,364.43	\$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	84	\$512,364.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$512,364.43	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$512,364.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$512,364.43	\$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	84	\$512,364.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$512,364.43	\$0.00

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
105491	01/28/2016	Open			Cash Account	ADDED SPACE STORAGE INC	\$725.00		
					110.11000 (Cash)			\$725.00	
105492	01/28/2016	Open			Cash Account	AFLAC	\$5,112.55		
					104.11000 (Cash)			\$5,112.55	
105493	01/28/2016	Open			Cash Account	AFLAC GROUP INSURANCE	\$2,370.41		
					104.11000 (Cash)			\$2,370.41	
105494	01/28/2016	Open			Cash Account	ANDERSEN & ASSOCIATES, RALPH	\$2,185.16		
					110.11000 (Cash)			\$2,185.16	
105495	01/28/2016	Open			Cash Account	APPLIED PEST MANAGEMENT INC	\$145.00		
					110.11000 (Cash)			\$145.00	
105496	01/28/2016	Open			Cash Account	AT & T	\$82.02		
					110.11000 (Cash)			\$82.02	
105497	01/28/2016	Open			Cash Account	AT&T INFO SYSTEM	\$378.42		
					110.11000 (Cash)			\$378.42	
105498	01/28/2016	Open			Cash Account	AT&T MOBILITY	\$2,828.54		
					110.11000 (Cash)			\$2,828.54	
105499	01/28/2016	Open			Cash Account	CENTRAL SANITARY SUPPLY	\$839.13		
					110.11000 (Cash)			\$839.13	
105500	01/28/2016	Open			Cash Account	CHAMPION INDUSTRIAL	\$1,383.53		
					110.11000 (Cash)			\$1,383.53	
105501	01/28/2016	Open			Cash Account	CHARTER COMMUNICATIONS	\$403.66		
					110.11000 (Cash)			\$403.66	

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$153.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$92.48
420 - WATER	420.11000 (Cash)	\$42.50
501 - Information Technology	501.11000 (Cash)	\$115.00
105502	Accounts Payable	\$128,350.23
	COMBINED BENEFITS ADMINISTRATORS	
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$128,350.23
105503	Accounts Payable	\$242.45
	COUNTRY FORD TRUCKS INC	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$242.45
105504	Accounts Payable	\$2,258.00
	DAVID KEITH TODD CONSULTING ENGINEERS	
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$2,258.00
105505	Accounts Payable	\$8,728.70
	DELL MARKETING LP	
Paying Fund	Cash Account	Amount
242 - Computer Replacement	242.11000 (Cash)	\$2,139.48
266 - Police Services Grants	266.11000 (Cash)	\$6,589.22
105506	Accounts Payable	\$3,174.93
	ENTERPRISE HOLDINGS LLC	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$3,174.93
105507	Accounts Payable	\$603.70
	FASTENAL COMPANY INC	
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$603.70
105508	Accounts Payable	\$164.03
	FEDERAL EXPRESS	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$120.98
215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$19.36
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$11.47
420 - WATER	420.11000 (Cash)	\$12.22
105509	Accounts Payable	\$1,591.88
	GARTON TRACTOR INC	
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,591.88
105510	Accounts Payable	\$1,116.34
	GCR TIRES & SERVICE	
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$376.15
246 - Landscape Assessment	246.11000 (Cash)	\$539.36
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$127.44
420 - WATER	420.11000 (Cash)	\$73.39
105511	Accounts Payable	\$1,942.06
	GRAINGER INC, W W	
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,922.26

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

Account Number	Description	Account Type	Vendor Name	Amount
105512	426 - Transit - Fixed Route 01/28/2016 Open Paying Fund	Accounts Payable	HARDERS PRINT SHOP INC	\$19.80
	110 - General Fund	Cash Account		\$38.74
	255 - CDBG	Cash		\$144.23
	405 - Building	Cash		\$66.74
	502 - Engineering	Cash		\$116.24
105513	01/28/2016 Open Paying Fund	Accounts Payable	HOLT OF CALIFORNIA INC	\$354.10
	301 - Capital Improvements	Cash		\$245.39
	410 - WATER QUALITY CONTROL (WQC)	Cash		\$108.71
105514	01/28/2016 Open Paying Fund	Accounts Payable	HOWK SYSTEMS INC	\$4,760.00
	420 - WATER	Cash		\$4,760.00
105515	01/28/2016 Open Paying Fund	Accounts Payable	INDEPENDENT ELECTRIC INC	\$24.30
	410 - WATER QUALITY CONTROL (WQC)	Cash		\$24.30
105516	01/28/2016 Open Paying Fund	Accounts Payable	ITRON INC	\$4,539.25
	420 - WATER	Cash		\$4,539.25
105517	01/28/2016 Open Paying Fund	Accounts Payable	JARVIS FAY & DOPORTO LLP	\$256.50
	110 - General Fund	Cash		\$256.50
105518	01/28/2016 Open Paying Fund	Accounts Payable	JCS PROPERTIES LLC	\$2,855.67
	625 - Successor Agency - LMI	Cash		\$2,855.67
105519	01/28/2016 Open Paying Fund	Accounts Payable	JOHNSON CONTROLS INC	\$1,035.00
	240 - Small Equipment Replacement	Cash		\$1,035.00
105520	01/28/2016 Open Paying Fund	Accounts Payable	KEMPER CPA GROUP LLP	\$1,895.00
	512 - Casualty Insurance	Cash		\$1,895.00
105521	01/28/2016 Open Paying Fund	Accounts Payable	L & L SIGNS	\$2,133.00
	110 - General Fund	Cash		\$2,133.00
105522	01/28/2016 Open Paying Fund	Accounts Payable	LEHIGH HANSON INC	\$540.07
	217 - Streets - Gas Tax	Cash		\$467.81
	410 - WATER QUALITY CONTROL (WQC)	Cash		\$72.26
105523	01/28/2016 Open Paying Fund	Accounts Payable	LUCAS BUSINESS SYSTEMS	\$2,531.88
	110 - General Fund	Cash		\$2,151.26
	217 - Streets - Gas Tax	Cash		\$1.34

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

246 - Landscape Assessment	246.11000 (Cash)			\$1.33
255 - CDBG	255.11000 (Cash)			\$92.55
405 - Building	405.11000 (Cash)			\$19.08
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$105.32
420 - WATER	420.11000 (Cash)			\$9.57
501 - Information Technology	501.11000 (Cash)			\$1.76
502 - Engineering	502.11000 (Cash)			\$149.67
105524	01/28/2016 Open	Accounts Payable	MADRUGA BROS ENT INC	\$52.50
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$49.00
	420 - WATER	420.11000 (Cash)		\$3.50
105525	01/28/2016 Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$311.97
	Paying Fund	Cash Account		Amount
	625 - Successor Agency - LMI	625.11000 (Cash)		\$311.97
105526	01/28/2016 Open	Accounts Payable	MULBERRY MOBILE PARK	\$216.68
	Paying Fund	Cash Account		Amount
	625 - Successor Agency - LMI	625.11000 (Cash)		\$216.68
105527	01/28/2016 Open	Accounts Payable	NAPA AUTO PARTS	\$159.91
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$6.44
	246 - Landscape Assessment	246.11000 (Cash)		\$153.47
105528	01/28/2016 Open	Accounts Payable	NESTLE WATERS NORTH AMERICA	\$391.74
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$38.15
	246 - Landscape Assessment	246.11000 (Cash)		\$38.15
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$315.44
105529	01/28/2016 Open	Accounts Payable	OTIS ELEVATOR CO INC	\$7,537.08
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$7,537.08
105530	01/28/2016 Open	Accounts Payable	P G & E	\$5,381.46
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$120.66
	505 - Fleet	505.11000 (Cash)		\$5,260.80
105531	01/28/2016 Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	\$845.00
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$845.00
105532	01/28/2016 Open	Accounts Payable	POLICE EXECUTIVE RESEARCH FORUM	\$9,000.00
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$9,000.00
105533	01/28/2016 Open	Accounts Payable	SAFE SOFTWARE INC	\$900.00
	Paying Fund	Cash Account		Amount
	501 - Information Technology	501.11000 (Cash)		\$900.00

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Account Number	Amount
105534	01/28/2016	Open		Accounts Payable	SIERRA CHEMICAL CO		\$6,348.30
				Cash Account			
					410.11000 (Cash)		\$6,348.30
105535	01/28/2016	Open		Accounts Payable	SPRINT		\$1,454.41
				Cash Account			
					110.11000 (Cash)		\$389.36
					205.11000 (Cash)		\$39.77
					217.11000 (Cash)		\$119.96
					246.11000 (Cash)		\$47.21
					270.11000 (Cash)		\$22.28
					410.11000 (Cash)		\$415.21
					420.11000 (Cash)		\$388.85
					505.11000 (Cash)		\$31.77
105536	01/28/2016	Open		Accounts Payable	T I D		\$20,956.25
				Cash Account			
					110.11000 (Cash)		\$489.87
					216.11000 (Cash)		\$15,051.37
					410.11000 (Cash)		\$5,252.69
					420.11000 (Cash)		\$162.32
105537	01/28/2016	Open		Accounts Payable	THE SHALLECK COLLABORATIVE INC		\$3,556.50
				Cash Account			
					240.11000 (Cash)		\$3,556.50
105538	01/28/2016	Open		Accounts Payable	TREES INC		\$1,840.00
				Cash Account			
					217.11000 (Cash)		\$1,840.00
105539	01/28/2016	Open		Accounts Payable	TURLOCK CITY TOW INC		\$92.00
				Cash Account			
					425.11000 (Cash)		\$92.00
105540	01/28/2016	Open		Accounts Payable	TURLOCK JOURNAL		\$788.17
				Cash Account			
					420.11000 (Cash)		\$788.17
105541	01/28/2016	Open		Accounts Payable	WESTERN VIEW MOBILE RANCH		\$2,772.94
				Cash Account			
					625.11000 (Cash)		\$2,772.94
105542	01/28/2016	Open		Accounts Payable	WESTFORK ESTATES		\$511.02
				Cash Account			
					625.11000 (Cash)		\$511.02
105543	01/28/2016	Open		Accounts Payable	WOOD RODGERS INC		\$6,394.63
				Cash Account			
					420.11000 (Cash)		\$6,394.63
105544	01/28/2016	Open		Accounts Payable	ZEE MEDICAL SERVICE CO		\$222.88
				Cash Account			
					110.11000 (Cash)		\$58.49

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

105545	246 - Landscape Assessment	246.11000 (Cash)								\$86.58
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)								\$77.81
	01/28/2016 Open	Accounts Payable	BROWN, LINDA							\$500.00
	Paying Fund	Cash Account							Amount	
105546	110 - General Fund	110.11000 (Cash)								\$500.00
	01/28/2016 Open	Accounts Payable	CALIFORNIA BUILDING OFFICIALS							\$695.00
	Paying Fund	Cash Account							Amount	
105547	405 - Building	405.11000 (Cash)								\$695.00
	01/28/2016 Open	Accounts Payable	CALLAWAY, MICHAEL							\$168.00
	Paying Fund	Cash Account							Amount	
105548	405 - Building	405.11000 (Cash)								\$168.00
	01/28/2016 Open	Accounts Payable	CASALE, DAWN							\$350.52
	Paying Fund	Cash Account							Amount	
105549	420 - WATER	420.11000 (Cash)								\$350.52
	01/28/2016 Open	Accounts Payable	Cervenka, Neil							\$192.00
	Paying Fund	Cash Account							Amount	
105550	110 - General Fund	110.11000 (Cash)								\$192.00
	01/28/2016 Open	Accounts Payable	MANN, ROBERT							\$234.05
	Paying Fund	Cash Account							Amount	
105551	110 - General Fund	110.11000 (Cash)								\$234.05
	01/28/2016 Open	Accounts Payable	OROZCO REFORESTATION INC, J							\$500.00
	Paying Fund	Cash Account							Amount	
105552	110 - General Fund	110.11000 (Cash)								\$500.00
	01/28/2016 Open	Accounts Payable	PIERCE, MARIE							\$461.00
	Paying Fund	Cash Account							Amount	
105553	110 - General Fund	110.11000 (Cash)								\$168.00
	240 - Small Equipment Replacement	240.11000 (Cash)								\$17.00
	405 - Building	405.11000 (Cash)								\$276.00
	01/28/2016 Open	Accounts Payable	Stanislaus County District Attorney's Office							\$8,322.28
	Paying Fund	Cash Account							Amount	
105554	110 - General Fund	110.11000 (Cash)								\$8,322.28
	01/28/2016 Open	Accounts Payable	TRACY, KIRK							\$500.00
	Paying Fund	Cash Account							Amount	
105555	110 - General Fund	110.11000 (Cash)								\$500.00
	01/28/2016 Open	Accounts Payable	WILLIAMS, WILLIE							\$15.00
	Paying Fund	Cash Account							Amount	
105556	110 - General Fund	110.11000 (Cash)								\$15.00
	01/28/2016 Open	Miscellaneous Billing Refund	PINKERTON, JOHN							\$370.03
	Paying Fund	Cash Account							Amount	
	998 - Due to/from Cash Clearing	998.11000 (Cash)								\$370.03
			66 Transactions							\$267,957.78

Type Check Totals:

AP - Accounts Payable Totals

user: Tania Hernandez

Payment Register

From Payment Date: 1/22/2016 - To Payment Date: 1/28/2016

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$267,957.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	66	\$267,957.78	\$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	66	\$267,957.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	66	\$267,957.78	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$267,957.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	66	\$267,957.78	\$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	66	\$267,957.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	66	\$267,957.78	\$0.00

Payment Register

From Payment Date: 11/1/2015 - To Payment Date: 11/30/2015

5A3

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
982	11/16/2015	Open			Cash Account	CalPERS	\$149,672.98		
	Paying Fund				104.11000 (Cash)				
									\$149,672.98
983	11/17/2015	Open			Cash Account	CalPERS	\$153,588.20		
	Paying Fund				104.11000 (Cash)				
									\$153,588.20
984	11/05/2015	Open			Cash Account	INTERNAL REVENUE SERVICE	\$160,033.27		
	Paying Fund				104.11000 (Cash)				
									\$160,033.27
985	11/05/2015	Open			Cash Account	STATE OF CALIFORNIA - PR TAXES	\$36,066.82		
	Paying Fund				104.11000 (Cash)				
									\$36,066.82
986	11/06/2015	Open			Cash Account	CA SDU	\$425.25		
	Paying Fund				104.11000 (Cash)				
									\$425.25
987	11/06/2015	Open			Cash Account	CA STATE DISBURSEMENT UNI	\$266.50		
	Paying Fund				104.11000 (Cash)				
									\$266.50
988	11/06/2015	Open			Cash Account	STATE OF CALIFORNIA	\$1,416.50		
	Paying Fund				104.11000 (Cash)				
									\$1,416.50
989	11/06/2015	Open			Cash Account	ICMA-RC	\$85,053.15		
	Paying Fund				104.11000 (Cash)				
									\$85,053.15
990	11/05/2015	Open			Cash Account	DELTA DENTAL OF CALIFORNIA	\$5,422.64		
	Paying Fund				511.11000 (Cash)				
									\$5,422.64
991	11/05/2015	Open			Cash Account	GOLDEN ONE CREDIT UNION	\$15,961.50		
	Paying Fund				104.11000 (Cash)				
									\$15,961.50
992	11/05/2015	Open			Cash Account	T A P O	\$3,882.40		
	Paying Fund				104.11000 (Cash)				
									\$3,882.40
993	11/05/2015	Open			Cash Account	TMAPS	\$175.00		
	Paying Fund				104.11000 (Cash)				
									\$175.00
994	11/05/2015	Open			Cash Account	ICMA-RC	\$2,131.50		
	Paying Fund				104.11000 (Cash)				
									\$2,131.50
995	11/06/2015	Open			Cash Account	T C E A	\$2,131.50		
	Paying Fund				104.11000 (Cash)				
									\$2,131.50

Payment Register

From Payment Date: 11/1/2015 - To Payment Date: 11/30/2015

Paying Fund	Cash Account	Amount
996	104 - Payroll Clearing Fund 11/02/2015 Open Accounts Payable DELTA DENTAL OF CALIFORNIA	\$2,131.50
999	511 - Health Care 11/19/2015 Open Accounts Payable SYMETRA LIFE INSURANCE COMPANY	\$7,313.56
1000	104 - Payroll Clearing Fund 11/20/2015 Open Accounts Payable INTERNAL REVENUE SERVICE	\$15,196.80
1001	104 - Payroll Clearing Fund 11/20/2015 Open Accounts Payable STATE OF CALIFORNIA - PR TAXES	\$198,766.44
1002	104 - Payroll Clearing Fund 11/20/2015 Open Accounts Payable CA SDU	\$47,675.37
1003	104 - Payroll Clearing Fund 11/20/2015 Open Accounts Payable CA STATE DISBURSEMENT UNI	\$425.25
1004	104 - Payroll Clearing Fund 11/20/2015 Open Accounts Payable STATE OF CALIFORNIA	\$266.50
1005	104 - Payroll Clearing Fund 11/27/2015 Open Accounts Payable DELTA DENTAL OF CALIFORNIA	\$1,416.50
1006	511 - Health Care 11/23/2015 Open Accounts Payable TURLOCK CITY FIRE INC	\$6,083.58
1007	104 - Payroll Clearing Fund 11/23/2015 Open Accounts Payable TFRA	\$390.00
1008	104 - Payroll Clearing Fund 11/23/2015 Open Accounts Payable T C E A	\$4,253.76
1009	104 - Payroll Clearing Fund 11/23/2015 Open Accounts Payable GOLDEN ONE CREDIT UNION	\$2,146.00
1010	104 - Payroll Clearing Fund 11/23/2015 Open Accounts Payable T A P O	\$15,961.50
1011	104 - Payroll Clearing Fund 11/23/2015 Open Accounts Payable ICMA-RC	\$3,832.40

Payment Register

From Payment Date: 11/1/2015 - To Payment Date: 11/30/2015

104 - Payroll Clearing Fund	104.11000 (Cash)				\$86,005.69
110 - General Fund	110.11000 (Cash)				\$35.32
11/23/2015 Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA			\$11,200.23
1012	Paying Fund			Amount	
11/23/2015 Open	Accounts Payable	DELTA DENTAL OF CALIFORNIA			\$5,740.59
1013	Paying Fund			Amount	
11/27/2015 Open	Accounts Payable	T A P O			\$22,908.79
1014	Paying Fund			Amount	
11/27/2015 Open	Accounts Payable	TFRA			\$14,408.76
1015	Paying Fund			Amount	
104 - Payroll Clearing Fund	104.11000 (Cash)				\$1,060,254.25
Type EFT Totals: 32 Transactions					
AP - Accounts Payable Totals					

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$1,060,254.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$1,060,254.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$1,060,254.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$1,060,254.25	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$1,060,254.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$1,060,254.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$1,060,254.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$1,060,254.25	\$0.00

FEBRUARY 9, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at 5:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

Mayor Soiseth called upon Police Officer Nim Khamo and his canine Varick and Police Officer Queray Mcmihelk and his canine Keyser to come forward and lead the flag salute.

2. **PUBLIC PARTICIPATION:**

Mayor Soiseth opened public participation and noted it would be kept open throughout the meeting.

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

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

5. **BUDGET WORKSHOP:** Council will review and discuss budgetary information as listed below. The update is informational and will include discussion regarding a status update of Fiscal Year End 2014/15 (General Fund), a status update on General Fund Fiscal Year 2015/16, a review of 5-Year General Fund Projections of Revenue and Expenditures, a review of General Fund Reserve, a review of Mid-Year Requests-All Funds, and any other matter that may fall within the City's budgetary scope.

- A. Status Update of Fiscal Year End 2014/15 (General Fund)

Sr. Account Marie Lorenzi provided handouts and presented information regarding Fiscal Year End 6/30/15 Revenues and Expenditures.

- B. Status Update on General Fund Fiscal Year 2015/16

Sr. Account Marie Lorenzi provided handouts and updated the Council on the status of Fiscal Year 2015/16 General Fund.

Council and staff discussion included replenishing the General Fund reserves after using reserve funds to pay down the PERS side funds earlier in the fiscal year.

- C. Review 5-Year General Fund Projections of Revenue and Expenditures

Sr. Accountant Marie Lorenzi presented information about FY 2016/17 through FY 2020/21 General Fund revenue and expenditure projections which included various scenarios.

Council and staff discussion included that projected expenditures assume no changes in future bargaining unit MOUs.

D. Review General Fund Reserve

Sr. Accountant Marie Lorenzi provided a handout and presented information about projected General Fund reserves at 6/30/16.

E. Review Mid-Year Requests-All Funds

Administrative Services Director Kellie Jacobs-Hunter provided handouts and presented information about Mid-Year General Fund budget requests for Fiscal Year 2016-17.

F. Budget Requests for Future Consideration

Interim City Manager Michael Cooke provided a handout and presented information about projected personnel and capital costs for future consideration.

Mayor Soiseth closed public participation.

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

6. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn at 5:54 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 6:07 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 Staff Services Technician Toni Cordell in recognition of Go Green Week, March 14-18, 2016. Ms. Cordell presented information on the City of Turlock’s Environmental Education program including an overview of the program, activities, accomplishments, and program partners including the Parks, Recreation & Public Facilities Department and Turlock Scavenger and Recycling.

Jesse Marchant of Turlock Scavenger spoke in favor of the program for many reasons including the impact it has on Turlock’s youth.

Brett Sutterly of Walnut Elementary Education Center thanked Toni Cordell and the City Council for their support of Go Green Week and spoke in favor of the important conservation message it provides throughout the community.

- B. Mayor Soiseth recommended that Staff Services Technician Toni Cordell be appointed as the City’s 2nd Alternate Representative to the Stanislaus County Local Task Force on Solid Waste.

Action: Motion by Councilmember Soiseth, seconded by Councilmember Bublak, appointing Staff Services Technician Toni Cordell as the City of Turlock’s 2nd Alternate Representative to the Stanislaus County Local Task Force on Solid Waste. Motion carried 5/0 by the following vote:

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

- C. Stanislaus County Mental Health Board Members Ritta Sudnikoff, Jack Waldorf, and Annie Heinrich presented information on the services offered by Stanislaus County Mental Health, including the Board’s mission, membership, and activities.

Stanislaus County Board of Supervisors District 3 Representative Terry Withrow thanked Ms. Sudnikoff, Mr. Waldorf and Ms. Heinrich for their service and provided information about funding and Stanislaus County’s new Focus on Prevention initiative.



- D. Carnegie Art's Center Director Lisa McDermott presented the Center's annual report including the past year's art exhibitions, new programs such as the Ready, Set, Show art exhibition, Lightbox Theatre Company and Art Around Town art walks, ongoing programs and collaborations such as art class programs and school field trip programs, facility rentals, volunteers, attendance and participation statistics, media and marketing efforts, season program information, sponsors, membership, the new Carnegie Art Club for Kids membership program, and revenue/expense distribution for Fiscal Year 2014-15. Ms. McDermott noted that 2016 is start of the Carnegie's centennial year with scheduled activities that will include special events, exhibitions, new initiatives and goals. She highlighted the 2016 goal of attracting 100 new members with a special centennial membership rate of \$100.

Mayor Soiseth spoke in favor of the programs and activities and issued a kick-off challenge by providing a check to Director McDermott for his 2016 centennial membership.

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

B. STAFF UPDATES

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

Development Services Director Mike Pitcock provided updates regarding the roads condition report, Fulkerth Interchange, West Main Street corridor improvements, Montana Park development, Brandon Koch Skate Park, Housing Element of the General Plan, infill master plan for the Montana-West area, South County Corridor Feasibility Study, Zoning Ordinance update, Parks Master Plan and Fee program update, and Electronic Plan Review software purchase.

Councilmember Nascimento stepped down from the dais at 6:52 p.m.

Parks, Recreation and Public Facilities director Allison Van Guilder provided updates on a Special Event Permit process and the Turlock Farmers Market Request for Proposal process. Director Van Guilder noted a special City Council meeting will be held on Saturday, February 20, 2016, at 1:00 p.m. regarding both of these items.

2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity, including the City Council Chamber Improvement project, Brandon Koch Skate Park project, and the Monte Vista Crossing South Phase 2 project.

Councilmember Nascimento returned to the dais at 7:00 p.m.

3. Assistant to the City Manager for Economic Development/Housing Program Services provided information on the CDBG Community Grant Selection Committee and application process.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett provided information about upcoming library events and activities including story times, arts and crafts, Lego Days, an upcoming magic show by Shawn Durham, Teen Advisory Board, and family programs such as Book to Action. Ms. Bartlett provided information on the Friends of the Library annual book sale.

Milt Trieweiler commended Fire Marshal Mark Gomez for his efforts in seeing that an unsightly object was removed from West Main Street.

Turlock resident Wayne Beers and neighbors "Johnny" and "Marie" spoke regarding activity occurring in the 700 block of South Minaret Avenue near F Street, including break-ins, camping and waste being left behind. Mr. Beers requested City of Turlock approval to construct a commercial cyclone fence at his expense to block off the area to intruders. "Johnny" requested additional police presence in the area. "Maria" identified her efforts in reaching out to TID and the City of Modesto to gain their approval to allow the requested fencing. She also spoke regarding vehicles that have been speeding in the area and urged the City Council to take their request into consideration. Mayor Soiseth asked staff to make contact with the residents.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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. 2016-021** 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 No. 2016-022** 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 No. 2016-023** 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 No. 2016-024** 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
- K. **Resolution No. 2016-025** 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

- A. Development Services Director Mike Pitcock and Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the 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.

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

Action: **Resolution No. 2016-026** 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. was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

- B. Staff Services Technician Toni Cordell presented the staff report on the request to amend the Turlock Municipal Code Title 6, Chapter 3, Regarding Garbage, Rubbish and Organic Refuse.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, introducing an Ordinance Amending Turlock Municipal Code Title 6, Chapter 3, Regarding Garbage, Rubbish and Organic Refuse and setting the final reading for March 22, 2016. Motion carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

- A. Regulatory Affairs Manager Garner Reynolds presented the staff report on the 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.

Council and staff discussion included whether consideration had been given to the number members in each household when identifying conservation targets and associated fines.

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

Additional Council discussion included the importance of educational outreach to Turlock residents on the proposed targets and penalties.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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. Motion carried 4/1 by the following vote:

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

- B. Parks, Recreation and Public Facilities Manager Erik Schulze presented the staff report on the 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.

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

Council and staff identified the funding source for this request as coming from Non-General Fund Capital Facilities Fees.

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

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

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

Council discussion included safety concerns at Crowell Road/Monte Vista Avenue with the new student housing facility going in and at Covenant Village as residents move between the facility and the hospital.

Mayor Soiseth opened the public hearing.

Ann Strahm spoke regarding the traffic light at Olive and Tuolumne being rather short and that the elderly crossing in that area are slow to make it across the crosswalk in the allotted time, the need for more effective driver training, and providing education for children.

Ms. Bell spoke regarding traffic safety concerns related to the areas of Marshall Street by the Fire Department due to pedestrians suddenly appearing in the roadway and on Main Street, Thursday through Saturday nights, due to the number of intoxicated people in the area.

Mayor Soiseth closed the public hearing.

Mayor Soiseth noted his dissatisfaction with the number of accidents occurring within Turlock, the need to take immediate steps to reduce the number of accidents, and asked staff to work together with a sense of urgency to move up the implementation of collision reduction strategies.

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

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

- D. Mayor Soiseth presented the staff report on the request to adopt the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community, which included an informational video about the initiative and event kick-off.

Recreation Supervisor Karen Packwood provided information about the program roll-out and thanked the Mayor for their involvement. Ms. Packwood noted each school site and City Hall will have a "Million Acts of Kindness tree" on which participants will hang leaves denoting acts of kindness that have been exhibited.

Executive Assistant to the City Manager/City Clerk Trainee Jennifer Land noted the tree is representative of growing kindness in our community and provided information about the logo design and related printed material.

Mayor Soiseth noted he will be meeting with other mayors in Stanislaus County and will ask them to consider implementing the kindness initiative in their communities.

Mayor Soiseth asked for public comment.

Jeff Woods spoke in favor of the initiative and asked for consideration of adding the component of catching people in acts of kindness.

Mayor Soiseth closed the public hearing.

Council discussion included support for the program, the upcoming Inclusivity Summit being held at California State University, Stanislaus, involving CSUS students in the Million Acts of Kindness program, experience with receiving acts of kindness, and that the initiative is funded by the City of Turlock.

Action: **Resolution No. 2016-027** Adopting the Million Acts of Kindness Initiative for the City of Turlock, as an organization and as a community was introduced by Councilmember Soiseth, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

11. COUNCIL COMMENTS:

Mayor Soiseth noted that on Friday, February 12, 2016, CSU Stanislaus will host a Summit on Inclusivity designed to celebrate the diverse backgrounds of those in our community. Representatives from diverse backgrounds and various walks of life will take part in discussions highlighting commonalities and what can be done to make Turlock a more inclusive place. Mayor Soiseth thanked Police Chief Robert Jackson, City Attorney Phaedra Norton and Interim City Manager Michael Cooke for their efforts in moving the summit forward.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

- 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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:21 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



DRAFT

February 16, 2016
2:00 p.m.
Turlock Public Safety Facility – Training Room
244 N. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

- 1. A. **CALL TO ORDER** – Mayor Soiseth called the meeting to order at 2:05 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session Item.

Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."

Title: City Manager

Recommended Action: No reportable action.

6. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn Closed Session at approximately 5:14 p.m.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



DRAFT



Council Synopsis

5c

March 1, 2016

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

Prepared by: Nathan Bray, P.E.
Principal Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$1,770 (Fund 228) for City Project No. 15-28, "Brandon Koch Memorial Skatepark," bringing the contract total to \$260,770

2. DISCUSSION OF ISSUE:

On April 28, 2015, Turlock City Council awarded a professional design contract to Wormhoudt Inc., of Santa Cruz to provide professional design services that included community meetings with the local skate park community. Input was gathered and incorporated into the design for the proposed skate park to reflect a modern skate park that fit to the needs of a variety of skill-levels; from novice to pro.

On July 22, 2015, one bid was received for project 15-28, "Brandon Koch Memorial Skatepark." California Landscape and Design, Inc. of Upland California was the lowest responsive bidder with a base bid in the amount of \$243,000, and bid alternates 1 and 2 in the amount of \$5,500 and \$10,500 respectively.

On August 11, 2015 Turlock City Council made the determination the funding offered for the existing skate park was adequate compensation for the construction of this new skate park.

Change Order History	Amount	City Council Meeting
Original Contract	\$259,000	September 8, 2015
Change Order No. 1	\$1,770	March 1, 2016
Adjusted Contract Total	\$260,770	

Change order No. 1 includes:

1. Material Substitution (\$1,770)

In order to prevent cracks, spalling and ensure the longevity of the concrete surfacing, the contractor has been directed to replace some of the metal around the edges of the stairs and coping. This change will provide greater resistance to cracking where the concrete surface meets the metal edging.

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 ensure greater resistance to cracking.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

- 5. Safe, well designed and attractively maintained parks and facilities.

Action Item:

- 20. Relocate Brandon Koch Memorial Skate Park to Donnelly Park.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 228-60-608.51178, "Neighborhood Parks – Skate Park Relocation", and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of \$259,000 will be increased in the amount of \$1,770, bringing the total contract to \$260,770.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action does not affect the determination made by Council on August 11, 2015. This project remains exempt from the provisions in accordance with Section 15303.

7. ALTERNATIVES:

- A. Not approve Change Order No. 1. This option is not recommended by City Staff because the extra work was needed to increase resistance to concrete cracking.



**Council
Synopsis**

5D

March 1, 2016

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement" is exempt from the provisions of CEQA in accordance with Section 15303

Motion: Awarding bid and approving an agreement in the amount of \$8,834.38 (Fund 205) with Titan Fence, Modesto, California, for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement"

Resolution: Appropriating \$15,000 to account number 205-60-602.51270 "Construction Project" to be funded from an anticipated insurance reimbursement to be accounted for in account number 205-60-602.37220 "Insurance Refund/Recovery"

2. DISCUSSION OF ISSUE:

On February 5, 2016, one bid was received for City Project No. 15-82, "Turlock Regional Sports Complex Fence Replacement." Titan Fence of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$8,834.38.

Bid Summary:

COMPANY NAME	BID AMOUNT
Titan Fence	\$8,834.38

The fence along the back portion at the Sports Complex (Alta Vista Road) was hit and damaged by a motorist. The repair of the facilities is anticipated to be reimbursed from the motorist's insurance. This project will repair the damaged sections of the fence.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The fence is needed to maintain a safe border between the sports complex athletic fields and Alta Vista Road.

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:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$15,000.00	\$8,834.38	\$883.44	\$2,782.18	\$2,500.00

This fence repair was not an anticipated project when the budget was prepared. Therefore, staff is requesting a budget appropriation in the amount of \$15,000 to account number 205-60-602.51270 "Construction Project" for this project. As previously stated, the motorist's insurance company is anticipated to be reimbursing the City for the cost of repairing these damages.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project will replace a broken fence. In accordance with Section 15302 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

- A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA to determine the applicability of the provisions of CEQA.
- B. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is provided from insurance reimbursement.

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Turlock Regional Sports Complex Fence Replacement
 PROJECT NUMBER: 15-82
 BID OPENING: Friday, February 5, 2016
 12:00 PM

ANTICIPATED COUNCIL AWARD DATE: March 1, 2016

1

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Titan Fence	
				Unit Price	Total	Unit Price	Total
1	Install New Fence	LS	1	\$10,000.00	\$10,000.00	\$8,834.38	\$8,834.38
Total =					\$10,000.00		\$8,834.38

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$15,000 TO ACCOUNT NUMBER }
205-60-602.51270 "CONSTRUCTION }
PROJECT" TO BE FUNDED FROM AN }
ANTICIPATED INSURANCE }
REIMBURSEMENT TO BE ACCOUNTED }
FOR IN ACCOUNT NUMBER }
205-60-602.37220 "INSURANCE }
REFUND/RECOVERY" }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the Turlock Regional Sports Complex is a City owned property; and

WHEREAS, a vehicle collided into the fence in the Fall of 2015; and

WHEREAS, by a separate action the City Council has awarded a contract to Titan Fence to repair the damages; and

WHEREAS, it is anticipated that the vehicle owner's insurance company will provide reimbursement to the City to fund the repair.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$15,000 to account number 205-60-602.51270 "Construction Project" to be funded from an anticipated insurance reimbursement to be accounted for in account number 205-60-602.37220 "Insurance Refund/Recovery."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

5E

March 1, 2016

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

Prepared by: Anthony R. Orosco, PE, Senior Civil Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating \$142,350 to account number 240-00-000-203.51005_001 "Communications Equipment Funded by PEG Fees" for City Project No. 14-26B, "Council Chambers Improvements," to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On May 12, 2015, Council awarded a contract in the amount of \$497,807 to Simile Construction Service, Inc., Modesto, California, for City Project No. 14-26B, "Council Chambers Improvements". At that time \$650,000 had been appropriated to fund this project. During the creation of the FY 2015-16 budget, it was anticipated that this project would be further along at June 30, 2015 than it turned out to be. Therefore insufficient previously appropriated funds were carried over to FY 2015-16. At this time, Staff is requesting the re-appropriation of \$142,350 to increase the budget in account number 240-00-000-203.51005_001, "Communications Equipment Funded by PEG Fees" to the unexpended balance as of July 1, 2015 of \$592,350.

3. BASIS FOR RECOMMENDATION:

- A) The appropriation of funds must be authorized by the City Council.
- B) The funding is needed complete all work in accordance with the project plans and City Standards.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff requests the re-appropriation of \$142,350 to account number 240-00-000-203.51005_001, "Communications Equipment Funded by PEG Fees" to fund City Project 14-26B, "Council Chambers Improvements". As noted above, the funds were previously appropriated in FY 2014-15 and are needed to complete the funding for this project.

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 May 12, 2015. This project remains exempt from the provisions in accordance with Section 15301, "Existing Facilities."

7. ALTERNATIVES:

A. Not approve the resolution. This option is not recommended by Staff because the funds are needed to complete the project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE- APPROPRIATING } RESOLUTION NO. 2016-
\$142,350 TO ACCOUNT NUMBER }
240-00-000-203.51005_001 }
"COMMUNICATIONS EQUIPMENT FUNDED }
BY PEG FEES" FOR CITY PROJECT NO. }
14-26B, "COUNCIL CHAMBER }
IMPROVEMENTS," TO COMPLETE THE }
NECESSARY FUNDING REQUIRED FOR }
THIS PROJECT }
_____ }

WHEREAS, Council previously awarded City Project No. 14-26B, "Council Chambers Improvements"; and

WHEREAS, funds designated for the proposed improvements currently exist with Fund 240 "Cable Franchise PEG Fee" Reserves and are available for the above referenced project; and

WHEREAS, when the Fiscal Year 2015-16 budget was prepared, it was anticipated that this project would be further along at June 30, 2015 than it was, so insufficient funds were carried over to Fiscal Year 2015-16; and

WHEREAS, at this time staff is asking that unexpended funds from 2014-15 be carried over to Fiscal Year 2015-16 and re-appropriated to increase the total 2015-16 budget for this project to \$592,350.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$142,350 to account number 240-00-000-203.51005_001 "Communications Equipment Funded by PEG Fees" for City Project No. 14-26B, "Council Chambers Improvements," to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

5F

March 1, 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: Approving a facility lease agreement with California State University, Stanislaus in an amount not to exceed \$200 for a community meeting in support of the Active Transportation Program grant development process and authorizing the Mayor or City Manager to execute the agreement on behalf of the City of Turlock

2. DISCUSSION OF ISSUE:

The City is preparing to host a series of community meetings to gather ideas from the public for potential biking and walking improvements in the community. The ideas generated from these meetings, as well as from written feedback provide through alternate methods, will be compiled and reviewed in an effort to identify potential grant applications under Cycle 3 of the Active Transportation Program (ATP). The City is anticipating on preparing 2-3 applications for submission, dependent on the projects scopes.

One of the community meetings has been scheduled at California State University Stanislaus (CSUS) on Friday, March 18, 2016, from 1:00 p.m. to 3:00 p.m. Part of this reservation process involves executing a facility lease agreement (Exhibit A) and the payment of a \$200 rental fee (facility and parking) as CSUS is mandated to charge fees from all applicants for cost recovery purposes. Staff is seeking approval of the Council to authorize the Interim City Manager to execute the specified agreement, which will allow the meeting to continue as planned and advertised.

3. BASIS FOR RECOMMENDATION:

- A) Only the City Council can execute agreements with third parties.
- B) A community meeting at CSUS plays an important role in the public outreach strategy for grant applications under the Active Transportation Program.

Policy Goals and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

7. Promote organizational and community engagement.

Action Item:

4. Promote organizational and community engagement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The facility rental fee is \$200.00 and funding is currently available within Fund 216 (216-40-421.51221) for this fee. There would be no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not authorize the execution of the specified agreement. Staff does not recommend this approach because this location serves an important role in reaching citizens on the north side of the City, as well as reaching the faculty and students at CSUS for input.



CSU STANISLAUS FACILITY LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of March, 2016, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called California State University Stanislaus (UNIVERSITY) and City of Turlock-ATP Cycle 3 Public Outreach hereafter called the Lessee, WITNESSETH: In accordance with the Terms and Conditions hereinafter described on Pages 2-4, and in consideration of the covenants, conditions, agreements, and stipulations of the University hereinafter expressed, the parties do hereby agree to the following terms and conditions:

Lessee is a:

- Governmental Agency
- Non-Profit, Charitable or Educational Institution
- Third Party who will use the facilities for educational or Non-Commercial purposes
- Group co-sponsored by a University organization/department
- Other

I. EVENT DESCRIPTION:

Event Date(s): March 18, 2016

Space(s) Rented: MSR 130

Set up time: 12:30 pm

Event Start Time: 1:00 pm

Event End Time: 3:00 pm

Clean-up Time: 3:30 pm

Attendance: 50

Event Fees:	Space Rent:	\$ 150.00	Description:
	Event Insurance:	\$ 0.00	Description:
	Public Safety:	\$ 0.00	Description:
	Facilities Services:	\$ 0.00	Description:
	Event Staff:	\$ 0.00	Description:
	Parking:	\$ 50.00	Description:
	Alcohol Insurance:	\$ 0.00	Description:
	Other:	\$ 0.00	Description:
	Discount:	\$ 0.00	Description:
	Total Event Fees:	\$ 200.00	
	Security Deposit:	\$ 0.00	

Lessee understands that the above fees are estimated and may change if event details change.

Initial Acceptance

D. Event Changes or Cancellation:

1. All cancellations must be in writing to the e-mail address listed on this contract (Section B.2) or delivered to the CSU Stanislaus Commercial Events Department. The date the cancellation request is received by the Commercial Events Department will be used to determine fee refunds.
2. Any event cancelled less than sixty (60) days prior to the event date forfeits all fees due/paid at that time in accordance with the fee-schedule due dates shown in Section B.1. Any fees paid in advance of the fee-schedule due date will be refunded.
3. Any event cancelled less than thirty (30) days prior to the event date will forfeit all fees paid.
4. Cancellations for any event equipment (e.g., chair, linen rentals, etc.) must be received in writing to the e-mail address listed on this contract (Section B.2) no later than 12 noon, ten (10) business days prior to the scheduled event otherwise Lessee will be responsible for all equipment rental fees.
5. Facilities and/or services added to the event after the agreement is fully signed shall be confirmed in writing and shall be an addendum to this agreement signed by both parties.

Initial Acceptance

E. Food, Beverage, and Alcohol Service:

1. All food, beverage, and alcohol service must be contracted through CSU Stanislaus Campus Dining Services.
2. This rental will include food service : Yes No
3. This rental will include alcohol service: Yes No
 - a. If yes, Lessee must abide by the CSU Stanislaus Alcohol Policy (attached as Addendum A) which allows only beer, wine, and sparkling wine to be served on campus. Restrictions apply (see Addendum A).
 - b. No alcoholic beverages may be brought into an event. Lessee is responsible for compliance with this policy. The event may be terminated at any time if the Alcohol Policy is not adhered to by the Lessee and guests.
4. Food and beverage contracts are separate from this agreement.

Initial Acceptance

F. Custodial Services:

1. Custodial fees are charged hourly or on a flat-rate basis, depending on the details of the scheduled event. Wedding packages include the expected custodial fees.
2. Any event that has excessive clean-up (clean-up that is beyond the normally expected service) will have additional custodial fees deducted from the rental deposit as determined by the Director, University Commercial Events and Facility Rental.

G. Event Package Details:

Your event includes the following:

1. MSR 130 Facility Rental
2. Projector and Screen
3. Set up and Clean Up
4. CustodialServices
5. Guest Parking
6. Event Staff as Needed

H. Use of the University Name:

1. The right to use university facilities does not confer the right to use the University name, logo, or branding, or to imply university sponsorship or endorsement of an event. All agreements for use of university facilities shall include terms to ensure that the university name is protected. University Communications has the right to approve all use of the University name, logo, or branding in brochures and publications or similar printed materials.

III. GENERAL TERMS:

This agreement, made and entered into pursuant to Education Code Section 89046 by and between the Trustees of the California State University, hereinafter called the "Trustees," through the President of California State University, Stanislaus, hereinafter called "University", and the undersigned Lessee agree to the following:

- A. The President of CSU Stanislaus finds that the property herein identified as "CSU Stanislaus" is not needed for university purposes at the time specified herein.
- B. The "Trustees", for and in consideration of the agreements of the Lessee herein expressed, hereby rent to the Lessee, and the Lessee rents from the "Trustees", the property of the "University" described herein for the terms specified.
- C. The Lessee agrees to pay as rent for the said property an amount computed for the term of this agreement at the rental rate per unit of time or event specified in the Special Provisions, plus any special charges specified therein, payable at the date or dates set forth therein.
- D. Lessee will use the said property only for the purpose specified herein. Lessee understands that the University is a public campus and that Lessee cannot expect the site to be completely off-limits to campus community members. The "University" cannot guarantee Lessee exclusive access, but will attempt to control public access to the rental space.
- E. Lessee shall reimburse Trustees for expenditures incurred by Trustees as a result of activities of Lessee under the terms of this agreement. This reimbursement shall include but not be limited to utility costs, custodial services, maintenance cost, and supplies. Said reimbursement shall be a component of the rental and deposit amounts specified herein.
- F. The "University" property shall not be altered or changed in any manner or respect without the written consent of the President, and changes that may be authorized shall be made under the direction of the President and at the expense of Lessee. Permanent alterations shall have prior approval of Trustees.
- G. Lessee may not place or attach any fixtures, signs, decorations, or equipment, in or about, or upon "University" property except as described and agreed to herein. Any fixtures, signs, decorations, and equipment provided by Lessee shall remain the property of the Lessee and shall be removed by the Lessee from said property. The "University" is not responsible for any of Lessee's personal items.
- H. "University" owned furniture or apparatus may not be removed or displaced by Lessee or any agent, employee, or invitee of the Lessee without permission of the "University". Lessee shall cause any furniture or apparatus

displaced to be replaced to the satisfaction of the "University" immediately after any event or occasion for which the property is used by Lessee.

The following apply to all events:

1. Candles must be in a hurricane, jar or other container. No open flame allowed.
2. No décor may be hung from the walls or ceilings in any building.
3. The mantle/fireplace can be decorated in the Main and South Dining Halls.
4. No confetti, glitter, faux rose petals, hay, spray string or items of this nature.
5. Real rose petals may be used on outdoor aisle ways or indoor/outdoor tables.
6. No tape, nails, sticky tabs, etc., may be used at any site.

Initial Acceptance

- I. The Lessee shall not violate nor suffer to be violated any federal or state law, local ordinance, or rule of the Trustees or of the "University".
- J. It is understood and agreed that the Trustees and their agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the Trustees.
- K. It is mutually understood and agreed that this agreement is not assignable by the Lessee either in whole or in part, nor shall the Lessee sublet any part of the said property.
- L. Lessee agrees that the property shall not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or the "Trustees" by force or any other unlawful means.
- M. Parking is by permit only. Event permits may be obtained through the Commercial Events Office or daily permits may be obtained at the automated dispensers located at the campus entrances. Lessee shall adhere to the "University" *Parking Rules and Regulations* (copies available upon request).
- N. Lessee agrees to comply with the "University's" *Secondhand Smoke Policy* (copy available upon request) that does not allow smoking or use of tobacco products in "University" buildings, or within thirty (30) feet of all "University" buildings. Smoking and use of tobacco products is also prohibited at outdoor public events where people are seated in close proximity to each other. Smoking is permitted at private outdoor gatherings where people can move around freely to avoid secondhand smoke.
- O. Lessee agrees to assume responsibility for the actions and activities of its minor participants during their presence on Lessee premises. In this respect, Lessee agrees to provide necessary supervisions of any minor attending or participation in its event or who is connected with the use by Lessee of said property

VI. INDEMNIFICATION:

- A. Lessee shall hold harmless, defend and indemnify, the Trustees of The California State University, the Chancellor, California State University, Stanislaus, and their Auxiliaries, employees, officers, directors, volunteers and agents of each of them (collectively "CSUS") its officers, employees, agents, and volunteers of each of them, from and against all claims, damages, losses and expenses arising out of the engagement caused in whole or in part by any negligent act or omission of the Lessee, any Lessee's, 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.

VII. INSURANCE:

- A. Lessee shall procure and provide to CSU Stanislaus proof of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities hereunder by Lessee, his/her volunteers, representatives, and employees. General liability coverage may be provided in the form of an

endorsement to the "Lessees" home-owner's insurance, or as a separate event policy purchased through the CSU Stanislaus University Commercial Events. Wedding packages include the required insurance.

B. The insurance coverage requirements are:

- 1. General Liability, \$1,000,000.00 per occurrence;
- 2. The General Liability policy shall be endorsed to provide:
 - a. that the State of California, the Trustees of the California State University, the California State University Stanislaus, and their auxiliaries, officers, employees, volunteers, representatives and agents are covered as additional insured with respect to liability arising out of activities by or on behalf of the Lessee;
 - b. that for any claims related to this project, the "Lessees" insurance coverage shall be primary as respects California State University, Stanislaus, its trustees, officers, employees, and volunteers. The University's insurance or self-insurance shall be excess of the (Lessees) insurance and shall not contribute to it.
- 3. General Aggregate, \$2,000,000.00;
- 4. Workers' Compensation, as required under California State Employer Law;
- 5. If Lessee or "Lessee's" volunteers, representatives, staff or participants will be driving vehicles on campus roads, Lessee shall maintain automobile liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

C. An original certificate of insurance and amendatory endorsements, or written proof of self-insurance, shall be received at the University Commercial Events Office and approved by the Risk Manager no less than ten days prior to the event. The required insurance must be in effect for the duration of the rental. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

D. Activities conducted by any vendors contracted by Lessee must first have approval from the CSU Stanislaus University Commercial Events Office and must provide proof of the appropriate insurance coverage.

THE PARTIES HERETO signify acceptance of this agreement as of _____ (Date) by signatures below.

Lessee Signature: _____ Printed Name: _____

Lessee Signature: _____ Printed Name: _____

California State University Stanislaus
Date:

By:

Toby A. Bushee, Director, Commercial Services
One University Circle
Turlock, CA 95382
Office: (209) 667-3913
FAX: (209) 664-3350



Council Synopsis

56

March 1, 2016

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

Prepared by: Rich Fultz, PLS.
City Land Surveyor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a professional services agreement with NBS, of Temecula, California, for professional consulting services to conduct a Fee Study for staff cost recovery in an amount not to exceed \$14,925

Resolution: Appropriating \$4,000 to account number 502-40-410.43754 "Engineering Fee Study" to be funded via a transfer from Fund 216 "Local Transportation Fund (LTF) for Streets and Roads" unappropriated reserves to complete the necessary funding required for this study

2. DISCUSSION OF ISSUE:

The City of Turlock Development Services Department, Engineering Division, is an enterprise fund that is expected to be self-sufficient and not reliant on General Fund revenues. As such, cost for services have been developed for many of the activities performed. However, over time the Engineering Division has taken on more responsibilities without fees for service - several of which are unfunded State mandates. Engineering staffs focus has been on providing strong customer service to other departments, the development community and Turlock citizens, but now finds itself performing many activities without funding.

At this time, staff feels we need to align our staff cost recovery fees to be equal to the level of service we provide. Our intent is to complete a fee study comparable to the recent Building Division Fee study developed in 2013. Staff is recommending that NBS Consultants be contracted to prepare the new fee study as they have a history and understanding of the City of Turlock and the Development Services Department. Following completion of the fee study, staff will report the findings and recommendations to the City Council for approval.

3. BASIS FOR RECOMMENDATION:

- A) The Engineering Division must establish adequate fees to support the required level of customer service.
- B) This study is necessary to determine the adequate fees to ensure the Engineering Division budget is positive and sustainable in the future.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal responsibility

General Principles:

- 1. Create a balanced, sustainable budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Account number 502-40-410.43754 "Engineering Fee Study" currently has a budget of \$11,000. Staff is requesting the appropriation of \$4,000 to complete the funding for this project. Funding for the appropriation is proposed to be via a transfer of unappropriated reserves in Fund 216 "Streets – Local Transportation Funds" as project will be looking at the services the Engineering Division provides related to traffic counts, intersection signage/controls and other traffic related services for which the Division does not currently collect a fee.

General funds will not be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve an agreement with NBS at this time. This is not recommended, as our Engineering Division plays a vital role in supporting Economic Development in the City of Turlock and continued General Fund support will be necessary.



**AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
NBS GOVERNMENT FINANCE GROUP
for
COST RECOVERY BASED ENGINEERING FEE STUDY**

THIS AGREEMENT is made this 1st day of March, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and NBS Government Finance Group, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Professional services; and

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

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

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

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

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

O.K. for Agenda
[Signature]

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 Fourteen Thousand Nine Hundred Twenty Five and 00/100^{ths} Dollars (\$14,925.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective March 1, 2016 and end March 1, 2017, 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 insurance coverage for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

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

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

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

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

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

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

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be

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

**for CONSULTANT: NBS Government Finance Group
32605 Temecula Parkway, Suite 100
Temecula, CA. 92592
PHONE: (800)676-7516
FAX: (951)296-1998**

**for CITY: CITY OF TURLOCK
Mike Pitcock
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563**

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

Rich Fultz, City Land Surveyor
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4437
E-mail: rfultz@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

NBS GOVERNMENT FINANCE GROUP

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Michael I. Cooke, Interim City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

Aerial View of Turlock



City of Turlock

Proposal for an Engineering Fee Analysis

January 15, 2016

OFFICE LOCATIONS:

San Francisco - Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

Davis - Regional Office
140 B Street, Suite 5-292
Davis, CA 95616

Temecula - Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Irvine - Regional Office
18012 Cowan Street, Suite 290
Irvine, CA 92614

Toll free: 800.676.7516
www.nbsgov.com

Prepared by



helping communities fund tomorrow



870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.676.7516
nbsgov.com

January 15, 2016

Mr. Rich Fultz
Land Surveyor
City of Turlock
Development Services Department
156 South Broadway, Suite 130
Turlock, CA 95380

RE: PROPOSAL FOR AN ENGINEERING FEE ANALYSIS

Dear Mr. Fultz,

Thank you for contacting NBS to provide a proposal for additional consulting services related to the City's fee schedules, fee amounts, and cost recovery policies. As you know, NBS recently assisted the City in evaluating Building and Safety permitting fees. This proposed engagement for an analysis of Engineering fees is similar in approach, and will create a defensible fee structure that can collect the total estimated and reasonable costs of providing services.

NBS' Financial Consulting practice area focuses on development of well managed and implementable user and regulatory fee (cost of services) studies. If selected, we would collect relevant budget and staffing data from the City. Then, we would discuss and explore with the City relevant cost recovery based fee structure options created by our professional staff over the life of their careers. We can customize a fee structure that will be easy to implement and understandable for Turlock customers.

We at NBS have a wealth of experience with local government finance overall, and specifically with similar efforts. Nicole Kissam, Director of the Financial Consulting practice area is the proposed Project Director for this engagement. She has worked with many Californian (and specifically central Californian) cities and is regularly invited to speak on cost recovery based fee structures and budget management for organizations such as CSMFO, CALBO, etc. Her supporting team of project management and analytical professionals come to the table with similar experience, talents, and accolades.

We invite you to review this proposal, our approach, and assumptions. Please contact Nicole with any questions at 800-676-7516 or email at nkissam@nbsgov.com.

Sincerely,

Handwritten signature of Nicole Kissam in black ink.

Nicole Kissam
Director of Financial Consulting

Handwritten signature of Michael Rentner in black ink.

Michael Rentner
President and CEO

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MSRB Municipal Advisor: NBS is registered with the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

As a new rule covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, any firm that is a provider of debt issuance support services must be registered with the Securities Exchange Commission (SEC) and MSRB in order to legally provide these related services.



helping communities fund tomorrow

From the flow of water to the flow of revenue

NBS helps facilitate the intricate balancing act that keeps communities running strong. We develop smart solutions for municipalities, and for the public they serve.

NBS consultants and engineers have provided focused consulting, assessment engineering, special assessment software, ongoing administration, financial analyses and related support to over 300 public agencies. Our Financial Consulting practice focuses primarily on cost recovery mechanisms and supporting justification for various agency revenue streams; including user and regulatory fees, overhead cost allocation analysis, rate studies for municipal water, sewer, storm drainage and solid waste utilities, financial plans for public utilities, system capacity and development impact fees. The ultimate goal of NBS is to ensure quality results for the local public agency so that they are seen as serving their constituents in an exemplary manner.

Navigating the laws, codes and regulations affecting local governments requires guidebooks. And so we wrote two, coining new industry phrases and capturing definitions that have become a ready resource for local government professionals. The *NBS Rates, Fees and Charges Compendium* as well as the *NBS Special Financing Districts Primer* are both available for download free at www.nbsgov.com/expertise/publications.

Every year we keep things fresh by sponsoring content-rich workshops that bring industry insiders together to learn, share ideas and meet with their peers. The NBS University seminars are held annually. Well respected in their fields, our staff is often asked to speak at trade events and on panel discussions.

1. NBS BACKGROUND

NBS PROFILE

Helping communities fund tomorrow. NBS was founded in 1996 by experienced finance and engineering professionals, and has worked with more than 350 public agencies to date. NBS is an independent consulting firm serving local governmental agencies, including cities, towns, counties, municipal utilities, and special purpose districts. The ultimate goal of NBS is to provide support, expertise and solutions that allow these local agencies to focus on community needs and core services. NBS currently has 36 employees located in Temecula (corporate headquarters), Irvine, Davis and San Francisco. Our Financial Consulting practice focuses primarily on cost recovery mechanisms and supporting justification for various agency revenue streams, including the following:

- Overhead cost allocation analysis
- User and regulatory fees for a wide variety of local government programs and services
- Rate studies for municipal water, sewer, storm drainage and solid waste utilities
- Financial plans
- System capacity and development impact fees

NBS also provides special financing district consulting and administration focusing on the formation and ongoing administration of Assessment Districts, Business Improvement Districts (BIDs), Community Facilities Districts (CFDs), Local Improvement Districts (LIDs), property-related fee districts, and special parcel tax districts. NBS is staffed with seasoned experts who are dedicated to providing our clients with the best possible results; 37 consultants contribute extensive experience in the fields of finance, management, and local governance. The company is in a strong financial position with little to no debt and continually invests in the highest-quality software and technology.

NBS is a California S-Corporation, with six shareholders, those being engineers and financial professionals. The company is in a strong financial position with little to no debt and continually invests in the highest-quality software and technology.



RELEVANT PROJECT EXPERIENCE

NBS completed a study of Turlock's building fees in 2012-2013. NBS is happy to provide additional project summaries as well as client specific references and contact information if needed.

PROJECT TEAM STRUCTURE AND ROLES

NBS is pleased to present the following staff for the City's study. Full resumes for senior staff are provided on the following pages:

NICOLE KISSAM, PROJECT DIRECTOR:

Ms. Kissam will manage the ongoing administration of the project, serving as the executive point of contact for City staff and directing the work efforts the consultant project team. She will be fully conversant in all findings and will be onsite for progress, findings, and public events as needed. Ms. Kissam will work closely with the City's designated project manager to monitor schedule and delivery of work products to the City's satisfaction. While designing and directing analytical efforts, she will also provide senior-level technical analysis as warranted throughout the project

STACEY SHELL, SENIOR CONSULTANT / PROJECT MANAGER:

Ms. Davis, an Associate Director will act as Project Manager and serve as the Lead Consultant to lead data acquisition and validation efforts with City staff, direct specific areas of model design, and prepare technical analysis supporting the determination and justification of cost allocation and fees, at the direction of the Project Director. Ms. Davis will work actively with departmental staff members who oversee and perform services under review in this effort. As needed or assigned, Greta Davis may also perform the duties listed above for Nicole Kissam.

GRETA DAVIS, ASSOCIATE DIRECTOR:

Ms. Davis, an Associate Director is part of our professional consulting team in the area of cost allocation, cost analysis, and user fee studies. She is not proposed as directly assigned to this project, but does provide another layer of peer review or additional capacity if needed to support the project's timeline or technical requirements.

NBS FINANCIAL ANALYSTS, KHALID WAHIDI & ALAN SATKIN:

NBS Financial Analysts will perform large-scale data analysis and validation, design and implement cost allocation and rate models, and prepare technical outcomes at the direction of Ms. Kissam and Ms. Shell.

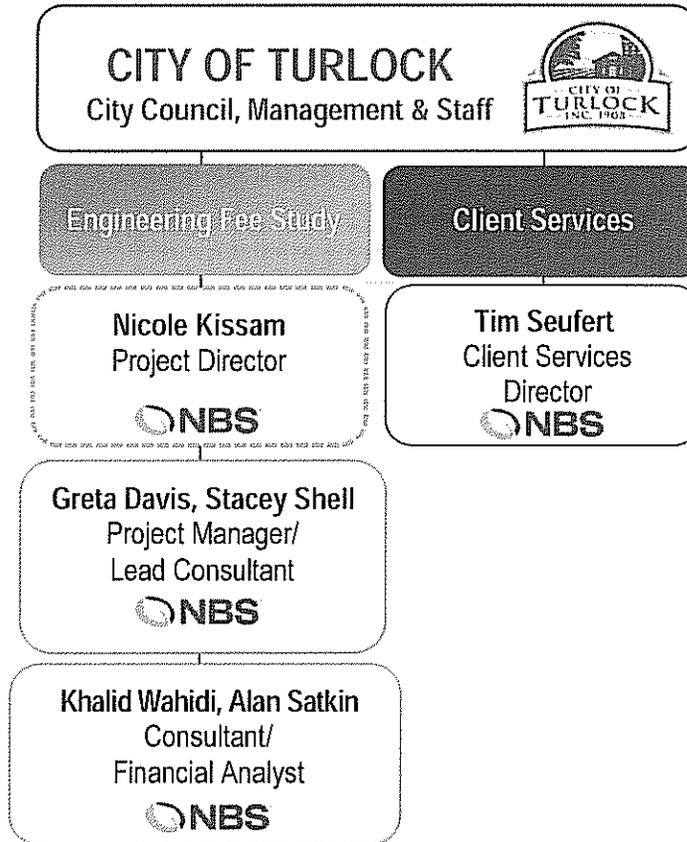
TIM SEUFERT, CLIENT SERVICES DIRECTOR:

Mr. Seufert will ensure NBS' study team delivers the high quality work products and service standards that differentiate NBS from other firms. However, he will not be charging time to this project.

PROJECT ORGANIZATION CHART

NBS is staffed with seasoned professionals who are dedicated to providing our clients. The organization chart shown as Exhibit A on the next page illustrates the reporting relationships within our proposed project team.

Exhibit A. NBS Project Team reporting structure for the City





RESUME HIGHLIGHTS

- Over 10 years of experience
- Financial and management consultant
- Specialized in cost allocation plan, user fee and rate studies for California agencies

EDUCATION

- Bachelor of Science, Business Administration, California Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

- Association of California Water Agencies (ACWA)
- American Public Works Association (APWA)
- California Society of Municipal Finance Officers (CSMFO)

SPEAKING ENGAGEMENTS

- Revenue Remedies, Pre-Conference Workshop, CSMFO 2013
- Verdict on User Fees, Panel on User Fees, CSMFO 2013
- Strategies for Managing Your Building Department's Budget, CBOAC 2011

BIOGRAPHY

Nicole Kissam is Director of Financial Consulting for NBS. She has over 10 years total work experience in public sector consulting, city government, marketing, and public relations.

Nicole has been a financial and management consultant to local government for the majority of her career, specializing in cost allocation plans, and user fee and rate studies for California agencies. She also spent several years performing management audits to improve the operational efficiency of various municipal services, including wastewater, community development, public works, recreation and human resources. She has supported, developed, and directed financial services consulting practices for three private consulting firms offering similar services to those proposed to be completed by NBS in this document.

Ms. Kissam has participated in, managed, and completed more than 100 separate consulting engagements throughout her career, from small jurisdictions with less than 10,000 population, to large jurisdictions such as the City/County of San Francisco's Building Inspection Department, and City of Los Angeles' Planning and Fire Departments.

RECENT NBS PROJECT EXPERIENCE

Within the last three (3) years, as Director of NBS' Financial Consulting practice, Nicole has managed and completed the following relevant projects to the scope of services proposed in this document:

- Association of Bay Area Governments (ABAG), Indirect Cost Allocation Plan Review
- City of Chula Vista, *Cost Allocation Plan Review and User Fee Study Analysis*
- City of Clear Lake, *Cost Allocation Plan*
- Contra Costa County, *User and Regulatory Analysis Review*
- City of Dixon, *Cost Allocation Plan*
- City of East Palo Alto, *Cost Allocation Plan and Comprehensive Fee and Rate Study*
- City of Eastvale, *Development Impact Fee Study*
- City of Fresno, *Fire Prevention User Fee Analysis*
- City of Indio, *Cost Allocation Plan and User Fee Study*
- City of Los Angeles, *Expedited Review Fees for the Department of City Planning*

"I really appreciate all of the extra time you spent educating me (and my staff) on the basis for the rates. It was extremely valuable and gives me the detail I need to explain and justify any increases. Thanks again for everything. It was a pleasure working with you!"

CHAD DAVISSON
WASTEWATER MANAGER
CITY OF RICHMOND

[Nicole Kissam served as the Project Manager on various financial analyses for the City.]

Resume continued...

- City of Napa, *Cost Allocation Plan and User Fee Study*
- City of Petaluma, *Cost Allocation Plan and Internal Service Fund Rate Review*
- City of Portola Valley, *Community Development User Fee Analysis*
- City of Richmond, *User Fee Analysis for Engineering, Code Enforcement and Medical Marijuana.*
- City of San Luis Obispo, *Building Department User Fee Analysis*
- City of San Carlos, *Citywide User Fee Study, Police False Alarm Analysis, Sewer Financial Plan and Rate Update Recommendations*
- City of Sausalito, *User Fee Study (in progress)*
- City of Taft, *Cost Allocation Plan and User Fee Study*
- City of Turlock, *Building Fee Study*
- Sacramento Public Library Authority, *Cost Allocation Plan*
- Santa Clara County Environmental Health Department, *User Fee and Fund Balance Analysis*

HISTORICAL PROJECT EXPERIENCE

Nicole was the project manager and lead analyst for the following engagements as Vice President for the Matrix Consulting Group:

- City of Arcata, *Building Fee Analysis*
- City of Atwater, *Building Fee Analysis*
- Centre City Development Corporation (San Diego), *Planning Fee Analysis*
- City of Elk Grove, *Overhead Cost Allocation Plan*
- City of Fresno, *Development Services Fee Analysis*
- City of Manteca, *User Fee Analysis*
- Marin County Community Development Agency, *Fee Analysis*
- Maui County, *Planning Department Fee Analysis*
- City of Petaluma, *Citywide Cost Allocation Plan and User Fee Analysis*
- City of Richmond, *Citywide Cost Allocation Plan and User Fee Analysis for Planning and Building*
- City/County of San Francisco, *Department of Building Inspection Fee Analysis*
- City of San Jose, *Land Development / Engineering Fee Analysis*
- City of Sunnyvale, *Development Services Fee Analysis*
- City of Temecula, *Citywide User Fee Analysis*

Nicole also participated in or managed the following Cost of Service/User Fee Analysis engagements while employed by a large national government services consulting firm:

Alameda, Brentwood, Chula Vista, Citrus Heights, Dana Point, El Cerrito, Hemet, Hermosa Beach, Livermore, Manteca, Martinez, Mission Viejo, National City, Oceanside, Ontario, Pasadena, Paso Robles, Red Bluff, Sacramento Library, San Luis Obispo, Santa Maria, Temecula, Vacaville, Vallejo, Winters, Yuba. Additionally, Ms. Kissam conducted User Fee Studies in Reno, NV.



RESUME HIGHLIGHTS

- Seasoned Professional in Cost Allocation Plans, Cost of Service/User Fee Analysis and Building Nexus Fee Studies.
- Solid track record of implemented results in assisting public entities recover additional revenue to fund programs and services.
- *Over 25 years of experience.*

EDUCATION

- Bachelor of Arts in Social Science; *Emphasis in Finance*, University of California, Irvine, 1990
- Risk Management Certificate, University of California, Riverside, 1992

PROFESSIONAL AFFILIATIONS

- CSMFO – California Society of Municipal Finance Officers.
- MMASC – Municipal Management Association of Southern California.

SPEAKING ENGAGEMENTS

- League of CA Cities – Annual Conference break out session, "Fire Department EMS Cost Recovery", September 2013.
- NBS Workshop – Extreme Revenue (And Cost) Makeover - over 30 local jurisdictions represented, May 2012.
- League of CA Cities - Financial Management Seminar, "Setting User Fees in the Current Legal Environment", December 2007.

BIOGRAPHY

Ms. Davis offers over 25 years of experience in all facets of government financial, organizational and operational consulting for local government clients. A dedicated professional and industry professional with a solid track record of implemented results in assisting public entities recover additional revenue to fund programs and services. Recent projects include working with local agencies to become financially stable by re-aligning fees and increase service delivery of reduced or eliminated programs and community services. Ms. Davis continues efforts in evaluation of cost of service delivery of services and programs and establishment of realistic fee recovery policies to assist local governments with the organizational strategic and business goals and objectives.

Ms. Davis has over 25 years of experience in local government services. Her range of experience includes the following:

- Project Management; Training and Quality Assurance.
- Indirect Cost Rate Studies/Federal OMB A-87 Indirect Cost Allocation Plans.
- Cost of Service/User Fee Studies/Activity Based Cost Studies.
- Federal/State Jail Rates.
- Federal IV-D Indirect Cost Reimbursement Agreements.
- Revenue Maximization, Process Re-engineering and Process Improvement.
- Budget Analysis and Program Management, Consultation and Advice.
- Government audit liaison on audits of indirect cost rates and cost eligibility.

RECENT NBS PROJECT EXPERIENCE

Within the last three (3) years, as a Project Manager and Lead Consultant with NBS' Financial Consulting practice, Greta has managed and completed the following relevant projects to the scope of services proposed in this document:

- City of Alameda, *User Fee Study*
- City of Bell, *Cost Allocation Plan*
- City of Belmont, *Indirect Cost Allocation Plan and ICRP*
- City of Camarillo, *User Fee Study*

Resume continued...

- City of Concord, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Chula Vista, *Cost Allocation Plan Review and User Fee Study Analysis*
- City of Dixon, *Cost Allocation Plan*
- City of Escondido, *OMB A-87 Cost Allocation Plan and Federal GEMT Cost Reporting*
- City of Fountain Valley, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Huntington Beach, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Lincoln, *Cost Allocation Plan and User Fee Study (in progress)*
- City of Napa, *Cost Allocation Plan and 911 Indirect Cost Allocation Plan*
- City of National City, *Full and OMB Cost Allocation Plan*
- City of Moreno Valley, *Full and OMB Cost Allocation Plan and ICR Proposal*
- City of Palmdale, *Cost Allocation Plan and Fully Burdened Hourly Rates*
- City of Riverside, *Cost Allocation Plan*
- City of Seaside, *User Fee Study*
- City of Santa Cruz, *Cost Allocation Plan and User Fee Study*
- City of San Juan Capistrano, *Cost Allocation Plan and User Fee Study*
- City of South San Francisco, *OMB A-87 Cost Allocation Plan and Federal GEMT Cost Reporting*
- Sacramento Public Library Authority, *OMB A-87 Cost Allocation Plan*
- Sacramento Metropolitan Fire District, *Full and OMB Cost Allocation Plan and Fully Burdened Hourly Rates*
- San Francisco Municipal Transportation Agency, *OMB A-87 Cost Allocation Plan and Rates*

HISTORICAL PROJECT EXPERIENCE

Over the life of her career, Ms. Davis provided Cost Allocation services to the following agencies:

Lancaster, Vallejo, Vista, Encinitas, Oceanside, Malibu, Dana Point, Huntington Beach, Mission Viejo, Hawthorne, Rancho Palos Verdes, Rancho Cucamonga, Grover Beach, Orange, Lynwood, Irvine, Maywood, Calexico, National City, Santee, Covina, Moreno Valley, Rancho Santa Margarita, Turlock, Tulare, Lathrop, Imperial Beach, Solana Beach, Victorville, Yucaipa, San Bernardino, Seal Beach, Los Altos Hills, Willits, Fresno, Pasadena, Bay Area Air Quality District (BAAQ), Watershed Conservation Authority (WCA), Imperial County, Butte County, Orange County, Solano Irrigation District, Olivenhain Municipal Water District, Los Angeles Metropolitan Transit District (METRO), Greater Cleveland RTA.



RESUME HIGHLIGHTS

- Experienced project manager of Cost Allocation Studies and User and Regulatory Fee Analysis.
- Extensive background in providing consulting and project management support to federal, state and local government in the subject areas of development services, public safety, public works, health and human services, information technology, project planning and implementation, public program administration, finance and state mandated reimbursement.

EDUCATION

- Master in Business Administration, California State University Sacramento, 2009
- Bachelor of Science, Finance; HRM; Risk Management California State University Sacramento, 2002
- Project Management Professional Certification, 2011 and 2014

BIOGRAPHY

Stacey Shell is a Manager in the Financial Consulting Group at NBS. Ms. Shell has nine years of project management experience, seven years dedicated to Cost Allocation Plan, User Fee Analysis, and State-level public health program implementation projects. Additionally, Ms. Shell has recently returned from twenty-seven months of service in the Peace Corps as a Community Economic Development Volunteer in Azerbaijan, where her primary project assignments were in the local municipality's "city hall". As an NBS employee, she provides professional expertise in the areas of project management, consulting, facilitation, public speaking, document development and analysis for cost allocation plan and user fee study engagements.

RECENT RELEVANT PROJECT EXPERIENCE

The following list provides a sampling of user fee study, cost allocation plan and SB 90 projects that Stacey Shell has participated in, or managed over the life of her consulting career:

- | | |
|--|--|
| City of Alameda, User Fee Study and SB 90 | City of Mountain View, User Fee Study |
| City of Bakersfield, SB 90 | City of Morgan Hill, User Fee Study |
| City of Berkeley, SB 90 | City of Napa, User Fee Study |
| City of Chico, SB 90 | City of National City, User Fee Study |
| City of Clovis, User Fee Study | City of Ojai, SB 90 |
| City of Corcoran, SB 90 | City of Ontario, User Fee Study |
| City of Covina, User Fee Study | City of Paradise, SB 90 |
| City of Cupertino, User Fee Study | City of Porterville, SB 90 |
| City of Danville, Cost Allocation Plan, SB 90 | City of Rancho Cucamonga, User Fee Study |
| City of Delano, SB 90 | City of Rohnert Park, User Fee Study |
| City of Diamond Bar, Cost Allocation Plan and User Fee Study | City of Sacramento, User Fee Study |
| City of Dinuba, SB 90 | Sacramento County, Overhead Calculation |
| City of East Palo Alto, SB 90 | City of San Jose, SB 90 and User Fees |
| City of El Cerrito, SB 90 | City of San Leandro, SB 90 |
| City of Emeryville, SB 90, User Fee Study | City of San Luis Obispo, User Fee Study |
| City of Fairfield, User Fee Study | City of Santa Cruz, User Fee Study |
| City of Hayward, User Fee Study | City of Sausalito, User Fee Study |
| City of Los Altos, SB 90 | Town of Ross, Cost Plan / User Fee Study |
| City of Los Gatos, SB 90 | City of Turlock, Cost Allocation Plan |
| City of Martinez, Cost Plan / User Fee Study | City of Ventura, User Fee Study |
| City of Millbrae, SB 90 | City of Victorville, Cost Plan / Fee Study |
| City of Modesto, User Fee Study | City of Woodland, SB 90 |
| | City of Yucaipa, User Fee Study |

2. PROPOSED WORK PLAN

The key deliverables for this project will include:

- A written report with technical exhibits and/or appendices detailing the justification of recommended fees to be considered for adoption.
- Technical appendices displaying the complete analytical support for findings and action items.
- Sufficient onsite events and/or meetings with staff during the analytical phases of the project to develop study outcomes
- One community, study session, or public hearing meetings regarding adoption of resulting fees
- Future access to NBS experts as the need arises in the future

The outline below describes the step-by-step Work Plan to be followed by NBS in completion of the scope of work.

Task 1: Gather and Analyze Data

Acquire published data from the City, centering on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and volumetric data, previous fee studies, and other items of a more global nature. Provide the City with a Preliminary Data Request Memorandum indicating any items that were not accessed through independent research efforts that are required to initiate the Study.

Task 2: Conduct Administrative Kick-Off Meeting

Conduct a project commencement meeting, either on-site or via teleconference, with City staff members and management, such as those from Community Development Administration, Finance, and Engineering, who will manage the progress, completion, and implementation of the Study's findings. This meeting will include a discussion of expectations and an overview of the process for conducting the analysis, including: coordination for onsite and remote interactions with City personnel, timeline for project completion, global data needs, established policies and procedures, and other topics.

Task 3: Design Fee Structure

Meet with Engineering staff, either on-site or via teleconference, known to provide the fee-related services under review in this study. Applying industry expertise, NBS consultants will recommend and develop fee structures (as opposed to amounts) for the program. This task includes a discussion and recommendation regarding implementation of flat, scaled, or deposit based approaches to the Engineering Division's fee structure.

Task 4: Conduct Organizational Time Study

Acquire a broad understanding of organization, performance of core services, as well as basic staffing structures/lines of command in the Engineering Division. Discuss and evaluate following concepts related to establishing fully burdened hourly rates and cost recovery based fees:

- Organizational and reporting structures for Division personnel
- Fee and any non-fee recoverable services provided by the Division
- Net Available Work Hours calculation per staff member
- Estimates of service levels per fee category
- Annual project workload estimates

Conduct several on-site or teleconference based events to generate organizational, performance, and time information necessary for justifying fees.

Task 5: Prepare Iterations and Time Study Module

Determine any necessary secondary course of action to continue and/or refine organizational, performance, and time data. Up to two iterations of the time and service analysis are included to ensure that the cost of service analysis is defensible and reasonable. The product of this sub-task will be a model of the complete organizational, performance, and time requirements for the services under review in this study.

Task 6: Develop Time/Cost Module

Prepare the module that will determine the full cost of service on an annual basis for the program, as well as for its individual application processing, review and regulatory services. The module will also provide an hourly cost basis for the program, and as warranted, by classification of personnel. Integrate City financial/budget data, payroll/labor data, and established overhead charges or cost allocations, as follows:

- Define the direct costs of service involved in each service under review in this study. Direct costs reflect those specifically related to the provision of service embodied by the activities reflected in the fee schedule, as well as any potential additions to that list.
- Define the indirect costs of service involved in each service under review in this study. Indirect costs are those incurred to support the provision of direct service, and may be reflected in many functional forms, depending on the division and/or direct services in questions. Examples of indirect functions include administrative support, customer service/public information, code/policy/standards maintenance, training, and management. Outside of discrete functions, indirect costs may also include tangible items, such as materials and supplies.
- Determine applicable City-wide indirect costs, such as those defined by an overhead cost allocation plan or other analysis maintained by the City to determine appropriate shares of administrative, support services, and/or governance costs.

This module will determine the full cost of service at an activity level for each individual service selected as a candidate for a new fee. Integrate applicable information developed in previous tasks describing organizational analysis and the time valuation to develop activity costs of service. Apply performance/time estimates at identified activity levels to the fully-burdened hourly rates developed in the Time Valuation tasks to determine the full cost of service for each fee-related service.

Task 7: Conduct Divisional Meetings / Revisions

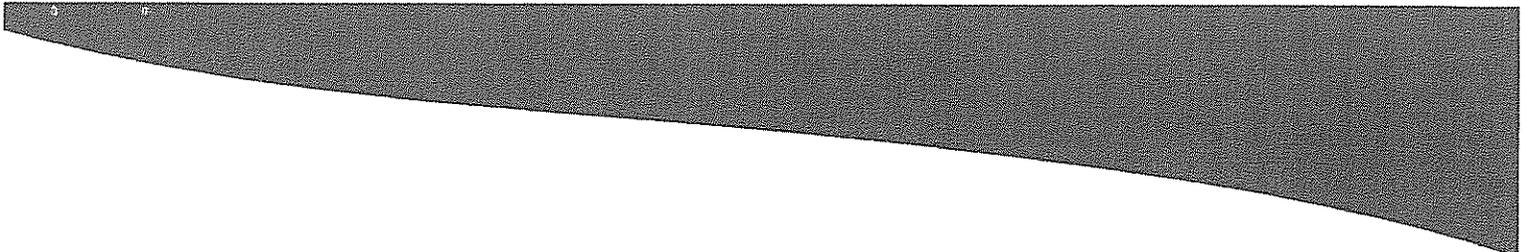
This task represents one planned iteration of the analytical work products. Based on review of draft analytical results with City staff, revise core analytical modules and finalize the activity costs of service. Calculate the final unit costs of service that will serve as the foundation for any revised fee amounts and/or fee structure.

Task 8: Issue Final Report

Prepare a written report describing the complete work and findings of the project. Include an executive summary, narrative sections detailing the Fee Structure Design, Organizational Analysis, Time Valuation, and Cost of Service Analysis. Include technical appendices detailing the entire body of analysis supporting outcomes. Issue the draft report in electronic form (portable document format) to City staff and management for review. Issue the draft final report to City staff and management. Perform one iterative round of changes and incorporation of City staff and management's comments.

Task 9: Community Outreach / Legislative Process

The purpose of this task is to support actively the City's process to legislatively review, approve, and implement the resulting fees stemming from this study. In anticipation of community presentation and /or City Council review, prepare foundational presentation materials for use in public meetings. Prepare for and attend one meeting of the City's choice to present study findings and respond to questions on behalf of or in support of City staff.



TIMELINE

It is important that the consultants and City project management work closely together to determine a reasonable schedule that balances the preferred date for project completion with existing workload and priorities. During the data collection tasks of the Work Plan, NBS will proactively remind of agreed upon submittal dates, and strive to process submittals quickly to keep the project moving forward. Upon project commencement, a schedule and task plan will be developed for mutual acceptance by the City and consultants. A study of this nature typically requires between 90 and 120 days to complete.

3. FEE

Our professional fees are based on our understanding of the City's needs and the effort we believe is necessary to complete a comprehensive scope of services as described in our Proposal. We express this honestly and transparently through our price proposal.

HOURLY RATES

NBS applied the following hourly rates to derive the overall not-to-exceed pricing for the requested scope of services. NBS' rates are inclusive of all costs associated with professional time, such as travel, document production, and incidentals. The rates will apply for the duration of our contract:

- Director, \$205 per hour
- Associate Director, \$190 per hour
- Senior Consultant / Manager, \$160 per hour
- Analyst, \$120 per hour

DETAILED PROJECT BUDGET

NBS proposes a professional fee that is a fixed amount of **\$14,925**.

At no time will we invoice for charges in excess of the fee to which the City and NBS mutually agree. Should the City specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the City. NBS proposes to invoice the City on a monthly basis, following recorded consultant time on the project, paralleling our completion of the work.

Exhibit B. Detailed Project Budget

PROJECT COST DETAIL - CITY OF TURLOCK	NBS Consultant Labor (Hours)			Grand Totals	
	Kissam	Shel	Wahidi / Sakilo	Consultant Labor (Hours)	Consultant Costs (\$)
Task Plan	Project Director	Project Manager	Analyst		
Hourly Rate	\$205	\$160	\$120		
WORK PLAN ENGINEERING FEE STUDY					
Task 1. Gather and Analyze Data	1	2	1	4	645
Task 2. Conduct Administrative Kick Off Meeting	1	4	-	5	845
Task 3. Design Fee Structure	2	12	4	18	2,810
Task 4. Conduct Organizational Time Study	1	16	6	23	3,485
Task 5. Prepare Iterations and Time Study Module	-	-	-	-	-
Task 6. Develop Time / Cost Module	1	8	4	13	1,965
Task 7. Divisional Meetings / Revisions	1	8	4	13	1,965
Task 8. Issue Final Report	2	8	2	12	1,930
Task 10. Community Outreach / Legislative Process	-	8	-	8	1,280
TOTAL	9	66	21	96	\$ 14,925

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$4,000 TO ACCOUNT NUMBER }
502-40-410.43754 "ENGINEERING FEE }
STUDY" TO BE FUNDED VIA A TRANSFER }
FROM FUND 216 "LOCAL }
TRANSPORTATION FUND (LTF) FOR }
STREETS AND ROADS" }
UNAPPROPRIATED RESERVES TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THIS STUDY }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock Development Services Department, Engineering Division is an enterprise fund that is expected to be self-sufficient and not reliant on General Fund revenues; and

WHEREAS, cost for services have been developed for many of the activities performed; and

WHEREAS, over time the Engineering Division has taken on more responsibilities without fees for service; several of which are unfunded State mandates; and

WHEREAS, there is a need to align staff cost recovery fees to be sufficient for the level of service provided; and

WHEREAS, by separate action, the City Council has entered into a professional services agreement with NBS, of Temecula, California, for professional consulting services to conduct a Fee Study for staff cost recovery in an amount not to exceed \$14,925; and

WHEREAS, account number 502-40-410.43754 "Engineering Fee Study" currently has a budget of \$11,000 and needs an additional appropriation of \$4,000 to complete the funding for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$4,000 to account number 502-40-410.43754 "Engineering Fee Study" to be funded via transfer from Fund 216 "Local Transportation Fund (LTF) for Streets and Roads" unappropriated reserves to complete the necessary funding required for this study.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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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March 1, 2016

From: Michael I. Cooke, Interim City Manager

Prepared by: Michael I. Cooke, Interim City Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement for settlement of water rights protests between the City of Turlock, Del Puerto Water District and Banta Carbona Irrigation District

2. DISCUSSION OF ISSUE:

The City of Turlock is a member of the North Valley Regional Recycled Water Program (NVRWP) which is a collaborative partnership between the City of Turlock, the City of Modesto and Del Puerto Water District.

The purpose of the Program is to provide recycled water from the Turlock and Modesto wastewater treatment facilities to the Del Puerto Water District (DPWD) for agricultural irrigation.

The City currently discharges its tertiary treated ("recycled") wastewater into the San Joaquin River. In order to remove its recycled wastewater from the River, the City must obtain "water rights" approval from the State Water Resources Control Board. As part of that application process, the State Water Board must determine whether any existing water user is harmed by the City removing its water from the San Joaquin River.

Banta Carbona Irrigation District (BCID), located in the Tracy area, appropriates water from the San Joaquin River. BCID expressed a concern that the removal of the City's recycled water from the San Joaquin River may exacerbate low flow conditions that have occasionally led to the curtailment of BCID's pre-1914 water rights.

To settle BCID's protest, DPWD has agreed to provide up to 100 acre feet per month of supplemental water to BCID during times when BCID's pre-1914 water rights are curtailed. There is no obligation on behalf of the City of Turlock.

3. BASIS FOR RECOMMENDATION:

A. To facilitate the development of the North Valley Regional Recycled Water Program.

- B. To allow for the beneficial reuse of the City's recycled water.
- C. To remove the City's wastewater from the San Joaquin River as required by the Time Schedule Order adopted by the Regional Board for the City's NPDES Permit.

Policy Goal #4: Municipal Infrastructure

General Principles:

- 1. Residents, businesses and visitors rely on:
 - b. Quality and well-functioning wastewater treatment systems with adequate treatment capacity.

Action Item:

- 3. Maximize the beneficial reuse of recycled water.
 - Complete construction of the North Valley Regional Recycled Water Project (NVRWWP) (no later than July 1, 2019).
 - Remove all wastewater discharge from the San Joaquin River (no later than December 31, 2019).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

There is no cost to the City for this agreement. DPWD will be responsible for providing water to BCID. DPWD will pay the City for all recycled water delivered via the NVRWWP.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement for settlement of water rights protests. This alternative is not recommended as the agreement allows the City to remove its recycled water from the San Joaquin River thereby allowing the City to comply with its NPDES Permit.

AGREEMENT FOR SETTLEMENT OF WATER RIGHTS PROTESTS

This Settlement Agreement ("**Agreement**") is made by and between the CITY OF TURLOCK ("**City**"), DEL PUERTO WATER DISTRICT ("**Del Puerto**"), and BANTA-CARBONA IRRIGATION DISTRICT ("**BCID**") (each a "**Party**" and collectively, the "**Parties**").

1. RECITALS.

- a. Del Puerto and BCID are each a public agency of the State of California, duly formed and operating under the laws of the state, and each is empowered to enter into contracts to manage the water supply available to it for the benefit of its respective landowners and water users; and
- b. The City is a California municipal corporation and general law city, duly formed and operating under the laws of the state, and empowered to enter into contracts to manage its water resources for the benefit of its constituents; and
- c. In 2015, the City filed water right application No. 32232 ("**Application 32232**") and wastewater change petition No. WW0088 ("**Petition WW0088**") for the purposes of securing a right to treated wastewater produced by the City so that a portion of the water can be transferred to Del Puerto; and
- d. BCID filed two protests to Application 32232 and one protest to Petition WW0088, asserting that both the Application and the Petition included requests that would interfere with BCID's prior (pre-1914) water rights, and additionally that Application 32232 would also result in adverse environmental impacts; and
- e. The Parties have met to discuss terms and conditions for settlement and dismissal of BCID's protests, and have memorialized those terms and conditions in this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PROVISION OF WATER – CURTAILMENTS. In any month that the State Water Resources Control Board ("**SWRCB**") imposes a curtailment on or notifies Banta-Carbona Irrigation District ("**BCID**") that insufficient water is available under its pre-1914 water rights, BCID shall promptly notify Del Puerto ("**BCID Notice**"), and Del Puerto will make available to BCID one hundred (100) acre feet of water within thirty (30) days of the BCID Notice, from the Delta Mendota Canal ("**DMC**").
2. PROVISION OF WATER – BYPASS FLOWS.
 - a. If the pre-1914 water rights held by BCID are conditioned by the SWRCB to provide bypass flows for water quality, public trust, or fish and wildlife purposes in the future, in any month where the daily demand in BCID's existing service area (including lands served by contract as of the date of this Agreement) ("**Service Area**") cannot be met from its pre-1914 supplies as a result of such conditions, BCID shall promptly notify Del Puerto, and Del Puerto will make available to BCID (i) up to 50 acre-feet per month when the impact of the SWRCB's conditions is to reduce BCID's pre-1914 water right by 5% to 40%, or (ii) up to 100 acre-feet per month when the impact of the SWRCB's conditions is to reduce BCID's pre-1914 water

right by 41% to 100%.

b. For purposes of this section, when BCID is taking delivery of water from Del Puerto, no water shall be physically delivered to outside the BCID Service Area. BCID must take the Del Puerto water concurrent with its inability to meet its daily demands, up to the totals set forth above. Water to be provided to BCID by Del Puerto under this Agreement shall be considered the first water used by BCID. Any quantity of water provided by Del Puerto to BCID under this Subsection 2.b that remains unused by BCID in a given month will remain with Del Puerto, and cannot be stored or banked by BCID.

3. PAYMENTS. Water provided to BCID pursuant to sections 2 and 3 above (“**Settlement Water**”) shall be provided at no charge to BCID, except that BCID will pay operation and maintenance fees imposed by the United States Bureau of Reclamation or non-federal operating entity (currently the San Luis & Delta-Mendota Water Authority (“**Authority**”)) associated with the delivery of Settlement Water to BCID from the DMC under this Agreement.
4. CITY’S COOPERATION. The City shall not object to or otherwise interfere with Del Puerto’s provision of Settlement Water by Del Puerto to BCID under this Agreement.
5. DISMISSAL OF PROTESTS. Within five (5) days of execution of this Agreement by both Del Puerto and the City, BCID shall execute this Agreement and dismiss each of its protests to Application 32232 and Petition WW0088 and shall provide proof of the dismissals to the City.
6. DELIVERY AND MEASUREMENT. The point of delivery for Settlement Water shall be on the DMC at DMC milepost 20.42 left. Del Puerto and BCID agree to cooperate to develop a schedule for delivery of Settlement Water. Measurement of Settlement Water shall be by recording measuring devices selected, installed and operated by the Authority and subject to inspection at all times by Del Puerto and BCID.
7. SPECIFIC PERFORMANCE. The Parties agree that in this arid region the Settlement Water is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions will be proper injunctive relief, and such injunctive relief may be sought at any time during the term of the Agreement.
8. ATTORNEYS FEES. If legal action or other proceeding is commenced as a result of a dispute which arises under or relates to any provision of this Agreement, the losing party will pay the prevailing party’s actual attorneys’ fees, costs, expert witness fees and other expenses incurred in preparation for and conduct of that action or proceeding, appeal of judgment, and enforcement and collection of judgment or award.
9. WATER QUALITY. Del Puerto makes no warranty or representations as to the quality or fitness for use of the Settlement Water to be made available pursuant to this Agreement. The Parties acknowledge that BCID is familiar with the quality of said water, and that BCID shall be responsible for all necessary measures at its own expense for any testing, treatment, and other steps required for the intended uses of the water.
10. FORCE MAJEURE. Except as otherwise provided herein, all obligations of the Parties hereto will be suspended so long as, and to the extent that, the performance thereof will be prevented by earthquakes, fires, tornadoes, facility failures, floods, drowning, strikes, other

casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the Parties hereto.

9. WAIVER OF RIGHTS. Any waiver, at any time, by any party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default or matter.
10. NOTICES. All notices that are required, either expressly or by implication, to be given by any party to the other under this Agreement must be in writing, and be personally delivered (including by means of professional messenger service) or mailed, United States first-class postage prepaid, or by facsimile or email (pdf) transmission followed by delivery of a "hard" copy, addressed as follows:

CITY OF TURLOCK:

Attention: City Manager
156 S. Broadway, Suite 270
Turlock, CA 95380
Facsimile:
Email:

DEL PUERTO WATER DISTRICT:

Attention: General Manager
17840 Ward Ave
Post Office Box 1596
Patterson, CA 95363
Facsimile:
Email:

BANTA-CARBONA IRRIGATION DISTRICT:

Attention: General Manager
3514 W. Lehman Road
Tracy, California 95304
Facsimile: (209) 835-2009
Email: dweisenberger@banta-carbona.org

Notice will be deemed given (a) two calendar days following mailing via regular or certified mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile or email, whichever is earlier. The Parties will promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein will be deemed sufficient unless written notification of a change of address has been received.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.
12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same

instrument. This Agreement will not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely execute counterparts will be sufficient proof of this Agreement.

CITY OF TURLOCK,

A political subdivision of the State of California

By _____

DATE: _____

DEL PUERTO WATER DISTRICT,

A political subdivision of the State of California

By _____

DATE: _____

BANTA-CARBONA IRRIGATION DISTRICT

A political subdivision of the State of California

By _____

DATE: _____



Council Synopsis

March 1, 2016

51

From: Garner R. Reynolds, Acting Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the Turlock Groundwater Basin Association Memorandum of Understanding (MOU) to allow the City of Waterford to join as a new party and revising the method of adding new parties in the future

2. DISCUSSION OF ISSUE:

Local agencies within the Turlock Groundwater Subbasin (Basin) have been working cooperatively together on groundwater management issues since 1994. A Memorandum of Understanding (MOU) was adopted in 1995, establishing the Turlock Groundwater Basin Association (TGBA) with the sole purpose of developing a Basin-wide groundwater management plan (GMP). Once the GMP was completed in 1997, the TGBA automatically dissolved. A majority of the member agencies adopted the GMP and have continued to work together over the past 20 years to implement it. A second MOU was developed in 2001 to formalize the TGBA, and provide a focal point for continuing local groundwater management efforts within the Basin.

The second MOU included a list of all of the public water agencies and counties known to be located within the Basin. The local public agencies that are signatory members to the existing MOU include the City of Modesto, City of Hughson, City of Ceres, City of Turlock, Merced County, Denair Community Service District, Ballico-Cortez Water District, Hilmar Water District, Eastside Water District, Turlock Irrigation District, Merced Irrigation District and Stanislaus County. The TGBA Board, consisting of one representative from each of the member agencies, governs the TGBA activities in the Basin.

The City of Waterford, which now owns and manages the Hickman water system (formerly owned and operated by the City of Modesto) has asked to join the TGBA. Hickman is located within the Basin. The current process for adding new members to the MOU requires that the governing bodies of two thirds (2/3) of the member agencies take affirmative action to amend the MOU to allow the new member(s) to join.

Additionally, as part of the outreach process of implementing the Sustainable Groundwater Management Act (SGMA), several other entities have been identified as water suppliers within the Basin. These other water agencies may wish to formally join the TGBA as it pertains to the formation of a Groundwater Sustainability Agency (GSA) pursuant to the provisions of SGMA.

To facilitate and improve the efficacy and timeliness of the process by which new members can join in the future, the TGBA Board is requesting that the governing bodies of the existing members approve a revision of the MOU to allow the TGBA Board to approve such identified water agencies as new members, pursuant to Section 5.4.2 of the MOU, "New Parties." An MOU revision of this nature requires 2/3 approval of the member agency governing bodies. At a meeting held on January 21, 2016, the TGBA Board representatives agreed to bring this matter before their respective governing bodies for consideration of approval as soon as practically feasible.

3. BASIS FOR RECOMMENDATION:

- A. To improve the efficiency of the process for adding new members to the TGBA.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

- #3. Residents, businesses and visitors rely on:
 - a. High quality and adequate drinking water.

Action Items:

- #2. Implement projects that improve groundwater sustainability

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 revision to the Memorandum of Understanding establishing the Turlock Groundwater Basin Association. This alternative is not recommended as the Turlock Groundwater Basin Association is an integral part of planning for the region's water resources.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }
AMENDMENT TO THE TURLOCK }
GROUNDWATER BASIN ASSOCIATION }
MEMORANDUM OF UNDERSTANDING }
(MOU) TO ALLOW THE CITY OF }
WATERFORD TO JOIN AS A NEW PARTY }
AND REVISING THE METHOD OF ADDING }
NEW PARTIES IN THE FUTURE }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the Turlock Groundwater Basin Association (TGBA) was formed in 2001 for the purpose of providing a forum in which the groundwater agencies can work cooperatively to coordinate groundwater management activities within the Turlock Groundwater Subbasin; and

WHEREAS, the Association was formed with a Memorandum of Understanding (MOU), such that it does not duplicate any of the services, duties or authorities of any other agency, nor does it have any enforceable regulatory authority over any Party's facilities, water supplies or water rights; and

WHEREAS, the existing MOU stipulates that new parties may be added to the TGBA by a two-thirds vote of the Governing Boards of the parties to the TGBA; and

WHEREAS, with the new requirements imposed by the Sustainable Groundwater Management Act (SGMA), it is recognized by the interested parties that the TGBA is not the forum for implementing SGMA, but does provide a valuable forum for local agencies to coordinate on a subbasin scale as the agencies within the Turlock Subbasin move forward toward complying with SGMA; and

WHEREAS, the City of Waterford recently acquired the Hickman water system, located within the Turlock Subbasin, and as such has requested to join the TGBA; and

WHEREAS, other agencies may wish to join the TGBA; and

WHEREAS, to facilitate more expedient additions to the Association in the future, the TGBA recommends adding the City of Waterford to the TGBA and amending the TGBA Memorandum of Understanding so that in the future new parties can be added by a two-thirds vote of the TGBA Board (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the amendment to the Turlock Groundwater Basin Association Memorandum of Understanding (MOU) to allow the City of Waterford to join as a new party and to revise the method of adding new parties in the future.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

MEMORANDUM OF UNDERSTANDING ESTABLISHING THE TURLOCK GROUNDWATER BASIN ASSOCIATION

1. PARTIES:

The parties to the Memorandum of Understanding ("MOU") are: City of Ceres, a California Public Agency; Keyes Community Services District, a California Public Services District; Denair Community Services District, a California Public Services District; City of Turlock, a California public agency; Hilmar County Water District, a California Public Services District; Delhi County Water District, a California Public Services District; City of Hughson, a California public agency; City of Modesto, a California public agency; City of Waterford, a California public agency; Merced Irrigation District, a California Irrigation District; Ballico Community Services District, a California Public Services District; County of Merced, a Political Subdivision of the State of California; County of Stanislaus, a Political Subdivision of the State of California; Eastside Water District, a California Water District; Ballico-Cortez Water District, a California Water District; and Turlock Irrigation District, a California Irrigation District.

2. RECITALS:

This MOU is entered into with regard to the following facts and circumstances, among others:

OK for Agwin
JAM

2.1 Groundwater and surface water resources within the Turlock Groundwater Basin are vitally important resources, in that they provide the foundation to maintain current and fulfill future agricultural, domestic, municipal and industrial needs, as well as other needs, and to maintain the economic viability and prosperity of the Basin area.

2.2 The Stanislaus/Merced County area is one of the world's foremost agricultural areas; and the agricultural industry has played a major role in the development of the economy of Stanislaus/Merced County area. In an era of increasing competition for the area's finite water resources, it is important to understand and plan for the utilization of all the area's water resources in order to preserve all elements of the local economy vital to the area's well-being.

2.3 The Parties entered into a Memorandum of Understanding on or around July 14, 1995, for the purposes of studying and evaluating the condition of the Basin, and developing a groundwater management plan for the preservation, protection and enhancement of the Basin. The Turlock Groundwater Basin Groundwater Management Plan was adopted by the Parties on or about October 1997. The 1995 Memorandum of Understanding terminated by its own terms on December 31, 1997.

2.4 The Parties desire to form an association, which will be known as the Turlock Groundwater Basin Association, to provide a mechanism for the Parties

to collectively implement the Plan and the purposes and goals of this Memorandum of Understanding.

2.5 Purposes and Goals: The purposes and goals for the formation of the Association are:

2.5.1 To provide a mechanism to coordinate the implementation of the Plan and other groundwater management activities;

2.5.2 To create an association of the Parties to enhance the ability to obtain funding to carry out the Plan and related groundwater management projects; and

2.5.3 Provide information and guidance for the management, preservation, protection and enhancement of the Basin.

2.6 The Parties believe that non-coordinated action by water providers and users within the Basin could result in counter productive competition for finite resources resulting in adverse impacts to the groundwater and surface water supplies within the Basin.

2.7 The Parties believe that creation of an Association for water suppliers within the Basin is important to protect the groundwater and surface water

resources and will assist in meeting the needs of all users of such resources within the Basin.

2.8 Because of the enactment of Water Code Sections 10750 et seq., it is clear to the Parties that local management of water resources is desirable in order that local control be maintained over such resources.

2.9 The Parties hereto desire to enter into this MOU in order to form an association to promote the stated goals and provide coordinated implementation of the Plan to make the best use of available water resources to meet the needs of their respective constituents and service territories.

2.10 In forming the Association, it is the Parties' desire that the Association not be formed as a separate governmental entity, nor have any enforceable regulatory authority over any Party's facilities or any Party's respective surface water or groundwater supplies or rights, nor duplicate any services, duties or authority of any other agency.

3. AGREEMENT:

The Parties agree as follows:

4. DEFINITIONS:

The following terms, whether in the singular or the plural, and when used herein with initial capitalization, shall have the meanings specified in this Section 4:

4.1 **Basin:** The Turlock Groundwater Basin, which is geographically defined as that area in the State of California bounded on the west by the San Joaquin River; on the north by the Tuolumne River, on the east by the base of the Sierra Nevada foothills; and on the south by the Merced River, and includes the area of land overlying that basin and all tributaries therein.

4.2 **Board:** That body, consisting of one representative from each of the Parties, which governs the Association, as established pursuant to Section 5.2 of this MOU.

4.3 **Chairperson:** The presiding officer of the Association as elected by the Board.

4.4 **Governing Bodies:** The legislative bodies of the governmental Parties to this MOU.

4.5 **MOU:** This Memorandum of Understanding Establishing the Turlock Groundwater Basin Association.

4.6 **Parties:** Each of those entities named in Section 1 of this MOU, or those Parties added pursuant to Section 5.4 of this MOU.

4.7 **Plan:** The Turlock Groundwater Basin Groundwater Management Plan, adopted on or about October 1997.

5. THE ASSOCIATION:

5.1 **Powers and Purposes:** The Parties to this MOU hereby form the Turlock Groundwater Basin Association.

5.1.1 The purpose of the Association is to provide a forum in which the Parties can work cooperatively; to combine the available talent of the Parties' respective staffs; and to accomplish the purposes described in Section 2 of this MOU.

5.1.2 This Association shall have no enforceable regulatory authority over any person or entity, including Parties or Parties' facilities or rights.

5.2 **Board:** The Association shall be governed by a Board whose membership, duties and responsibilities are set forth herein.

5.2.1 Each Party shall designate one person to serve as a member of the Board, and one or more alternates. Each member of the board, and each alternate, shall serve at the pleasure of the Party appointing such member. A Party's alternate may serve in the place of that Party's member in the absence of such member and, in such case, the alternate shall have the powers of the member.

5.2.2 The Board, at its first meeting, shall elect a chairperson and vice-chairperson from its members. Such officers shall serve at the pleasure of the Board and in such capacities until the first meeting of the Board in 2002 at which time the Board shall elect new officers. Thereafter, the Board shall elect a chairperson and vice-chairperson from its members at the first meeting of each even numbered calendar year. The Chairperson shall be responsible for presiding over meetings of the Board, and shall notify committee members of meetings of the Board. The Board shall establish a date, time and place for its regular meetings, and may hold special meetings when required for the proper transaction of business. All meetings of the Board shall be held in accordance with the provisions of the Brown Act, California Government Code §54950 et seq. The Board shall prescribe such procedures for the conduct of its business as it deems appropriate.

5.2.3 A quorum shall consist of a majority of the Voting Members of the Board, except that less than a quorum may adjourn meetings of the Board. Alternatively,

the Chairperson may adjourn a meeting of the Board to a specified time, date and place if there is less than a quorum of members present for a meeting.

5.2.4 The Board shall have the following duties and responsibilities:

- a. Develop and implement the activities, including work schedule, designated to achieve the objectives of the Association as set forth in Section 2 of this MOU.
- b. Monitor work activities of the Association.
- c. Establish such committees as may be necessary or desirable to carry out the purposes of the Association, and to exercise general supervision over such committees.

5.2.6 Except for actions for which a different approval standard is set forth in this MOU, all actions of the Board shall be approved by a majority of the members present.

5.3 **Staff; Employees:** The Association may have employees upon a decision by the Board, and/or may obtain staff and support services through the Parties.

5.4 **New Parties:** New Parties may join the Association, provided that they meet the requirements set forth in this Section 5.4.

5.4.1 Any local public agency, whose service area includes land located within the Basin, which uses groundwater, or is authorized to provide groundwater, groundwater quality management, or groundwater replenishment within its service area, and whose service includes all or a portion of the Basin, may apply for membership in the Association.

5.4.2 Application for membership shall be subject to approval by the ~~Governing Bodies of the Parties Board~~; approval shall require the affirmative vote of the ~~Governing bodies~~ of two-thirds (2/3) of the Parties Board.

5.4.3 Any new Party to this Agreement shall, as a condition of admission to the Association, be required to first pay its proportionate share of back contributions, if any, as determined by the Board.

6. COMMITTEES:

The Board may establish any committees it determines are necessary or desirable.

7. ASSOCIATION COSTS:

7.1 Costs incurred by any Party in connection with any functions of the Association, or any committee established by the Board, and expenses of a Party's personnel including, without limitations, the regular and alternate members appointed by a party to

any committee while performing such functions, shall not be reimbursed by the Association except upon approval of the Board.

8. FUNDING AND VOTING PERCENTAGES:

8.1 It is anticipated that the Parties will fund their own staff work. However, outside funding may be available or the Parties, or any subgroup of the Parties, may make additional funding contributions, if necessary, upon agreement of those Parties participating in the funding.

8.2 **Voting Rights:** Each Party's representative on the Board shall be entitled to one vote.

8.3 **Modification by Party:** Funding percentages and/or voting percentages as indicated in Section 8.1 and 8.2 respectively, may be changed only upon the approval of the Governing Bodies of two-thirds (2/3) of the Parties.

9. RELATIONSHIP OF THE PARTICIPANTS:

9.1 **Each Party's Action is Independent of the Other:** The obligation of each Party to make payments under the terms and provisions of this MOU is an individual and several obligation and not a joint obligation with those of the other Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under

this MOU. No Party shall be under the control of or shall be deemed to control any other Party or the Parties collectively. No Party shall be precluded from independently pursuing any of the activities contemplated in this MOU. No Party shall be the agent of or have the right or power to bind any other Party without such Party's express written consent, except as expressly provided in this MOU.

9.2 **No Creation of a Joint Powers Agency:** The Parties agree that by this MOU they do not intend to provide for the creation of an agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.

10. TERMS OF THIS MOU: The term of this MOU shall commence on November 15, 2001 and shall continue until terminated by Board action.

Upon termination of this MOU, the Board shall determine the assets and liabilities of the Association; make every effort to satisfy all obligations within sixty (60) days of the termination of the MOU; and distribute the remaining fund balance equitably to each Party in proportion to each Party's funding contribution to the Association.

11. GENERAL PROVISIONS GOVERNING MOU:

11.1 **Invalidity of Any Term Not to Invalidate the Entire Memorandum:** In the event that any of the terms, covenants or conditions of this MOU or the application of

any such term, covenant or condition shall be held invalid as to any Party, person or circumstance by any court of competent jurisdiction, all other terms, covenants or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.

11.2 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on a Party to any person other than another Party.

11.3 **Good Faith:** Each Party should use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of the terms and provisions contained herein.

11.4 **Withdrawal or Termination of Membership:** Except in the event of the termination of this MOU pursuant to Section 10, a party who withdraws or terminates its membership in the Association shall not be entitled to a refund of its funding contributions. Any Party may terminate membership and withdraw from this Association upon thirty (30) days written notice of termination to the Association. If a Party withdraws from the Association when the Party is in arrears as to its funding contributions to the Association, that Party's entitlement to use any work product of the Association as provided for herein shall be determined by the Board.

11.5 **Amendment:** An amendment to this MOU must be approved by the affirmative vote of the Governing Bodies of two-thirds (2/3) of the Parties.

11.6 **Counterpart Execution:** This MOU may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.7 **Governance:** This MOU is made under and shall be governed by the laws of the State of California.

11.8 **Reasonable Delivery of Documents:** Each Party agrees upon request by the Chairperson or by the Board, to make, execute and deliver any and all documents reasonably required to implement this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the Party for whom he/she signs.

Signature Page

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk



Council Synopsis

53

March 1, 2016

From: Garner R. Reynolds, Acting Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$4,408 to 410-51-534.51184 "Municipal Services Office Remodel," \$2,204 to 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and \$2,204 to 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel," from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of data cables for the new office panel systems for Municipal Services approved on November 10, 2015

2. DISCUSSION OF ISSUE:

On November 10, 2015, the City Council approved the purchase and installation of Haworth panel systems and accessories for changes to workstations in the Municipal Services office. A data cabling contractor was hired through the informal bid process to install the existing data cables in the new office panel systems, and possibly install new cables as needed.

3. BASIS FOR RECOMMENDATION:

As approved, the funding for the project was going to come from currently budgeted money in the operating budgets. Because of the scope and cost, these costs should be capitalized. This action puts the funding for the remodel in the Capital Repair/Replacement portion of the respective funds.

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:

Budget Amendment: Appropriating \$4,408 to 410-51-534.51184 "Municipal Services Office Remodel", \$2,204 to 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel" and \$2,204 to 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel" from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of data cables for the new office panel systems for Municipal Services approved on November 10, 2015

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council may deny the funding. Staff does not recommend this as it should be properly accounted for in capital repair/replacement funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2016-
\$4,408 TO 410-51-534.51184 "MUNICIPAL	}	
SERVICES OFFICE REMODEL," \$2,204	}	
TO 420-52-551.48001_245 "TRANSFERS	}	
OUT-MUNICIPAL SERVICES OFFICE	}	
REMODEL," AND \$2,204 TO	}	
410-51-534.38001_245 "TRANSFERS	}	
IN-MUNICIPAL SERVICES OFFICE	}	
REMODEL," FROM FUND 410 "WATER	}	
QUALITY CONTROL-CAPITAL REPAIR/	}	
REPLACEMENT" AND FUND 420 "WATER	}	
ENTERPRISE-CAPITAL REPAIR	}	
/REPLACEMENT" RESERVE BALANCES	}	
FOR THE PURCHASE AND INSTALLATION	}	
OF DATA CABLES FOR THE NEW OFFICE	}	
PANEL SYSTEMS FOR MUNICIPAL	}	
SERVICES APPROVED ON	}	
<u>NOVEMBER 10, 2015</u>	}	

WHEREAS, on November 10, 2015 the City Council approved the purchase and installation of Haworth panel systems and accessories for changes to workstations in the Municipal Services office; and

WHEREAS, a data cabling contractor was needed to install the existing data cables in the new office panel system, and possibly install new cables as needed; and

WHEREAS, because of the scope and cost of the project, the costs should be capitalized.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate \$4,408 to 410-51-534.51184 "Municipal Services Office Remodel," \$2,204 to 420-52-551.48001_245 "Transfers Out-Municipal Services Office Remodel," and \$2,204 to 410-51-534.38001_245 "Transfers In-Municipal Services Office Remodel," from Fund 410 "Water Quality Control-Capital Repair/Replacement" and Fund 420 "Water Enterprise-Capital Repair/Replacement" reserve balances for the purchase and installation of data cables for the new office panel systems for Municipal Services approved on November 10, 2015

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

5K

March 1, 2016

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to Contract No. 13-013 with Trees, Inc., for additional tree trimming and maintenance services

2. DISCUSSION OF ISSUE:

On April 23, 2013 the City Council approved the contract with Trees, Inc. for tree trimming and maintenance services for Parks, Recreation and Public Facilities Maintenance Department. Due to the age and size of the trees over the years there is a need to increase the maintenance on the trees in the Buildings, Parks, Pedretti Sports Complex, and Storm Basin areas. See Exhibit A & B.

3. BASIS FOR RECOMMENDATION:

Authorize the City Manager or his designee to amend the current contract with Trees, Inc., in the amount not to exceed \$14,000 for Tree Maintenance Services.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

5. Actively manage all contracts for services.

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No additional fiscal impact as this is already budgeted in fiscal year 2015/16.

Currently budgeted at line numbers:

110-50-500.43077 Public Facilities Tree Trimming – Additional \$1,000

110-60-600.43077 Parks Tree Trimming – Additional \$1,000

205-60-604.43077 Pedretti Sports Complex Tree Trimming – Additional \$1,000

410-51-532.43077 Storm Basin Tree Trimming – Additional \$1,000

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may reject the amendment to the agreement. This alternative is not recommended; the City does not have available staff to perform the additional service and funds have been budgeted in the current budget for 2015/16.



**AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
TREES, INC.
CONTRACT NO. 13-013**

THIS AMENDMENT, dated March 1, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **TREES, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated April 23, 2013, whereby **CONTRACTOR** will perform tree trimming and maintenance services as required by the City (hereinafter the "Agreement").

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

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay **CONTRACTOR** additional compensation in the amount of Four Thousand and No/100^{ths} Dollars (\$4,000.00) in accordance with Exhibit A and Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Fourteen Thousand and No/100^{ths} Dollars (\$14,000.00). Such maximum amount shall be compensation for all of **CONTRACTOR**'s expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 6 of the Agreement is amended to read as follows:

"6. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning May 1, 2015, and ending April 30, 2016, subject to CITY's availability of funds."

OK for Agenda
pm

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

Ray Garcia, Public Maintenance Supervise
Parks, Recreation and Public Facilities Department
144 S. Broadway
Turlock, California 95380
Telephone: (209) 668-5599 Ext.
E-mail: rgarcia@turlock.ca.us

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

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

CITY OF TURLOCK, a municipal corporation

TREES, INC.

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

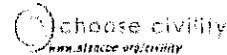
ATTEST:

By: _____
Kellie E. Weaver, City Clerk



ROY W. WASDEN
CITY MANAGER
rwasden@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION



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

ELECTION TO EXTEND AGREEMENT

June 26, 2015

Trees, Inc.
Attention: Joseph Carlos
650 N. Sam Houston Pkwy E, Suite 209
Houston, TX 77060

Re: Written Notice of Extension of Agreement
City Contract No. 13-013

Dear Mr. Carlos:

You are hereby notified that, in accordance with Paragraph 34 of the Agreement between the City of Turlock and Trees, Inc., dated April 13, 2013, expiring April 30, 2015, City Contract No. 13-013, the City of Turlock has elected to extend the term of the Agreement for one (1) additional year, resulting in a new expiration date of April 30, 2016. All other terms and conditions of the Agreement remain in full force and effect.

Please sign and return two copies of this letter to the address shown above. Thank you.

Sincerely,

ROY W. WASDEN
City Manager

Acknowledged by Trees, Inc.:		
	JOSEPH CARLOS	7-28-15
Signature	Printed Name	Date

*Purchasing
Cozy*



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
And
TREES, INC.
for
TREE TRIMMING AND MAINTENANCE SERVICES
CONTRACT NO. 13- 013

THIS AGREEMENT is made this 23rd day of April, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TREES, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for tree trimming and maintenance services as required for Parks, Recreation and Public Facilities Maintenance Division; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Schedule "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Ten Thousand and No/100th Dollars (\$10,000) for a period of twelve months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

5. **CONTRACTOR** agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

6. **TERM OF AGREEMENT**: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning May 1, 2013 and ending April 30, 2014, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

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

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

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

(f) **Verification of Coverage:** CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

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

responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

shall be the effective date of the notice.

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

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

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

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

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

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

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

16. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement,

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

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

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

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

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

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

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

22. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

28. **COMPLIANCE WITH LAWS:** CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

34. **NOTICE:** Any and all notices permitted or required to be given hereunder shall be

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

for CONTRACTOR: **TREES, INC.**
ATTENTION: WILLIAM MILLS
650 N. SAM HOUSTON PKWY E, SUITE 209
HOUSTON, TX 77060
PHONE: (281) 447-1327 EXT. 230
FAX: (281) 260-0728
EMAIL: WMILLS@TREESINC.COM

for CITY: **CITY OF TURLOCK**
ATTN: RAY GARCIA
PARKS, RECREATION & PUBLIC FACILITIES DIVISION
144 BROADWAY
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5599 Ext. 4458
FAX: (209) 668-5619

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional 1 year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: Roy W. Wasden
Roy W. Wasden, City Manager

Date: 4/26/13

APPROVED AS TO FORM:

By: Phaedra A. Norton
Phaedra A. Norton, City Attorney

ATTEST:

By: Kellie Weaver
Kellie Weaver, MMC, City Clerk

TREES, INC.

By: William Mills

Title: SVP

Print name: William Mills

Date: 4/10/13

SCHEDULE "A"
REQUIRED CREW COMPLEMENT AND HOURLY RATE

NUMBER OF CREWS	CREW TYPE	CREW DESCRIPTION	HOURLY RATE PER CREW						COMMENTS
			1-1-15 TO 12-31-15		1-1-16 TO 12-31-16				
			REG	OT 1	OT II	REG	OT 1	OT II	
*7	A	1 - Working Foreman 1 - Line Clearance Tree Trimmer 1 - 50' Aerial Lift Dump Truck 1 - Trailer Mounted Chipper 1 - Hydraulic Stick Pruner 1 - Hydraulic Stick Saw 1 - Gasoline Powered Chain Saw with 12" or 14" Bar 1 - Lot - Incidental Hand, Rigging & Climbing Tools	93.00	125.74	159.19	95.11	130.99	165.33	
1	C	1 - Working Foreman 2 - Line Clearance Tree Trimmers 1 - Groundsman 1 - Dump Truck with Chipper 3 - Gasoline Powered Chain Saw with 12" or 14" Bar 1 - Lot - Incidental Hand, Rigging & Climbing Tools	150.93	211.94	273.06	155.92	220.14	284.36	
1	S	1 - Supervisor 1 - Pickup Truck with Vehicle Mounted Telephone 1 - Gasoline Powered Chain Saw with 24" Bar	43.41	59.03	74.06	44.46	60.55	76.13	

* Quote per crew

SCHEDULE "A"

REQUIRED CREW COMPLEMENT AND HOURLY RATE

NUMBER OF CREWS	CREW TYPE	CREW DESCRIPTION	HOURLY RATE PER CREW						COMMENTS
			1-1-13 TO 12-31-13			1-1-14 TO 12-31-14			
			REG	OT 1	OT II	REG	OT 1	OT II	
* 7	A	1 - Working Foreman 1 - Line Clearance Tree Trimmer 1 - 50' Aerial Lift Dump Truck 1 - Trailer Mounted Chipper 1 - Hydraulic Stick Pruner 1 - Hydraulic Stick Saw 1 - Gasoline Powered Chain Saw with 12" or 14" Bar 1 - Lot - Incidental Hand, Rigging & Climbing Tools	\$6.37	117.64	118.90	84.51	122.16	154.81	
	C	1 - Working Foreman 2 - Line Clearance Tree Trimmers 1 - Groundsman 1 - Dump Truck with Chipper 3 - Gasoline Powered Chain Saw with 12" or 14" Bar 1 - Lot - Incidental Hand, Rigging & Climbing Tools	140.02	177.94	254.46	115.75	205.14	205.24	
1	S	1 - Supervisor 1 - Pickup Truck with Vehicle Mounted Telephone 1 - Gasoline Powered Chain Saw with 24" Bar	41.39	56.13	70.86	42.37	57.54	72.70	

* Quote per crew

EXHIBIT "B"
SCOPE OF WORK
CONTRACT NO. 13-013

A. SCOPE OF WORK

1. **Overview** - Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide tree pruning and/or removal services as required by the City. The City's requirements are as follows: (1) routine pruning of selected street trees, park trees and trees located on public property or in the public right of way as required by the Public Facilities Maintenance Division.
2. **Pruning Standards** - Pruning standards for trees listed shall be in accordance with the American National Standards Institute Tree Maintenance Standard A300 (2001) and the International Society of Arboriculture Tree-Pruning Guidelines (1995). No pruning shall involve more than 25% of bulk material removed from the trees, and tip fining will be the requirement for the majority of trees in this contract. Work shall also include the repairs and/or replacement of existing improvements affected by the work to their original condition and the necessary "cleanup" to restore the work site(s) to a satisfactory condition. All work shall be done in compliance with the standards, objectives and practices as described in section B (Pruning Requirements).
3. **Unit Routine Maintenance Work; Location of Work** – Contractor shall perform tree trimming work at assigned locations within the City of Turlock City limits. The City shall deemed the "Routine Maintenance Work" area, and all trees trimming work performed in such areas shall be performed on a "Unit Routine Maintenance Work" basis, and charged at Firm Unit Prices. In the event that the City directs the Contractor to perform work other than as planned and agreed in advance by the City, the Contractor shall charge, and the City shall pay, for such work on a Time and Material basis in accordance to Paragraph C of Rates, attached as Schedule A to the Agreement.
4. **Days and Hour of Work** – Contractor crew type A, C, and S, shall perform regular tree trimming work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of suspension defined in the Agreement.

Contractor's supervisor (crew type S) shall perform regular supervisory work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of suspension defined in the Agreement.

Contractor's crews shall not perform regular tree trimming work on City holidays:

- a) New Year's Day, January 1
- b) Martin Luther King Birthday, Third Monday in January
- c) President's Day
- d) Memorial Day, Last Monday in May
- e) Independence Day, July 4
- f) Labor Day, First Monday in September
- g) Veteran's Day, November 11
- h) Thanksgiving Day

- i) Day after Thanksgiving
- j) Christmas Day

Contractor shall receive no holiday compensation from City.

Regular hours of work shall start at 7:00 a.m. or 7:30 a.m. (Pacific Time) as determined by City's Representative in order to coordinate with Department Representative's work hours. All work requested and authorized by City's Representative and performed by Contractor outside of regular days and hours of work defined herein shall be overtime work.

5. **Crews** – Contractor crew shall consist of the personnel, equipment, and tools described herein. Contractor shall not perform tree trimming work with any crew that is missing any personnel, equipment, or tool component described herein. Contractor may substitute upgraded personnel, equipment or tools on any crew provided such substitution is approved by City's Representative. Contractor shall receive no additional compensation for such substitution.

(a) **Crew Type A**

- 1 – Working Foreman
- 1 – Certified Line Clearance Tree Trimmer
- 1 – 50' Aerial Lift Dump Truck
- 1 – Trailer Mounted Chipper
- 1 – Hydraulic Stick Pruner
- 1 – Hydraulic Stick Saw
- 1 – Gasoline Powered Chain Saw with 12" or 14" Bar
- 1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(b) **Crew Type C**

- 1 – Working Foreman
- 2 – Line Clearance Tree Trimmers + 1 Grounds man
- 1 – Dump Truck with Chipper
- 3 – Gasoline Powered Chain Saws with 12" or 14" bar
- 1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(c) **Crew Type S**

- 1 – Supervisor
- 1 – Pickup Truck with Vehicle Mounted Telephone
- 1 – Gasoline Powered Chain Saw with 24" Bar
- 1 – Trailer Mounted Light Traffic Control Sign

B. PRUNING REQUIREMENTS

1. **Safety Standards:**

- a) American National Standard Institute publication – Z133.1-2000, hereinafter referred to as "ANSI-Z133.1-2000", incorporated by this reference, shall be made a part of and included in the specifications as the safety requirements. In addition to meeting qualified tree worker's qualifications, all employee and equipment worked within ten-foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line-clearance tree trimmer trainees using approved tools and equipment.

- b) Contractor shall, prior to commencing work, provide to the City documented proof that its employees have participated in an appropriate training program and copies of certifications that its equipment and tools have passed Dielectric Tests.
 - c) All incidental power and hand tools shall have passed Dielectric Tests; where required.
 - d) Contractor shall adhere strictly to all OSHA safety requirements.
2. **General Tree Maintenance Standards** – The general ISA pruning guidelines shall be followed during all types of pruning assignments.
- a. **References** – The following references shall be included as authoritative references; and unless explicitly addressed in these specifications, pruning techniques shall be consistent with these references:
 - 1) *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 3rd Edition, R.W. Harris, James R. Clark, Nelda Matheny, 1999.
 - 2) *ANSI A300. Standard Practices for Tree, Shrub and Other Woody Plant Maintenance*, American National Standards Institute, Washington D.C., 2001.
 - 3) *Tree Pruning Guidelines*, International Society of Arboriculture, Savoy, IL, 1995
 - 4) *Tree Pruning: A Worldwide Photo Guide*, A.L. Shigo, Durham NH, 1989.
 - b. **General Pruning Objectives** – The primary objective of street tree pruning in the City of Turlock is structural integrity and public safety. Where identifiable, tree hazards are mitigated to reduce risk to the public. Following are the primary objectives of pruning trees.
 - 1) ***Crown Cleaning*** – *The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches from a tree's crown.* Crown cleaning shall be performed on all City trees specified. This procedure is specifically intended to remove hazardous or potentially hazardous limbs. It is not intended as thinning or "opening up" a tree's canopy.
 - 2) ***Crown Raising*** – *The raising of lower branches of a tree to provide clearance for vehicles, pedestrians, signage or traffic signals.* All trees shall be evaluated for crown rising. This is one of the primary functions of City tree pruning. The ideal canopy shall allow for a least ½ of the tree's foliage in the lower 2/3 of the tree's height as measured from the soil line to the top of the tree's canopy. **The standard in Turlock is to allow a minimum street clearance of sixteen (16) feet but not more than twenty (20) feet, between the lowest limb or foliage of such trees and the public street and sidewalk clearance of seven (7) feet but not more than 10 (ten) feet between the lowest limb or foliage and the public sidewalk.** For trees less than 30 feet tall, temporary scaffold branches below the 16-foot or 7-foot height standard shall remain on the tree—especially in areas where such removal either puts less than ½ the foliage in the lower 2/3 of

the tree or removes more than 25% of the leaf area or both. Such branches can be headed back to provide vehicular or pedestrian clearance, as necessary.

- 3) **Crown Thinning** – *Selective removal of branches to increase light penetration and air movement through the tree and reduce the overall weight of scaffold branches.* Thinning shall remove entire primary, secondary or tertiary lateral branches back to their points of origin. Crown thinning shall be limited to weight reduction—especially for *Pistacia Chinensis* street trees. City-owned trees **shall not** be thinned to expose the scaffold branches. "Lion Tailing," or the stripping of interior foliage, is not permitted. Interior foliage shall remain in the tree but may be headed back to reduce total branch weight, if necessary.
- 4) **Crown Reduction** – *Thin out or head back branches of a tree to reduce the tree's size in either height or spread or both.* All *Liquidambar* trees shall be considered for crown reduction pruning—especially very large trees (greater than 30 feet) where co-dominant laterals have not been reduced. Long scaffold branches with little taper and excessive end weight shall be reduced in length. Larger *Pistacia Chinese* and *Magnolia grand flora* trees shall be considered for crown reduction if they extend over residential structures. Severe crown reduction that requires removal of very large limbs, i.e. greater than 6 inches in diameter, shall require written authorization by the Parks, Recreation and Public Facilities Manager.

c. **General Pruning Objectives**

- 1) **Reasons for Pruning** – All pruning of all trees shall be done for a specific reason. Pruning shall include Crown Cleaning for all trees, Crown Raising for all trees to meet the clearance standards, and Crown Reduction for those species where branch length and weight present a potential structural problem for a specific tree. Crown thinning, aesthetic or sculptural pruning shall not be performed on any tree except as specifically directed by the Public Facilities Maintenance Supervisor.
- 2) **Precut / undercut** – All limbs one inch in diameter (size of quarter) or over shall be precut on the underside of the limb to prevent splitting or ripping of bark. The final cut shall be from the top and distal to the undercut.
- 3) **Rope Lowering of Limbs** – All branches that cannot be dropped safely or controlled by hand shall be lowered to the ground by using a proper rope procedure. All limbs, which may damage structures, utilities, or landscaping beneath tree, shall be safely lowered by rope.
- 4) **Painting / Wound Dressing** – Pruning cuts shall not be coated with paint or wound dressing compound.
- 5) **Final Pruning Cuts** – Final pruning cuts shall be made without leaving a stub and in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, that the cut be just outside the branch-bark ridge, and that the cambial tissue at the edge of the cut is alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut, shall be avoided.

d. **Tree Maintenance Definitions**

- 1) ***Branch Bark Ridge*** – Raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.
- 2) ***Callus*** – New growth made by the cambium layer around wounds.
- 3) ***Cambium Layer*** – Growing point between the bark and sapwood (xylem).
- 4) ***Crown/Canopy*** – The upper portion of the tree that contains the tree foliage (leaves) – excludes basal suckers or sprouts.
- 5) ***Cut*** – Exposed wood area that remains after the branch or branch part has been removed.
- 6) ***Drop Crotch*** – Older terminology that conveyed severe crown reduction by removal of major branches, typically lowering the height of the tree. This process usually eliminates the natural structure of the tree by removing the leader to major scaffold branch.
- 7) ***Dormant*** – A condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.
- 8) ***Heading/Cut*** – The cutting of branch or stem back to a stub, small branch or bud that is too small to take over the terminal role.
- 9) ***Lateral Branch*** – A branch or sub-branch of a tree that arises from the trunk or scaffold branches.
- 10) ***Rising*** – The removal of lower branches for clearance between the ground and canopy of the tree.
- 11) ***Parent Stem*** – The main trunk system of the tree. This includes the single or multiple trunks of a single tree.
- 12) ***Precut or Precutting*** – The removal of a branch at least six inches beyond the finished cut to prevent splitting into parent stem or branch.
- 13) ***Sap Flow*** – The course assumed by sap in its movement through a tree.
- 14) ***Scaffold Branch(s)*** – The main (primary) branches that arise for the trunk(s) of the tree that form the basic structure (architecture) of the tree.
- 15) ***Scars*** – Natural or man-made lesions of the bark in which wood is exposed.
- 16) ***Suckers*** – Abnormal growth of small branches usually not following the general pattern of the tree.
- 17) ***Terminal Role*** – A branch or main stem (trunk) that is the growing terminal point or points of the tree. Typically, the terminal branch will direct new growth throughout the end or terminal buds of the branch.

- 18) **Thinning/Cut** – The removal of a branch in its entirety back to its point of origin or to the branch or stem from which it arises. Typically, thinning cuts allow a tree to redistribute the growth throughout the remaining branch(s) of the tree. This is in contrast to a heading cut that shortens a branch to a point that does not allow the tree to redistribute the growth, consequently forcing vigorous, usually vertical growth at the end of the headed branch.
- 19) **Tracing** – Cutting of the bark along the lines of sap flow of a wound to remove loose bark and to encourage healing around the wound area.
- 20) **Topping** – The indiscriminate removal of a tree's trunk and main branches back to stubs or small branches to primarily reduce the height of a tree.
- 21) **Waterspouts** – A shoot arising from a latent, adventitious bud that has sprouted along a branch in response to a stimulus.

3. Pruning Requirements

- a. All cuts shall be made sufficiently close to the parent stem so that sealing can readily start under normal environmental conditions but not as close to cut below the branch bark ridge.
- b. All limbs greater than one inch in diameter (size of a quarter) shall be precut to prevent splitting. All branches 3-1/2 inches in diameter or larger shall be lowered to the ground using the proper ropes.
- c. When working on a diseased tree where there is a danger of transmitting the disease to healthy trees, tools shall be disinfected with alcohol after each cut and between trees.
- d. On scars or wounds where callus growth is not already established, trace the scars or wounds to firm cambium tissue unless other treatment is designated by the Public Facilities Maintenance Supervisor.
- e. All girdling roots visible to the eye shall be reported to the Public Facilities Maintenance Supervisor.
- f. Any structural weakness, decayed trunk or branches, split crotches, and/or branches or heavy limbs with potential for failure shall be immediately reported to the Public Facilities Maintenance Supervisor who will determine the course of action.
- g. When making crown reductions, shorten branches or leader to the lateral that is at least one-half the diameter of the branch being removed. Cuts to laterals that are less than one-half the diameter of the branch being removed shall be at the direction and approval of the Public Facilities Maintenance Supervisor.
- h. In reducing a tree's overall size, attention shall be given to symmetrical appearance. The tree's form should conform to the habit and character of the species.

- i. On thin bark trees, such as magnolia, avoid removing foliage that exposes inner bark to the sun. Where trees have foliage or short shoots along a branch, especially in response to previous exposure to sunlight, leave foliage on the tree. Where waterspouts are greater than twelve inches long, they should be headed back to twelve inches rather than removed.
- j. Contractor's employees shall not use climbing spurs when climbing any street tree. Pruners/climbers shall always use rope and saddle when entering and working in a tree.
- k. Unless heading cuts are required, pruning cuts should be made so that the diameter of any remaining branch at the point of attachment is one-half or less in diameter than the branch from which it arises.
- l. In general, the reduction in the size of a tree should not remove more than one-fourth of the total foliage area in a single year.

C. RATES

Rates for services shall be:

Labor Rates from 1/1/2013 to 12/31/2013

Hourly Crew type A Labor straight time:	\$86.37 per hour
Hourly Crew type A Overtime rate over 8 hours:	\$117.64 per hour
Hourly Crew type A Double time rate:	\$148.70 per hour
Hourly Crew type C Labor straight time:	\$140.02 per hour
Hourly Crew type C Overtime rate over 8 hours:	\$197.24 per hour
Hourly Crew type C Double time rate:	\$254.46 per hour
Hourly Crew type S Labor straight time:	\$41.39 per hour
Hourly Crew type S Overtime rate over 8 hours:	\$56.13 per hour
Hourly Crew type S Double time rate:	\$70.86 per hour
Unit (tree) price for Calendar Year 2013	\$64.69 per unit

Labor Rates from 1/1/2014 to 12/31/2014

Hourly Crew type A Labor straight time:	\$89.51 per hour
Hourly Crew type A Overtime rate over 8 hours:	\$122.16 per hour
Hourly Crew type A Double time rate:	\$154.81 per hour
Hourly Crew type C Labor straight time:	\$145.75 per hour
Hourly Crew type C Overtime rate over 8 hours:	\$205.49 per hour
Hourly Crew type C Double time rate:	\$265.24 per hour
Hourly Crew type S Labor straight time:	\$42.37 per hour
Hourly Crew type S Overtime rate over 8 hours:	\$57.54 per hour
Hourly Crew type S Double time rate:	\$72.70 per hour

Unit (tree) price for Calendar Year 2014 \$67.05 per unit

Labor Rates from 1/1/2015 to 12/31/2015

Hourly Crew type A Labor straight time:	\$92.00 per hour
Hourly Crew type A Overtime rate over 8 hours:	\$125.74 per hour
Hourly Crew type A Double time rate:	\$159.49 per hour
Hourly Crew type C Labor straight time:	\$150.23 per hour
Hourly Crew type C Overtime rate over 8 hours:	\$211.94 per hour
Hourly Crew type C Double time rate:	\$273.66 per hour
Hourly Crew type S Labor straight time:	\$43.41 per hour
Hourly Crew type S Overtime rate over 8 hours:	\$59.03 per hour
Hourly Crew type S Double time rate:	\$74.66 per hour
Unit (tree) price for Calendar Year 2015	\$68.94 per unit

Labor Rates from 1/1/2016 to 6/30/2016

Hourly Crew type A Labor straight time:	\$ 95.11 per hour
Hourly Crew type A Overtime rate over 8 hours:	\$130.22 per hour
Hourly Crew type A Double time rate:	\$165.33 per hour
Hourly Crew type C Labor straight time:	\$155.92 per hour
Hourly Crew type C Overtime rate over 8 hours:	\$220.14 per hour
Hourly Crew type C Double time rate:	\$284.36 per hour
Hourly Crew type S Labor straight time:	\$44.46 per hour
Hourly Crew type S Overtime rate over 8 hours:	\$60.55 per hour
Hourly Crew type S Double time rate:	\$76.63 per hour
Unit (tree) price for Calendar Year 2016	\$71.29 per unit

Parts and supplies: At cost

The City neither implies nor guarantees a specific level of usage, if any, under this Agreement. Rates shall remain firm for the entire contract period.

D. CONTRACTOR REQUIREMENTS

1. **Examination of Site** – The successful Contractor shall be responsible for examining each job site and comparing it with all specifications and contract documents and for having satisfied itself as to the conditions under which the work is to be performed before entering into this contract. Further, no allowance shall subsequently be made on behalf of the Contractor on account of an error, negligence or failure to acquaint itself with the conditions of each site or of the streets or roads approaching each site.
2. **Quantities** – The tree quantities listed in these specifications are estimates only and being given to form a basis for the comparison of bids. The City does not guarantee that the actual amount of work will correspond to the work described in these specifications, but

reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portion of the work that may be deemed necessary by the Supervisor of Trees and Landscape.

3. **On-Site Staffing Requirements** – There shall be a minimum of one contractor-employed certified Arborist supervising the work and a minimum of one certified tree worker on the job at all times.
4. **Personnel** – Contractor shall utilize only qualified, certified, experienced, and trained personnel to perform tree trimming work. Contractor shall comply with all requirements of federal, state, and local rules, regulations and laws that apply to the work. Contractor shall, at its own expense, provide proper training to ensure that its personnel are certified, trained, and updated in all applicable tree trimming and associated work procedures. Contractor shall have a CAL/OSHA approved training program and an ongoing Multimedia First Aid Program, Cardio-Pulmonary Resuscitation Program, a monthly safety program, and documentation showing all its personnel have successfully passed the required tests and are currently certified. Contractor shall provide the training documentation for review upon request of City's Representative. Contractor shall provide to the City certification for each employee performing work under this Agreement that such employee is a qualified tree trimmer. Contractor must have staff Arborists and tree workers certified by the Western Chapter of the International Society of Arboriculture.
 - a. Supervisor shall have a minimum of five (5) years performing duties of a foreman, and one (1) year performing the duties of a Certified Line Clearance Tree Trimmer.
 - b. Working Foreman shall have a minimum of one (1) year performing the duties of a Line Clearance Trimmer.
 - c. Certified Line Clearance Tree Trimmer shall be familiar through related training and one and one-half (1-1/2) continuous years of on-the-job experience, with the hazards in line clearance. He or she shall have demonstrated performance of the special techniques involved, including at least one (1) year of experience operating an aerial lift in proximity to high voltage line.
 - d. Qualified Tree Worker shall be familiar, through related training and on-the-job experience, with the techniques and hazards of tree maintenance, removal, and the equipment used in the specific operations involved.
5. **Notification and Relations with Property Owners**
 - a. **Notification** – When applicable, Contractor shall notify all affected residents by hanging a completed door tag on the doors of the affected homes at least forty-eight (48) hours in advance of all work being done on their frontage to arrange for removal of vehicles from the work area. Additionally, "No Parking" signs shall be posted on the street forty-eight (48) hours in advance, if necessary. Property owners shall be provided access to their property over both walkways and driveways at all times. Contractor shall provide all necessary bridges or ramps and/or construct work in stages to allow access. All costs involved in providing access shall be included in the amount bid for the various bid items, and no additional compensation will be allowed. The City shall furnish door tags and "No Parking" signs.

- b. **Complaints** – Should complaints occur; the Public Facilities Maintenance Supervisor or his designee may require Contractor to delay pruning until the complaint is resolved by the City. Further, the City shall not be liable to Contractor for any additional delay caused by the need to resolve any such dispute. If objection to the pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and attempt, to the best of Contractor's abilities, to resolve the dispute. If Contractor cannot promptly resolve the complaint, Contractor shall immediately notify the Public Facilities Maintenance Supervisor or His designee. Work shall not resume on the disputed tree or trees until City settles complaint.
 - c. **Delays** – Contractor shall assume that delays will occur while the City attempts to resolve citizen complaints and shall be prepared to move on to the next scheduled tree work.
 - d. **Public Relations** – Contractor shall be aware that he/she is an integral part of a continuing City service to which the citizens are accustomed. All public contact shall be courteous, congenial, and informational only. Discourtesy will NOT BE TOLERATED.
6. **Protection of Property** – Contractor shall maintain the work site in as clean and debris-free condition as is feasible. Contractor shall not pile debris or equipment, or otherwise trespass on private property, unless it has obtained specific permission from the property owner. Contractor shall take reasonable precautions to cause the least possible damage to existing improvements and landscaping in the work area on both public and private property.
7. **Disposals and Cleanup**
- a. At the end of each day or any time tree pruning is suspended at a given location, Contractor shall remove all equipment, debris, or any other obstructions from the roadway and public right-of-way to assure the roadway is open and clear for use by public traffic.
 - b. All tree trimming and debris resulting from tree care work shall be promptly removed from the work site and properly disposed of at Contractor's expense, except for usable wood chips as listed below (Item "e").
 - c. As a disease prevention measure, all wood trimmings or wood chips from diseased trees shall be properly disposed of at the refuse disposal site.
 - d. Contractor shall observe the following wood disposal policy of the City. Usable wood shall be cut into lengths manageable by one person except when tree trunk sizes make it impractical to do so. Contractor shall not leave cut wood unless the property owner or owners have specifically requested it.
 - 1. Owner of property on which a tree is growing shall have first choice over any usable wood collected from such trees.
 - 2. Any City resident who requests usable wood at time of cutting shall have the second choice of such wood.

- e. Usable wood chips will be delivered at a specific job site as directed by City Staff.
 - f. Upon completion of tree pruning or other tree care work, the area shall be cleaned to a condition at least equal to that, which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from this operation shall receive corrective treatment.
 - g. All costs for disposal and cleanup shall be included in bid pricing, and no additional special compensation will be allowed.
8. **Dust and Noise Control** – Contractor shall provide a relatively "dust free" project. The work areas shall be sprinkled as often as necessary to alleviate or prevent dust nuisance. A dust palliative may be used as an alternate to water at Contractor's option.

No separate payment will be made for any work performed or material used to control dust caused by Contractor's performance of the work, either inside or outside the right of way. All costs for dust control shall be included in bid pricing, and no additional special compensation will be allowed.

Equipment shall be operated in a manner, which will minimize offensive noise. When tree trimmings have been chipped, chipper shall be moved as close as practical to the next tree or trees to be pruned. Chippers shall not be operated in one location for extended periods of time.

9. **Equipment** – All tools shall be clean, sharp and in proper working order and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition at all times, well maintained, and operated in compliance with all applicable laws and regulations.
10. **Public Convenience and Safety** – Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect and maintain sufficient warning and directional signs as well as barricades and lights and shall furnish sufficient flagmen to give adequate warning to the public at any time dangerous conditions exist due to tree work. Contractor shall obtain approval from the City Traffic Engineer for any detours required in connection with the work.

In general, for minor streets, at least one traffic lane shall be maintained open in each direction. However, if only one lane is open, a flagman must be present. For major streets, the City Traffic Engineer shall approve proposed traffic control before the work is started. However, in general, at least one traffic lane in each direction shall be kept open; and the moving lanes shall not be closed during the morning and evening peak traffic periods. Contractor is alerted to the high volumes of traffic on some streets, which are part of this contract. Contractor shall perform all work in compliance with these specifications, OSHA requirements, and State of California Safety Regulations. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vehicle will not be driven onto the area to be maintained unless materials are too heavy for a person to carry to the area. The Contractor acknowledges that the City is relying on the Contractor to ensure such compliance. All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.

- 11. Existing Utilities** – It is the Contractor's responsibility to verify the location of all existing utilities, including P.G. & E., P.T.&T., California Water Service, Tele-Communications (cable television), and Air Products (nitrogen gas line). Contractor shall coordinate the work with the respective utility companies. Contractor is required to call Underground Service Alert (USA Center at (800) 642-2444, forty eight (48) hours in advance of any excavation activity, so that all existing underground facilities can be located and marked.
- 12. Water** – All costs and expenses for water used on the project shall be included in the applicable items on the Bid Pages, and no extra compensation shall be paid to the Contractor for water. You must obtain a Hydrant Permit for the purchase of potable water from the City of Turlock Municipal Services (City Hall) at 156 S. Broadway, Ste 270 or call (209) 668-5590 or (209) 668-5599 Ext. 4404.
- 13. Coordination of Work** – Contractor shall coordinate all tree care work activity with the Public Facilities Maintenance Supervisor, or his designee. Contractor's designated representative and the City's representative together shall exercise control of the contracted work. If necessary, the City Traffic Engineer will also issue special instructions, depending on circumstances. Contractor shall establish a uniform time schedule for the performance of routine tree work and shall ensure compliance with specified hours of work or special tree care requirements included in these specifications. Following contract award, the Public Maintenance Supervisor, or his designee, shall schedule a pre-work conference with the following in attendance:
- a. City Traffic Engineer or his designee
 - b. Contractor's Representative
 - c. City Public Facilities Maintenance Supervisor
- All cost of coordinating work with utility companies, other contractors, and City crews shall be included in bid pricing; and no additional special compensation will be allowed.
- 14. Inspections** – Contractor shall notify the City Public Facilities Maintenance Supervisor, or his designee, twenty-four (24) hours in advance of "Move-on". Daily work inspections by the City shall be conducted during normal working hours, and designated City staff shall have access at all times to the work being performed. Contractor shall maintain full knowledge with respect to the progress and quality of the work being performed. Should any inspection report indicate failure to satisfactorily maintain and execute the work, Contractor shall immediately rework the area as directed by the Public Facilities Maintenance Supervisor, his designee at no cost to the City.
- 15. Authority** – The Public Facilities Maintenance Supervisor or his designee shall decide any and all questions about the quality or acceptability of work performed and about the manner of performance and/or rate of progress of the work. This includes questions about specification interpretation and Contractor's fulfillment of contract requirements.
- 16. Deviations** – Deviations from these specifications, if required by unforeseen events, will be mutually determined in all cases by the Public Facilities Maintenance Supervisor or his designee and Contractor.
- 17. Temporary Suspension of Work** – The Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the work wholly or in part, for as much time as deemed necessary, due to unsuitable weather or any other condition considered

unfavorable for suitable execution of the work.

18. **Suspension of Contract** – If, in the opinion of the Parks, Recreation and Public Facilities Manager, or his designee, Contractor has failed to supply an adequate workforce or equipment or has failed to execute the work with due diligence as required under the terms of the contract, written notice shall be provided to Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with the contract, within the time specified, the Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the operation of Contractor and commence termination of the contract.
19. **Quality of Work** – All unsatisfactory work shall be remedied at no additional cost to the City and in a manner acceptable to the Public Facilities Maintenance Supervisor, his designee, or his designee. Any work performed outside requirements of these specifications or any extra work done without written authority from the City will be considered unauthorized and not eligible for remuneration. Upon Contractor's failure to comply with specifications or City directives, the City reserves the right to remedy the unsatisfactory work by using City employees or those of another contractor and to deduct the cost thereof from any monies due, or to become due the Contractor.
20. **Superintendence** – Contractor must provide for adequate supervision of its employees and inspection of all work performed to insure that each requirement of these specifications is consistently met. A fully-qualified supervisor representing Contractor shall be readily available to meet with the Public Facilities Maintenance Supervisor or his designee, as needed, for the purpose of correcting problems, resolving conflicts and complaints, reviewing work schedules, and complying with personnel and equipment requirements.
21. **Character of Workers** – Contractor agrees to remove from service any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, insubordinate, dangerous, disruptive, or otherwise objectionable. Contractor shall in NO way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall prohibit the use of alcoholic beverages or drugs of any nature, except those for medical purposes, by drivers and crewmembers. Employees shall be properly and neatly clothed and shall behave in an efficient manner. It shall be Contractor's responsibility to communicate with its employees and make them aware of all City requirements as set forth in these specifications.
22. **Final Acceptance** – Contractor shall provide written notice to the City that the work is ready for final inspection and acceptance. Notice shall communicate to the Public Facilities Maintenance Supervisor that the Contractor has carefully inspected all portions of the work, that all specifications have been reviewed in detail and that all conditions of the contract have been fulfilled.

E. PREVAILING WAGE PROVISIONS

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Information on the prevailing rate of per diem wages is available by calling the State of California Labor Market information (LMI) at 415-703-4780 or on the internet at www.dir.ca.gov/DLSR (Refer to section 5.03 of the General Provision, August 2007 edition, for further information).



Council Synopsis

March 1, 2016

From: Robert A. Jackson, Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of \$100,000 in Fiscal Year 2015-16; and Appropriating unexpended 2014-15 revenues in the amount of \$106,283 to also be used on matching funds for 2015 COPS grant

2. DISCUSSION OF ISSUE:

The Citizen's Option for Public Safety (COPS) program was originally adopted in AB322 in 1996 with funding from the State general fund. COPS provides funding for front-line law enforcement, county jails, district attorneys for prosecution, and local juvenile justice programs.

State COPS funding is allocated by the State Controller to counties for deposit by the county auditor in a Supplemental Law Enforcement Services Account (SLESF) established in each county. The county auditor is required to allocate the monies in the county's SLESA within thirty (30) days of the receipt of those monies from the State Controller.

As part of the 2011 realignment of various public safety programs from the state to local government, the Legislature approved the Local Law Enforcement Services Act (AB118) and shifted all remaining motor vehicle license fee (MVLFF) revenue that was previously allocated to cities to pay for various local law enforcement grant programs including the COPS/SLESA programs (SB89). These law enforcement grants had previously been funded from the State general fund.

Front line law enforcement funds are allocated to cities, counties, and five police protection districts on a population basis. County allocations under this program are for services to unincorporated areas and county allocations are based on unincorporated area populations. In FY2000-2001, the law was amended to

provide a minimum front line law enforcement allocation of \$100,000 to any local agency receiving funding under the program.

Funds from the COPS program must be used exclusively to fund front line municipal police services, "in accordance with written requests submitted by the Chief of Police...or the Chief Administrator of the law enforcement agency that provides police services for (the) city." For counties, the Board of Supervisors must appropriate the funds in response to written requests submitted by the County Sheriff and the District Attorney. The requests must identify the needs to be addressed and must specify the personnel, equipment, and programs that are necessary to meet those needs.

These monies must supplement existing services, and may not be used to supplant any existing funding for law enforcement services. Administrative overhead costs charged to SLESA funding may not exceed 0.5 percent of the total allocation. SLESA funds must be expended or encumbered no later than June 30 of the fiscal year following receipt or be forfeited to the County Enhancing Law Enforcement Activities Subaccount for reallocation to other law enforcement grants pursuant to law.

SB1023 (2012) removed various reporting and public hearing requirements for cities and counties expending SLESA monies and removed the requirement for each county to have a Supplemental Law Enforcement Oversight Committee (SLEOC) to determine whether the recipient entities have expended monies received from the SLESA appropriately.

3. BASIS FOR RECOMMENDATION:

Government Code Section 30061(b)(3) guarantees that the Turlock Police Department will receive a minimum of \$100,000 during FY2015-16.

The spending plan includes the following recommended expenditures:

- Minimum of \$100,000 to supplement matching funds requirement for the 2015 COPS Hiring Grant.

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:

While Staff does not know the exact dollar amount that will be received during 2015-16, we anticipated the minimum of \$100,000 plus any accrued interest would be received in fiscal year 2015-16 and budgeted these amounts to be used local matching funds for the COPS police staffing grant.. In addition to the 2015-16 allocation, there is \$106,283 in SLESF monies received in 2014-15 that was not expended as of 6-30-2015. Staff requests the appropriation of these unexpended funds to be used as local matching funds for the 2015 COPS grant.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could direct an alternative spending plan.

B. Council could reject the SLESF funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
SUPPLEMENTAL LAW ENFORCEMENT }
SERVICES FUND (SLESF) GRANT MONIES }
FROM THE STATE OF CALIFORNIA }
CITIZEN'S OPTION FOR PUBLIC SAFETY }
(COPS) PROGRAM PROJECTED TO BE A }
MINIMUM OF \$100,000 IN FISCAL YEAR }
2015-16; AND APPROPRIATING }
UNEXPENDED 2014-15 REVENUES IN }
THE AMOUNT OF \$106,283 TO ALSO BE }
USED ON MATCHING FUNDS FOR 2015 }
COPS GRANT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the State Legislature annually appropriates Supplemental Law Enforcement Services Funds (SLESF) pursuant to California Government Code Section 30061; and

WHEREAS, a public hearing was held and a spending plan was presented to the Turlock City Council for consideration; and

WHEREAS, the Turlock Police Department specifies a need and makes a request for the supplemental funds to meet the needs of assisting front line law enforcement services; and

WHEREAS, the SLESF funds will be utilized by Turlock Police to supplement but not to supplant existing law enforcement funding; and

WHEREAS, each fiscal year Turlock Police is guaranteed a minimum of \$100,000 in SLESF revenue pursuant to California Government Code Section 30061(b)(3) and this amount was included in the 2015-16 budget to be used as local matching funds for the COPS police staffing grant; and

WHEREAS, .Staff requests the appropriation of \$106,283 in 2014-15 unexpended SLESF monies to also be used as local matching funds for the COPS grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of \$100,000 in Fiscal Year 2015-16; and Appropriates unexpended 2014-15 revenues in the amount of \$106,283 to also be used on matching funds for 2015 COPS grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

March 1, 2016

5M

From: Robert A. Jackson, Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$15,096 to account numbers 110-20-210.48001_148 "Transfers out to Fund 266 Police Grants" and 266-20-255-353.38001_148 "Transfers in from Fund 110 Police/Patrol" to provide funding for 911 For Kids expenditures that were not reimbursable from CA State 911 Grant funds

2. DISCUSSION OF ISSUE:

In Fiscal Year 2012-13, purchases were made for the 911 For Kids program that were paid by the Police Department with the intent of being reimbursed by the State of California. In Fiscal Year 2013-14, purchases were made and all costs were reimbursed with the exception of the out-of-state sales tax associated with the purchases. In Fiscal Year 2014-15, attendance of the Cal NENA Conference was paid for by the Police Department with the intent to be reimbursed by the State.

The reimbursement forms were not submitted to the California 911 Office in time to be reimbursed. There is a window of time in which these forms must be completed and submitted. Personnel did not meet the deadlines for the reimbursement period for Fiscal Year 2012-13, Fiscal Year 2013-14 and Fiscal Year 2014-15. In the future, it is ensured that these reimbursement deadlines be met.

3. BASIS FOR RECOMMENDATION:

These funds were not reimbursed by the State and, therefore, require an appropriation be made to cover the expenses.

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:

Fiscal Impact - \$15,096

Budget Amendment:

At this time, Staff requests the approval of an appropriation of \$15,096 to account numbers 110-20-210.48001_148 "Transfers out to Fund 266 Police Grants" and 266-20-255-353.38001_148 "Transfers in from Fund 110 Police/Patrol to fund the 911 educational related expenditures for which we are unable to receive reimbursement from the State 911 funds."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Do not approve the appropriation. This alternative is not recommended.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$15,096 TO ACCOUNT NUMBERS }
110-20-210.48001_148 "TRANSFERS OUT }
TO FUND 266 POLICE GRANTS" AND }
266-20-255-353.38001_148 "TRANSFERS IN }
FROM FUND 110 POLICE/PATROL" TO }
PROVIDE FUNDING FOR 911 FOR KIDS }
EXPENDITURES THAT WERE NOT }
REIMBURSABLE FROM CA STATE 911 }
GRANT FUNDS }

RESOLUTION NO. 2016-

WHEREAS, purchases were made for the 911 for Kids program in Fiscal Year 2012-13, out of state sales tax was charged for Provantage purchases in Fiscal Year 2013-14 and attendance at the Cal NENA Conference in Fiscal Year 2014-15 was paid for; and

WHEREAS, the intent was to have all costs reimbursed by the State of California; and

WHEREAS, the reimbursements were not submitted to the California 911 Office in the appropriate time frame to be reimbursed; and

WHEREAS, the City of Turlock Police Department will now incur this cost.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$15,096 to account numbers 110-20-210.48001_148 "Transfers out to Fund 266 Police Grants" and 266-20-255-353.38001_148 "Transfers in from Fund 110 Police/Patrol" to provide funding for 911 For Kids expenditures that were not reimbursable from CA State 911 grant funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

March 1, 2016

From: Robert Jackson, Police Chief

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the approval and execution of a Memorandum of Understanding among the City of Turlock, the Ceres Police Department, the Modesto Police Department, the Stanislaus County Sheriff's Department, the Oakdale Police Department, the Newman Police Department, the California State University Stanislaus Police Department, and the Stanislaus County Probation Department to work cooperatively to reduce alcohol related traffic collisions in Stanislaus County through the "Avoid the 12" Project # AL1635 MOU with the California Office of Traffic Safety

2. DISCUSSION OF ISSUE:

"Avoid the 12" is a collaborative project within Stanislaus County to reduce fatal and injury traffic collisions which are alcohol related. The project is sponsored by the State of California Office of Traffic Safety (OTS) and funded by grants from that agency.

The Stanislaus County Sheriff's Department has been designated as the current local agency manager of the project. This MOU authorizes continued participation in the "Avoid the 12" project.

Agencies participating agree to provide staff, as available, to assist with project related enforcement activities. These activities rotate, on a mutually agreed basis, through the participating jurisdictions as well as mobilize for specific events, with Stanislaus County Fair and California State University Stanislaus graduation being two local examples.

Activities are funded through the OTS grant. These activities include enforcement, planning, and reporting. In the Turlock Police Department, these activities are normally staffed by members of the Traffic Unit and additional officers on a voluntary sign-up basis, coordinated by the Police Sergeant assigned to the Traffic Unit.

3. BASIS FOR RECOMMENDATION:

A. City Council approval is needed to enter into and commit the City of Turlock to contracts and Memorandum of Understandings.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

7. Develop value-added partnerships with public and private agencies, industry and educational institutions, including, but not limited to:
 - a. Stanislaus County Fair
 - b. California State University Stanislaus
 - c. Turlock Irrigation District
 - d. Turlock Unified School District

4. FISCAL IMPACT:

Employee overtime costs related to "Avoid the 12" activities will be reimbursed from OTS grant funds managed by the Stanislaus County Sheriff's Department. Initially, funds will be expended from the Overtime AVOID Grant- 266-20-255-359.41100_024 and related benefit expenditure accounts. The MOU provides for reimbursement to the City of Turlock for officer time committed to the event at the overtime rate of one and one-half times the normal rate of pay plus benefits for each officer, reducing the direct fiscal impact to the City to zero.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Council can direct staff not to participate in the "Avoid the 12" project.

Avoid the 12
Grant # AL1635
Memorandum of Understanding

Project Period: 10/01/2015 – 09/30/2016

Project Mission:

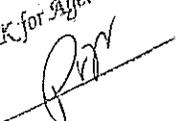
We, the undersigned, as representatives of the Ceres Police Department, Stanislaus Sheriff's Department, Modesto Police Department, Turlock Police Department, Oakdale Police Department, Newman Police Department, California State University Stanislaus Police Department, and Stanislaus County Probation Department will work cooperatively to reduce alcohol related fatal and injury traffic collisions in Stanislaus County. In furtherance of that goal, we agree to fully support the goals and objectives of the "Avoid the 12" Project NO. AL1635 agreement with the California Office of Traffic Safety.

The Stanislaus County Sheriff's Department agrees to:

1. Administer the project agreement with the California Office of Traffic Safety, including: submitting all required financial and programmatic reports.
2. Reimburse allied agencies promptly when invoiced for project-related costs (Contractual Services). Eligible costs include hourly overtime costs for officers, deputies, corporals, sergeants and any authorized OTS conference attendance related costs up to the standardized amount authorized under the POST guidelines. Administrative overhead and "straight time" (other than for those employees not eligible for overtime) will not be reimbursed.
3. Participate in all project related enforcement activities and take turns hosting enforcement operations on a mutually agreeable rotational basis with the other participating agencies.
4. Schedule project related meetings as needed to coordinate activities.

The Participating Agencies agree to:

1. Assign staff, as available, to assist with all project-related enforcement activities, to include:
 - a. Winter Holiday Mobilization
 - b. Memorial Day holiday weekend period
 - c. Independence Day weekend
 - d. Summer Mobilization
 - e. Other Special Events such as: Super Bowl Sunday, St Patrick's Day, Cinco de Mayo, Halloween or community events such as X-Fest or Stanislaus County Fair.
2. Take turns coordinating and hosting enforcement operations on a mutually agreeable rotational basis with the other participating agencies.
3. Attend project related meetings to schedule and coordinate activities.
4. Submit "HARD COPY" invoices and proper documentation (copies of salary schedules and overtime payroll records) to the Stanislaus County Sheriff's Department finance department. Hard Copies must be received or postmarked *no later than 60 days after the date of the detail reimbursement is being*

OK for Agency


requested for. Requests made after the 60 day limit will be denied. Electronic submittals will not be accepted.

5. Acknowledge that officers from participating agencies will perform law enforcement activities across jurisdictional boundaries within Stanislaus County.
6. Collect and submit statistics by due dates on project activities necessary for completion of specific grant reporting requirements prior to being reimbursed for expenses incurred from this grant.
7. Assume responsibility for the conduct and actions of their personnel.
8. Recognize the total amount of reimbursable over-time expenses for all allied agencies for this grant (Contractual Services) shall not exceed \$101, 985.00.
9. Details will be posted via email distribution list by the Avoid the 12 Stanislaus coordinator (SCSD Traffic Officer). Instructions unique to the detail will be provided in the email.
10. Participating employees will be provided the "Avoid the 12 Stanislaus - Expectations" document outlining the duties and expectations for each type of detail. If expectations are continually not met, a supervisor from the subject employee's agency will be notified. That person may be removed from the notification list and unable to participate in Avoid the 12 operations.

For the Ceres Police Department:

For the Modesto Police Department:


Brent Smith 1-19-2016
Chief of Police Date

Galen Carroll Date
Chief of Police

For the Stanislaus Sheriff's Department:

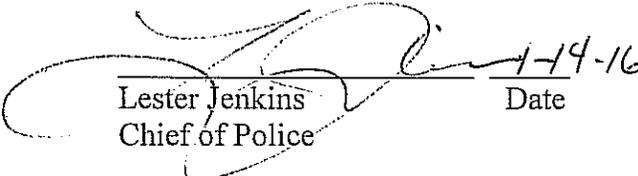
For the Turlock Police Department:

Adam Christianson Date
Sheriff

Robert A. Jackson Date
Chief of Police

For the Oakdale Police Department:

For the Newman Police Department:


Lester Jenkins 1-14-16
Chief of Police Date

Randy Richardson Date
Chief of Police

For the CSUS Police Department:

For the Stanislaus Probation Department:

Andy Roy Date

Jill Siva Date

Acting Chief of Police

Chief Probation Officer



**Council
Synopsis**

March 1, 2016

From: Robert A. Jackson, Police Chief

Prepared by: Nino Amirfar, Police Captain

Agendized by: Michael I Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Administrative Assistant, Public Safety, effective March 1, 2016

2. DISCUSSION OF ISSUE:

Staff recommends the following changes to the Administrative Assistant, Public Safety job description; experience and education areas have been revised to more accurately meet needs and goals of the Police Department and City staff. (Attachment A)

3. BASIS FOR RECOMMENDATION:

Based upon review of the previous job description, the areas of Experience & Education did not allow for staff to prepare for opportunities for promotion and succession planning. The revisions consider current general clerical duties as meeting the experience requirements and staff members who are in the process of obtaining the educational requirements. (See Attachment A)

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: EFFECTIVE LEADERSHIP

General Principles:

- 1. Foster innovation and promote positive change.

Action Items:

- 2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve revisions of Administrative Assistant, Public Safety.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO JOB DESCRIPTION }
FOR THE POSITION OF ADMINISTRATIVE }
ASSISTANT, PUBLIC SAFETY, EFFECTIVE }
MARCH 1, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, staff has identified a need to modify the job descriptions for the position of Administrative Assistant, Public Safety; and

WHEREAS, the modifications are requested due to revisions and are identified in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the modifications to the job descriptions for the position of Administrative Assistant, Public Safety, effective March 1, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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



April 2014
March 2016

ADMINISTRATIVE ASSISTANT, PUBLIC SAFETY

DEFINITION

Under the general direction of the Executive Administrative Assistant, Public Safety, to perform responsible coordination, technical and advanced clerical support to departmental operations; provide input and technical assistance to the Service Director and Management Staff, including, personnel records management, purchasing activities, and any other complex clerical duties as assigned; provide assistance as public/staff contact person in the Executive Administrative Assistant's absence.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED

General administrative direction is provided by the Executive Administrative Assistant, Public Safety. May be assigned to exercise lead activities with other technical and clerical staff.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Plans, organizes and coordinates the activities of the Administrative office.
- Maintain confidentiality of the Administrative office.
- Coordinates the office activities of the department, determines priorities, monitors work flow, plans, organizes and directs organizational administrative programs and projects.
- Coordinates and implements the personnel records keeping functions, purchasing activities records and payroll records systems for the department.
- May represent the department to other City Service Areas, citizens, community groups and outside agencies, and prepare reports for the City Council.
- Assists in the development of department goals, objectives, policies and priorities.
- Plans, assigns and coordinates the activities of personnel in providing technical and support services for departmental operations.

- Assists in the planning for growth and future service needs, advises the Executive Administrative Assistant, Public Safety and Management Staff regarding activities and needs of the department.
- May select, train and participate in the evaluation of assigned staff; has input in employee performance evaluations.
- Reviews current and devises new service delivery methods to assure efficient and effective use of resources.
- Compiles materials/information and prepares reports, manuals, publications and news releases.
- Provides lead review of daily performance of assigned personnel and ensures that appropriate rules and policies are followed.
- Maintains personnel records, confidential investigations and records security in accordance with State law and City policy.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Modern office methods, procedures, secretarial practices, business correspondence, filing systems and complex record keeping methods. Management principles, practices, and techniques of office administration, organization and operation.
- Confidentiality, clear understanding of its application as it pertains to all aspects of documents, conversations, investigations and personnel matters.
- Principles of supervision, training and performance evaluations.
- Dictation and transcription, correct English usage, spelling, grammar, and punctuation.
- Basic mathematics abilities in order to assist with budgeting calculations.
- Advanced word processing, spreadsheet, database, electronic mail, publishing, and other business related computer software applications inclusive of Microsoft Office Word, Publisher, PowerPoint and Excel.
- Modern office efficiency, office equipment, personal computers, bookkeeping and record keeping procedures and methods.
- City government organization, functions, policies, rules and regulations.
- Effectively communicate in a clear and concise manner, both orally and in writing.
- Principles, methods, and procedures utilized in the preparation and management of a department budget.

- ~~Principles, methods and procedures utilized in the purchase of departmental supplies and equipment.~~
- ~~Advanced computer skills, including word processing, graphics and spreadsheet applications.~~
- ~~Modern office efficiency, office equipment, bookkeeping and record keeping procedures and methods.~~
- ~~Principles of training and performance review and correction.~~
- ~~Effective communication techniques, including public speaking and program presentation.~~

Ability to:

- Type 45 words per minute (net corrected).
- Administer a wide variety of programs and projects, including administrative activities, as well as internal assignments.
- Collect and understand data, analyze it objectively, present it clearly and concisely, and prepare logical and accurate reports with conclusions and recommendations.
- Understand basic computers operations and related software applications.
- Work independently, exercise common sense and sound judgement when performing assigned duties.
- Prepare clear and concise reports, speeches, articles and correspondence, for both internal use and external publication.
- Take meeting notes and transcribe same.
- Comprehend and apply Federal, State and local policies, procedures, laws and regulations.
- Establish and maintain effective and cooperative working relationship with those contacted in the performance of duties.

EXPERIENCE AND EDUCATION

Experience

Any combination of training and experience that would provide the knowledge and skills and abilities is qualifying. A typical way to obtain the knowledge and skill and abilities is: worked for 2 years or more in a clerical type position with ever increasing responsibilities.

Four years of responsible professional experience in administrative or technical clerical work.

Education

Possession of an Associate's Degree with course work in business, or related field;

OR

Must have a minimum of twenty (20) accredited college units and at time of appointment be enrolled in a two-year accredited college and obtain an Associate's Degree with course work in business, or related field within 36 months of date of appointment.

~~Equivalent to an Associate's Degree (sixty semester units of completed college course work) in business or related field.~~

DESIRABLE QUALIFICATIONS

- Understand the organization and operation of the Police Department and outside organizations as may be necessary for assigned duties.
- ~~Prior municipal experience working with governmental budgeting and accounting practices.~~
- ~~Lead worker experience.~~
- ~~Public speaking/presentation experience.~~

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License, Class C, at the time of appointment, to be maintained as a condition of continued employment.

Possession of a current Typing Certificate (dated within 1 year of closing date)
{Type 45 words per minute (net corrected)}

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to operate vehicles, read instructions and follow directions; hear well enough to distinguish various noises, to converse on the radio, telephone and in person; use of hands and fingers for writing, typing, drafting, and other computer related functions.

Reviewed and Approved: PERSONNEL OFFICER

Revised, March 2016



Council Synopsis

March 1, 2016

From: Robert Talloni, Fire Chief
Prepared by: David Bickle, Fire Captain
Agenized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Designating the Administrative Fee for Strike Team of Office of Emergency Services (OES) deployments paid by the State of California to be placed in revenue account number 240-00-000-312.34060_001 "FEMA/OES Reimb - Admin Fee" and appropriating \$2,734 to account number 240-00-000-312.44001_156 "Supplies-Strike Team" for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments funded by the Admin Fee received in Fiscal Year 2015-16

2. DISCUSSION OF ISSUE:

The Fire Department has accepted an Office of Emergency ("OES") Engine and has been participating in more Strike Team deployments. The State of California reimburses the City a 10% Administrative Fee for the management, deployments and tracking of such deployments. This Administrative Reimbursement Fee will be used to replace and upgrade equipment used for Strike Team/OES deployments.

Each year the City of Turlock submits to the State a Salary Survey Rate. This rate is used to establish the salary rate the City pays its employees. The State agrees to reimburse the City the rate established times 1.5 to cover overtime incurred by the City for sending employees on Strike Team/ OES deployments. This reimbursement establishes a near neutral cost to the City. The recovery is not immediate and can take up to nine months to recover the overtime paid out by the City to the employee. The State does pay 100% of the cost to the City but at a later date. The State also adds a 10% Administrative Fee based on the claims from the City to the State.

This Administrative Fee is currently deposited in to the General Fund, along with the reimbursement for the actual overtime incurred. The Fire Department is requesting that the Administrative Fee be made available to be used to ensure the replacement and upgrade of equipment used for Strike Team/OES

deployments. By using 240-00-000-312 "Small Equipment Replacement-Strike Teams", the funds will be reserved specifically for this purpose.

3. BASIS FOR RECOMMENDATION:

Staff is requesting that the Admin Fee paid to the City by the State of California be segregated in order to utilize them to maintain and upgrade equipment used during the Strike Team deployments.

Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety

General Principles:

2. Public Safety provides for the safety of our citizens and preserves our community and culture.
6. The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.

Action Items:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$2,734

Designating the Administrative Fee for Strike Team of Office of Emergency Services ("OES") deployments paid by the State of California to be placed in 240-00-000-312.34060_001 "FEMA/OES Reimb - Admin Fee" and appropriating \$2,734 to 240-00-000-312.44001_156 "Supplies-Strike Team" for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments funded by the Admin Fee received in Fiscal Year 2015-16

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DESIGNATING THE }
ADMINISTRATIVE FEE FOR STRIKE TEAM }
OF OFFICE OF EMERGENCY SERVICES }
("OES") DEPLOYMENTS PAID BY THE }
STATE OF CALIFORNIA TO BE PLACED }
IN REVENUE ACCOUNT NUMBER }
240-00-000-312.34060_001 "FEMA/OES }
REIMB - ADMIN FEE" AND APPROPRIATING }
\$2,734 TO ACCOUNT NUMBER }
240-00-000-312.44001_156 "SUPPLIES- }
STRIKE TEAM" FOR THE PURCHASE OF }
UPGRADED OR REPLACEMENT }
EQUIPMENT USED FOR STRIKE TEAM OR }
OES DEPLOYMENTS FUNDED BY THE }
ADMIN FEE RECEIVED IN FISCAL YEAR }
2015-16 }

RESOLUTION NO. 2016-

WHEREAS, the Fire Department has accepted an Office of Emergency ("OES") Engine and participates in Strike Team deployments; and

WHEREAS, the State of California pays the City a 10% Administrative Fee for the management and tracking of such deployments; and

WHEREAS, Staff is requesting that the Administrative Fee be placed in Fund 240 "Small Equipment Replacement – Strike Teams" to be used for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby designate the Administrative Fee for Strike Team of Office of Emergency Services ("OES") deployments paid by the State of California to be placed in revenue account number 240-00-000-312.34060_001 "FEMA/OES Reimb - Admin Fee" and appropriating \$2,734 to 240-00-000-312.44001_156 "Supplies-Strike Team" for the purchase of upgraded or replacement equipment used for Strike Team or OES deployments funded by the Admin Fee received in Fiscal Year 2015-16.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

March 1, 2016

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on four (4) document scanners, in an amount not to exceed \$4,584

2. DISCUSSION OF ISSUE:

The City of Turlock uses four document scanners when working with the Hyland OnBase document imaging system. Staff is requesting continuing maintenance support from Konica Minolta Business Solutions, USA ("KMBS") for a period of twelve months.

3. BASIS FOR RECOMMENDATION:

KMBS provides on-site service with up to two cleanings on an as-needed basis.

Strategic 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:

Funding is included in the current adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the service agreement. Staff does not recommend this alternative, as costs to maintain the scanners is much more expensive outside a maintenance agreement. The scanner is especially critical in the work flow in Police Records and Building & Safety, who use it daily.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
Konica Minolta Business Solutions, USA
for
Scanner Annual Maintenance
CONTRACT NO. 16-007

THIS AGREEMENT is made this 1st day of March, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **KONICA MINOLTA BUSINESS SOLUTIONS, USA**, an enterprise content management corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for maintenance for four (4) scanners on an "As-Needed" basis; and

WHEREAS, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Services."

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

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

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

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

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Four Thousand Five Hundred Eighty-four and 00/100^{ths} Dollars (\$4,584.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

(1) Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective March 1, 2016 and end February 28, 2017, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

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

of such cancellation, non-renewal or material change.

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

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

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

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

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

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

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors

and not as employees of CITY.

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also

comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

17. 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.

18. 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.

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

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

21. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all

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

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

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

Julie Burke
Administrative Services
156 S. Broadway, Suite 110
Turlock, California 95380-5456
Telephone: (209) 668-5542 Extension 1317
E-mail: jburke@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

KONICA MINOLTA BUSINESS SOLUTIONS, USA

By: _____

Gary Soiseth, Mayor

or

Michael I. Cooke, Interim City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

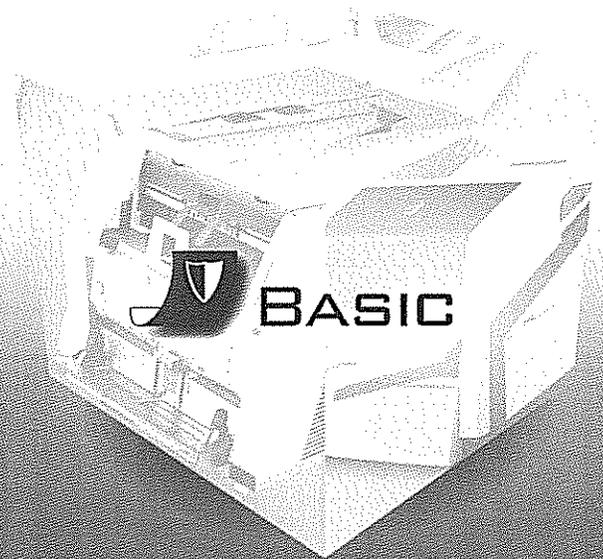
By: _____

Kellie E. Weaver, City Clerk

EXHIBIT A

Fujitsu Technical
Assistance Center
(800) 626-4686

TAC is available Monday-Friday (excluding
holidays) 5 a.m. to 5 p.m. PST



Basic

Service Program Description

Value-oriented peace of mind. The Basic service program provides on-site service with up to two cleanings for scanner customers. Basic, In-Warranty upgrades the Standard Limited Warranty to 12-months of on-site service. Basic, Post-Warranty is available after the warranty period and can be purchased in single or multi-year increments. Co-terminous (monthly) service is also available (certain restrictions apply).

On-site Service — On-site repair service includes spare parts, labor and travel for verified hardware failures. Select Next Business Day (NBD), 4-hour or 24/7 Response time (contract prices vary) Service is available across the United States, except certain Hawaiian Islands and areas of Alaska. On-site service is performed by a Fujitsu Authorized Field Service Engineer (FAFSE), either a Fujitsu employee or professionally trained Authorized Service Provider. Service will be provided between 8 a.m. and 5 p.m. local time, Monday through Friday (excluding holidays). On-site service outside the hours specified above may be available for rates and terms then in effect. Outside of PM events, on-site visits do not include preventative maintenance, maintenance training, consumables and cleaning materials, troubleshooting of software configuration, applications or set-up.

Cleaning Event — Each year of Basic service comes with a professional cleaning performed by a Fujitsu Authorized Field Service Engineer (FAFSE) or a professionally trained Authorized Service Provider. A FAFSE schedules an on-site visit to thoroughly clean the scanner (replacement consumables not

included). This service will be provided during normal business hours at a time to be mutually agreed upon between the FAFSE and Customer within 2 weeks of initiation.

Obtaining Service — In the event of a hardware failure, Technical Assistance Center (TAC) will assist the Customer in resolving the problem over the telephone. Customer must provide TAC with the product model number, part number, serial number and a description of the problem. Customer may be asked to run some simple, self-diagnostic tests and report the resulting status and error code messages. This will assist TAC in determining if the problem is the scanner or another component of Customer's system and if the problem can be resolved over the telephone. After TAC verifies a hardware problem, a service call will be initiated. A service technician will be dispatched to the product location to perform repair service if there are no security, safety or physical requirements that would restrict the service technician's access to the product.

FUJITSU

Basic

Service Program Description

Response Time - Next Business Day — A FAFSE will arrive on-site by the end of the next business day following the TAC verified hardware failure.

Response Time - 4-hour — To better serve the needs of customers with business critical scanning applications, 4-hour Response Time is available for Fujitsu scanners nationwide. Please contact your service sales representative for coverage. If this option is purchased, our goal is to have a FAFSE on-site within 4-business hours following the TAC verified hardware failure.

Response Time - 24/7 — For the ultimate level of service, the 24/7 Response Time option ensures that on-site service is available 24 hours a day, 7 days a week (excluding Holidays) and will be performed within 4-business hours following a TAC verified hardware failure.

Non-Fujitsu Scanners — Fujitsu Basic Service provides a single source service solution on non-Fujitsu scanners. We are dedicated to extending the life of your current scanners. Available in Next Business Day and 4-hour response times.

Term — The term of this service offering shall be one year from the date of service purchase or receipt of signed FCPA Service Contract Quotation or Purchase Order.

Warranty — Fujitsu warrants that all services will be performed in a professional manner. See Fujitsu Service Terms and Conditions.

Services Not Covered — Service does not include the following:

- Electrical work external to the product, repair or replacement of product or increased service time required due to casualty, accident, damage, acts of God, transportation, missing parts, neglect, misuse or abuse, operator error, failure of proper management or supervision, unsuitable physical operating environment, use of supplies or accessories not approved by FCPA or its Authorized Service Provider.
- Service in connection with the installation, discontinuance or removal of the product.
- Any service and/or parts replacement resulting from fraud, tampering, misuse or the uses of counterfeit components, assemblies or modules.
- Accessories or missing parts, supplies, consumables and expendable items, or problems caused by those items identified as being the user's responsibility in the Periodic Routine Maintenance chapter of the User's Manual, nor does it cover relocation services, systems engineering services, programming, reinstallation of user operating systems or applications software, reconstruction of data, operational procedures due to any sort of failure to implement the most current software releases.

Please refer to the Limited Warranty and Service Guide for full details of all service programs and warranty at www.ImagingService.com.

About Fujitsu Computer Products of America, Inc.

Fujitsu Computer Products of America, Inc., a subsidiary of Fujitsu Ltd., is an established leader in the Document Imaging industry, delivering innovative scanning solutions and services that enable our customers to solve critical business productivity issues and streamline operations. We provide cutting-edge document capture and workflow solutions for business and personal environments, backed by a comprehensive portfolio of service and support programs.

Fujitsu Computer Products of America, Inc.

<http://us.fujitsu.com/fcpa>
 1250 East Arques Avenue Sunnyvale, CA 94085-5401
 (800) 626-4686 (408) 746-7000 info@fcpa.fujitsu.com





Council Synopsis

March 1, 2016

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$5,383 to 308-40-457.38001_198 "Transfer In to Close Storm Component," \$5,383 to 411-51-536.48001_198 "Transfer Out to Close Storm Component," \$2,304 to 308-40-459.38001_199 "Transfer In to Close Recycled Water Component" and \$2,304 to 308-40-458.48001_199 "Transfer Out to Close Recycled Water Component" from Fund 308 "Turlock Regional Industrial Park" and Fund 411 "Storm Drainage Construction" reserve balances to consolidate components after the adoption of fee changes to the Westside Industrial Specific Plan

2. DISCUSSION OF ISSUE:

On November 12, 2013 the City Council approved the fee nexus study update and established a Westside Industrial Specific Plan Fee per Resolution 2013-204. With that, the Storm component of Fund 308 "Turlock Regional Industrial Park" was closed and available funds were moved to Fund 411 "Storm Drainage Construction", and the Recycled Water component in Fund 308 was closed and the available funds were moved to the Water component in that same fund.

3. BASIS FOR RECOMMENDATION:

This is a housekeeping item to correct the amounts transferred in FY 14-15 to close out the Storm and Recycled Water components in Fund 308 "Turlock Regional Industrial Park".

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 – See below

Budget Amendment: Appropriating \$5,383.00 to 308-40-457.38001_198 "Transfer In to Close Storm Component", \$5,383.00 to 411-51-536.48001_198 "Transfer Out to Close Storm Component", \$2,304.00 to 308-40-459.38001_199 "Transfer In to Close Recycled Water Component" and \$2,304.00 to 308-40-458.48001_199 "Transfer Out to Close Recycled Water Component" from Fund 308 "Turlock Regional Industrial Park" and Fund 411 "Storm Drainage Construction" reserve balances to consolidate components after the adoption of fee changes to the Westside Industrial Specific Plan.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the appropriation. Staff does not recommend this alternative, as these transfers will assist in properly tracking Turlock Regional Industrial Park fees.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$5,383 TO } 308-40-457.38001_198 "TRANSFER IN TO CLOSE } STORM COMPONENT," \$5,383 TO 411-51-536. } 48001_198 "TRANSFER OUT TO CLOSE STORM } COMPONENT," \$2,304 TO 308-40-459.38001_199 } "TRANSFER IN TO CLOSE RECYCLED WATER } COMPONENT" AND \$2,304 TO 308-40-458. } 48001_199 "TRANSFER OUT TO CLOSE } RECYCLED WATER COMPONENT" FROM FUND } 308 "TURLOCK REGIONAL INDUSTRIAL PARK" } AND FUND 411 "STORM DRAINAGE } CONSTRUCTION" RESERVE BALANCES TO } CONSOLIDATE COMPONENTS AFTER THE } ADOPTION OF FEE CHANGES TO THE } <u>WESTSIDE INDUSTRIAL SPECIFIC PLAN</u> }	RESOLUTION NO. 2016-
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WHEREAS, on November 12, 2013, the City Council approved the fee nexus study update and established a Westside Industrial Specific Plan fee per Resolution 2013-204; and

WHEREAS, with those updates the Storm component in Fund 308 "Turlock Regional Industrial Park" was closed and available funds were moved to Fund 411 "Storm Drainage Construction," and the Recycled Water component in Fund 308 was closed and the available funds were moved to the Water component in that fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate funds of \$5,383 to 308-40-457.38001_198 "Transfer In to Close Storm Component," \$5,383 to 411-51-536.48001_198 "Transfer Out to Close Storm Component," \$2,304 to 308-40-459.38001_199 "Transfer In to Close Recycled Water Component" and \$2,304 to 308-40-458.48001_199 "Transfer Out to Close Recycled Water Component" from Fund 308 "Turlock Regional Industrial Park" and Fund 411 "Storm Drainage Construction" reserve balances to consolidate components after the adoption of fee changes to the Westside Industrial Specific Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

58

March 1, 2016

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer
Robert A. Talloni, Fire Chief

Prepared by: Eric A. Picciano, P.E., Chief Building Official
Kellie L. Jacobs-Hunter, Administrative Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the overhire of two (2) Building Inspector positions in the Building Division due to the anticipated retirement of the incumbents on August 1, 2016 and October 1, 2016, respectively

Resolution: Appropriating \$56,800 to 110-30-300.41100_010 "Fire-Overtime Training," \$2,510 to 110-30-300.42007 "Workers Comp Insurance," \$1,726 to 110-30-300.42008 "City Liability Insurance," \$824 to 110-30-300.42010 "Medicare," \$20,000 to 110-30-300.46025 "Outside Contract Labor," \$5,000 to 110-30-300.46032 "Vehicle & Small Equipment Maintenance Parts," and \$9,500 to 110-30-300.47095 "Training General," from Fund 110 "General Fund" reserve balance to provide essential Fire services without interruption

2. DISCUSSION OF ISSUE:

Building Division:

The Building Division currently has three full time building inspectors. Two of these individuals have notified the Department of their intent on retiring from the City of Turlock on August 1, 2016 and October 1, 2016.

The inspector positions are responsible for all of the building inspections performed by the Building Division within the City of Turlock. With these anticipated vacancies, the remaining building inspector will be unable to complete timely inspections of projects in accordance within the Division's customary inspection times. As such, the Building Division would be finding itself in a position that would require staff to roll over or delay critical inspections to ongoing projects. Consequently, the Building Division desires the current inspector staffing level to be maintained.

In that light, in order to maintain the Department's essential level of service, replacements need to be identified for the positions well prior to the actual retirement of the employees who currently occupy these positions. Appointing replacements well prior to their retirement will allow for the orientation and

training necessary to make the replacement employee successful in the position, while maintaining our regular level of service to permit holders.

The Building Inspector classification performs complex field inspections duties in several trade specialties such as plumbing, electrical, mechanical, structural and finish of industrial, commercial and residential buildings during various stages of construction or remodeling to assure compliance with applicable codes and regulations of the City, County, state and federal agencies. The position of Building Inspector reports to the Chief Building Official and is assigned to the Turlock City Employees Association for labor relations purposes and is subject to overtime assignment.

Due, to the significant customer service aspects of the Building Inspector position, it is vital to the Building Division that these positions be overhired prior to the anticipated retirements.

The complete job descriptions are included as attachment "A".

Fire Department:

The Fire Department was asked to prioritize their mid-year budget requests and bring forward those requests at the March 1, 2016 City Council Meeting that needed to be adopted immediately so normal operations would not be interrupted.

An additional appropriation in "Fire-Overtime Training" and related benefit accounts totaling \$61,860 is needed to cover costs associated with state and OSHA mandated training that Fire Department is currently lacking. Due to budget constraints over the past several years, and with the advent of new contracts and equipment, we are in need of additional training that current budget will not support.

An additional \$20,000 is needed for costs associated with repairing aging Engines, unforeseen costs with Engine 32 repairs, and costs associated with reconfiguring Engines to accommodate new extrication equipment.

Lastly, an additional \$5,000 for unanticipated costs associate with equipment repairs incurred from emergency operations and training events.

\$9,500 is needed for costs associated with tuition/instructor(s) for the mandated classes that Fire personnel need to meet standards and perform prescribed firefighting/rescue duties.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

2. Provide clear organization purpose and vision.

Action Item:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.
 - Identify, plan and prepare for key retirements and vacancies.

Policy Goal # 3 Public Safety

General Principles:

1. Public Safety is a core mission for every department and employee at the City.

Action Item:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The funding to cover the cost of overhiring for the Building Inspector that will retire in August 2016 will be from salary savings realized in FY15/16 due to a Permit Technician position that was vacant for a length of time in FY15/16. The funding to pay for the overhire for the Building Inspector that will retire in October 2016 will come from cost savings which will occur as the current inspectors retire and are replaced with new, less costly employees.

The funding to cover the additional requests will come from the General Fund Reserve. The total fiscal impact of the requests is \$96,360.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could direct staff to not fill the anticipated vacancies of the funded positions. This is not recommended as the loss of two inspectors to retirement in such a short amount of time would reduce customer service to unacceptable levels.

Do not approve requested mid-year budget requests

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
OVERHIRE OF TWO (2) BUILDING }
INSPECTOR POSITIONS IN THE BUILDING }
DIVISION DUE TO THE ANTICIPATED }
RETIREMENT OF THE INCUMBENTS ON }
AUGUST 1, 2016 AND OCTOBER 1, 2016, }
RESPECTIVELY }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, two vacancies within the Building Division of the Development Services Department for the positions of Building Inspector are anticipated; and

WHEREAS, the Building Inspector positions perform complex field inspection duties in the trade specialties of plumbing, electrical, mechanical, structural and finish of industrial, commercial and residential buildings during various stages of construction or remodeling to assure compliance with applicable codes and regulations of the City, County, State and Federal agencies; and

WHEREAS, the Building Inspector positions report to the Chief Building Official; and

WHEREAS, one Building Inspector vacancy is anticipated to occur on August 1, 2016 with the next vacancy anticipated to occur on October 1, 2016; and

WHEREAS, to allow for a three month training period, it is anticipated that the first inspector position would be filled in May of 2016 and the second inspector position would be filled in July of 2016; and

WHEREAS, the adopted Fiscal Year 2015-16 and 2016-17 approved 3 full time building inspector positions; and

WHEREAS, funding for the current positions are allocated in the 2015-16 and 2016-17 fiscal year budgets; and

WHEREAS, funding for the overhiring of one position will come from salary savings realized in FY15/16 and for the second position will occur as the current inspectors retire and are replaced with new, less costly employees; and

WHEREAS, following the retirement of both current inspectors, the Building Division would be back down to the three inspector positions as approved in the Fiscal

Year 2015-16 and 2016-17 budgets.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the overhire of two (2) Building Inspector positions through concurrent recruitment of existing full-time, part-time, volunteer staff and outside applicants.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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"

BUILDING INSPECTOR I

DEFINITION

To inspect routine and complex structure and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications. This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Chief Building Official, Supervising Building Inspector or Senior Building Inspector. Technical or functional supervision may be provided by higher level building inspections personnel.

DISTINGUISHING CHARACTERISTICS

To inspect routine and complex structure and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications. This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to the following:

- Accept, review and process a wide variety of permit applications relating to construction and development-related activities regulated by the City Planning and Building & Safety Divisions.
- Review site plans, architectural drawings, and structural calculations submitted with development permit applications to insure completeness and conformance with the department's submittal requirements.
- Calculate and collect required mitigation and development fees for construction permit applications.
- Provide information at the public counter regarding the City's General Plan and development regulations including occupancies, structures, fire life safety issues, accessibility, energy conservation and public improvements.
- Perform over-the-counter plan check of fences, walls, small room additions, patios, decks, garages, and other small construction projects.
- Make field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to assure compliance with applicable codes and regulations of the City, County, State and federal agencies.
- Checks building plans for sufficiency and code compliance; route plans to other affected departments, and distribute plan check submittals to builders/contractors for corrections.

- Inspect foundation, cement, framing, plastering, plumbing, mechanical and electrical installations and a large variety of other complex and routine building system elements.
- Check stud, joist, rafter spacing and other structural member factors.
- Examine grade, quality and treatment of lumber, cement, lath, wire and composition.
- Coordinate inspection activities with other city departments and public agencies as needed.
- Assist in conducting investigations of zoning, land use and construction code enforcement and abatement issues.
- Determine compliance to Uniform Building, Plumbing, and Mechanical Codes, National Electric Code, and pertinent provisions of state and County health and environmental ordinances.
- Confer with architects, contractors, builders and general public in the field and office to resolve complaints and answer questions regarding plan check correction lists, conditions of permit approvals, and use of alternative methods or materials.
- Maintain permit records and field notes as applicable and prepares reports.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Accepted safety standards and methods of building construction.
- Building related codes and ordinances enforceable by the City, specifically, the Uniform Building Code.
- Principles and techniques of building inspection work.

Ability To:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.
- Learn to perform journey level inspection skills in a variety of specialty trade areas and to perform competent and efficient work as a Building Inspector.
- Learn to enforce a variety of zoning, general land use and related City codes.
- Determine that construction systems conform to City Code requirements.
- Read and interpret building plans, specifications and building codes.
- Advise on standard construction methods and requirements.
- Make arithmetical computations rapidly and accurately.
- Enforce necessary regulations with firmness and tact.
- Establish and maintain an effective working relationship with those contacted during the course of work.
- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE AND EDUCATION

Experience:

One year of construction or inspection experience (30 college units with major course work in Building Technology, Construction Management or a related field may be substituted for six months of the required experience).

Education:

Equivalent to completion of the twelfth grade.

LICENSE OR CERTIFICATE

Possession of a Uniform Building Code Certification issued by the International Conference of Building Officials. Possession of a valid California Driver's License at the time of appointment and must be maintained thereafter as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write, make observations, view computer screen, read gauges and other instrumentation as well as operate a motor vehicle; hear well enough to converse on the radio, telephone, and in person; use hands and fingers well enough to use computer keyboard, write, file and answer telephones; bodily mobility to walk on uneven surfaces or sloped surfaces such as construction sites and roofs, bend, stand, climb on scaffolding and ladders, and be able to tolerate extreme fluctuations in temperatures while performing inspections or other duties;

BUILDING INSPECTOR II

DEFINITION

To inspect routine and more complex structures and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications and issuance of construction permits; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the Chief Building Official, Supervising Building Inspector, or Senior Building Inspector.

DISTINGUISHING CHARACTERISTICS

To inspect routine and more complex structures and building systems at various stages of construction, alteration and repair; to assist in the review of building plans and specifications and issuance of construction permits; and to investigate and secure compliance with applicable laws, ordinances, codes, standards, plans and specifications.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime, evening and weekend assignments.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to the following:

- Perform field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to assure compliance with applicable codes and regulations of the City, County, state and federal agencies.
- Perform complex inspection duties in several trade specialties such as plumbing, electrical and mechanical, structural and finish trade areas.
- Checks building plans for sufficiency and code compliance; route plans to other affected departments, and distribute plan check submittal to builders/contractors for correction.
- Issue permits for work to be performed.
- Inspect foundation, cement, framing, plastering, plumbing, heating and electrical installations, and a large variety of other complex and routine building system elements.
- Assist in the checking of building plans and perform field review of plans and specifications.
- Check stud, joist, rafter spacing and other structural member factors.
- Examine grade, quality and treatment of lumber, cement, lath, wire and composition including conducting research of new and/or alternative material reports from ICBO and other testing labs.
- Assure proper and safe installations of routine and complex building systems.
- Coordinate inspection activities with other City departments and public agencies.

- Assist in conducting investigations of zoning, land use and construction code enforcement and abatement issues.
- Determine compliance to Uniform Building, Plumbing, and Mechanical Codes, National Electric Code, and pertinent provisions of state and County health and environmental ordinances.
- Confer with architects, contractors, builders and the general public in the field and office to resolve complaints and answer questions regarding plan check correction lists, conditions of permit approval, and use of alternative methods or materials.
- Maintain records and prepare reports.
- Perform related duties as assigned

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Accepted safety standards and methods of building construction.
- Building related codes and ordinances enforceable by the City including the Uniform Building, Mechanical, Plumbing and Housing Codes, the National Electric Code, and the municipal zoning and sign ordinances.
- Principles and techniques of building inspection work.
- Complex building, electrical, fire, plumbing and mechanical code enforcement

Ability To:

- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.
- Perform journey level inspection skills in a variety of specialty trade areas and to perform competent and efficient work as a Building Inspector.
- Enforce a variety of zoning, general land use and related City codes.
- Read and interpret building plans, specifications and building codes and determine that construction systems conform to City Code requirements.
- Advise on standard construction methods and requirements.
- Make arithmetical computations rapidly and accurately.
- Enforce necessary regulations with firmness and tact.
- Establish and maintain an effective working relationship with those contacted during the course of work.
- Apply City codes and policies regarding zoning, environmental matters and other regulations to field situations.
- Perform entire range of inspections, including building, electrical, fire, plumbing and mechanical for residential, commercial and industrial construction.
- Communicate clearly and concisely, both orally and in writing.
- Work independently without supervision.

EXPERIENCE AND EDUCATION

Experience:

A minimum of three years of construction or inspection experience.

Two years of experience in the Building Inspector I series with the City of Turlock would also be accepted.

Education:

Thirty college units with major course work in Building Technology, Construction Management or a related field, or fifteen continuing education units from ICBO or accredited training.

LICENSE OR CERTIFICATE

Possession of a Uniform Building Code Certification issued by the International Conference of Building Officials.

It is expected that incumbents would continue to seek additional ICBO certifications as further experience is gained.

Possession of a valid California Driver's License at the time of appointment and must be maintained thereafter as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write, make observations, view computer screen, read gauges and other instrumentation as well as operate a motor vehicle; hear well enough to converse on the radio, telephone, and in person; use hands and fingers well enough to use computer keyboard, write, file and answer telephones; bodily mobility to walk on uneven surfaces or sloped surfaces such as construction sites and roofs, bend, stand, climb on scaffolding and ladders, and be able to tolerate extreme fluctuations in temperatures while performing inspections or other duties;

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$56,800 TO 110-30-300.41100_010 "FIRE- }
OVERTIME TRAINING", \$2,510 TO }
110-30-300.42007 "WORKERS COMP }
INSURANCE", \$1,726 TO 110-30-300.42008 }
"CITY LIABILITY INSURANCE", \$824 TO }
110-30-300.42010 "MEDICARE", \$20,000 TO }
110-30-300.46025 "OUTSIDE CONTRACT }
LABOR", \$5,000 TO 110-30-300.46032 }
"VEHICLE & SMALL EQUIPMENT }
MAINTENANCE PARTS" AND \$9,500 TO }
110-30-300.47095 "TRAINING GENERAL" }
FROM FUND 110 "GENERAL FUND" }
RESERVE BALANCE TO PROVIDE ESSENTIAL }
FIRE SERVICES WITHOUT INTERRUPTION }

RESOLUTION NO. 2016-

WHEREAS, the Fire Department has been asked to prioritize immediate needs to be adopted immediately so that normal operations may continue uninterrupted; and

WHEREAS, \$61,560 is requested to cover overtime costs associated with State and OSHA mandated training; and

WHEREAS, \$20,000 is requested for the repair of aging engines and the reconfiguration of engines to accommodate new extrication equipment; and

WHEREAS, \$5,000 is requested for equipment repairs incurred from emergency operations and training events; and

WHEREAS, \$9,500 is requested for mandated training to meet standards and perform prescribed firefighting/rescue duties.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate \$56,800 to 110-30-300.41100_010 "Fire-Overtime Training", \$2,510 to 110-30-300.42007 "Workers Comp Insurance", \$1,726 to 110-30-300.42008 "City Liability Insurance", \$824 to 110-30-300.42010 "Medicare", \$20,000 to 110-30-300.46025 "Outside Contract Labor", \$5,000 to 110-30-300.46032 "Vehicle & Small Equipment Maintenance Parts" and \$9,500 to 110-30-300.47095 "Training General" from Fund 110 "General Fund" reserve balance to provide essential Fire services without interruption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March 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



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.

FEB - 3 2016

5T

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: Sally Johnson

SS#: [redacted] DOB: 9/27/1962 Gender: Male Female [checked]

Claimant's address: 2102 Brier Road, Turlock, CA 95380

Claimant's Telephone Number(s): (209) 632-8892

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

Date of incident/accident: January 6, 2016

Date injuries, damages, or losses were discovered: January 6, 2016

Location of incident/accident: 156 South Broadway, Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? See separate letter

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? See separate letter

(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: \$526.66

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)? See itemization in separate letter

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

Date Signed: February 1, 2016 Signature: Sally Johnson

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

Sally Johnson
2102 Brier Road
Turlock, CA 95380

February 1, 2016

Claims Adjuster
City of Turlock
156 S. Broadway
Turlock, CA 95380

Re: Your Insured, City of Turlock

Claimant: Sally Johnson

Date of Loss: January 6, 2016

I was injured on January 6, 2016 in the lobby of the City of Turlock offices at 156 S. Broadway, Turlock, CA when I slipped and fell coming down the stairs after a job interview with the Human Resources Department. I landed on the floor at the base of the stairs, after slipping on the bottom step, with both feet in bent positions, in extreme pain and, I sprained both of my feet.

Liability

After I fell, I was immediately informed that someone else had slipped on these same stairs sometime in the previous two months. I took a good observation of the stairs at the time and concluded that they did not have a slip resistant surface and that contributed to my slip and fall. These stairs present a hazard and according to the Stanislaus County Building Code, Section 3305, stairways require "all treads shall be slip-resistant."

After the fall I was in severe pain. I turned down a request to call an ambulance but accepted a request to call the fire department. Three firemen checked on me until I was finally able to get up on my own accord. The next day I went to see Dr. Lynh Huynh, a doctor of podiatric medicine and surgery. Both feet were feeling very painful and fast becoming swollen and bruised. X-rays were taken of both feet and both feet were examined by the doctor. I was told it would take at

least 6 weeks for my feet to heal. Both feet were wrapped up in gauze and those bandages stayed on until my next appointment. One week later, on January 14th, the bandages were cut off. My left foot was re-banded as a permanent bandage for the week ahead and my right foot was bandaged in a removable ACE bandage. One week later, on January 21st I had another appointment. Both feet still had swelling and pain. The ACE bandage was applied to my left foot. One week later I had an appointment, January 28th. Both feet were still swollen and I still had pain but was able to walk fairly well. The doctor noticed my feet were still swollen and reminded me to only do the minimum needed and to rest my feet as much as possible. We decided that if I felt I needed to come in again that I would call for an appointment. From January 6th to January 18th I had to rest my feet and stay around the house where I used a walker loaned to me to help me get around. During this time I was not mobile enough to go to work and lost wages.

Costs of my medical treatment and lost wages are as follows:

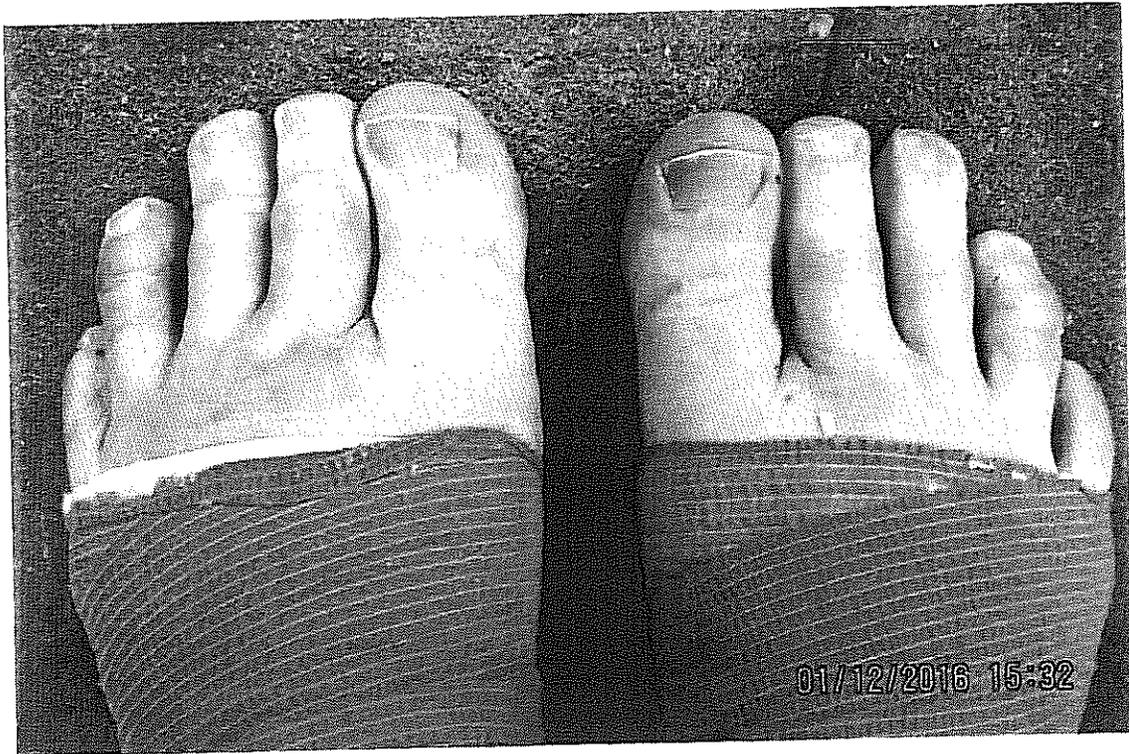
January 7, 2016 doctor visit - Linh Huynh, D.P.M.	\$246.66 after ins.
January 14, 2016 doctor visit - Linh Huynh, D.P.M.	ins. paid
January 21, 2016 doctor visit - Linh Huynh, D.P.M.	\$40.00 paid cash
January 28, 2016 doctor visit - Linh Huynh, D.P.M.	\$40.00 paid cash
January 6 – 18, 2016 Lost Wages: 16 hrs. x 12.50/hour (employer: Huntington Learning Center, Turlock, CA)	\$200.00

TOTAL FOR CLAIM.....\$526.66

Medical records, health insurance explanation of benefits, copies of personal checks for payments to the doctor, photos, and a copy of the building code are included to support my claim.

Sincerely,

Sally Johnson



SALLY JOHNSON
injury occurred 1/6/2016

This information is provided free of charge by the Department of Industrial Relations from its web site at www.dir.ca.gov. These regulations are for the convenience of the user and no representation or warranty is made that the information is current or accurate. See full disclaimer at http://www.dir.ca.gov/od_pub/disclaimer.html.

Subchapter 7. General Industry Safety Orders

Group 1. General Physical Conditions and Structures Orders Article 2. Standard Specifications

[Return to index](#)

[New query](#)

§3231. Stairways.

(a) General. Every stairway serving any building or portion thereof shall conform to the requirements of this Section. (See Section 3214 for stair rail and handrail specifications and Section 3234 for industrial stairways). (Title 24, Part 2, Section 3305(a).)

(b) Width.

(1) Stairways serving an occupant load of more than 50 shall be not less in width than 44 inches.

Stairways serving an occupant load of 50 or less may be 36 inches wide. Private stairways serving an occupant load of less than 10 may be 30 inches wide.

(2) Trim shall not reduce the required width by more than 3 1/2 inches. Handrails may project from each side of a stairway a distance of 3 1/2 inches into the required width. Stringers may project 1 1/2 inches. (Title 24, Part 2, Section 3305(b).)

(c) Rise and Run.

(1) The rise of every step in a stairway shall be not less than 4 inches nor greater than 7 1/2 inches.

(2) The run shall not be less than 10 inches as measured horizontally between the vertical planes of the furthestmost projection of adjacent treads. The largest tread run within any flight of stairs shall not exceed the smallest by more than 3/8 inch. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch.

Exception: Private stairways serving an occupant load of less than 10 and stairways to unoccupied roofs may be constructed with an 8 inch maximum rise and a 9 inch minimum run.

(Title 24, Part 2, Section 3305(c).)

(d) Surface. All treads shall be slip-resistant. Stairways shall be maintained clear and in good repair.

(Title 24, Part 2, Section 2-3305(s).)

(e) Circular Stairways. Circular stairs may be used as an exit providing the minimum width of run is not less than 10 inches and the smaller radius is not less than twice the width of the stairway. All treads in any one flight between landings shall have identical dimensions within a three-eighths inch tolerance.

(Title 24, Part 2, Section 3305(e).)

(f) Landings. Every landing shall have a dimension measured in the direction of travel equal to the width of the stairway. Such dimension need not exceed 4 feet when the stair has a straight run. Landings, when provided, shall not reduce the width to less than one-half the required width at any position in the swing or by more than 7 inches by a door when fully open. There shall be not more than 12 feet vertically between landings.

(Title 24, Part 2, Section 3305(g) and (i).)

(g) Stairway to Roof. In every building four or more stories in height, one stairway shall extend to the roof surface, unless the roof has a slope greater than 4 in 12. (Title 24, Part 2, Section 3305(o).)

(h) Headroom. Every required stairway shall have a headroom clearance of not less than 6 feet 6 inches. Such clearances shall be established by measuring vertically from a plane parallel and tangent to the stairway tread nosing to the soffit above at all points. (Title 24, Part 2, Section 3305(p).)

In existing installations where overhead clearance is less than 6 feet 6 inches above stairways, the stairway shall be relocated, the obstruction shall be removed, or if both of these are impracticable a suitable warning shall be placed near the obstruction so as to notify employees of its presence. Where the nature of the hazard is such that padding it will increase safety, this also shall be done. (Title 24, Part 2, Section 2-3305(p), Exception.)

(i) Enclosure Construction of Exit Stairways. When an exit stairway is required to be protected by separation from other parts of the building the separating construction shall be of not less than two-hour fire-resistive construction in buildings more than four stories in height and shall be of not less than one-hour fire-resistive construction elsewhere.

(1) Openings into Enclosures. There shall be no openings into exit enclosures except exit doorways and openings in exterior walls. All exit doors in an exit enclosure shall be protected by a fire assembly having a fire-protection rating of not less than one hour where one-hour shaft construction is permitted and one and one-half hours where two-hour shaft construction is required. Doors shall

be maintained self-closing or shall be automatic closing by actuation of a smoke detector as provided for in Section 4306(b). The maximum transmitted temperature end point shall not exceed 450 degrees F above ambient at the end of 30 minutes of the fire exposure specified in U.B.C. Standard No. 43-2.

(Title 24, Part 2, Section 3308(c).)

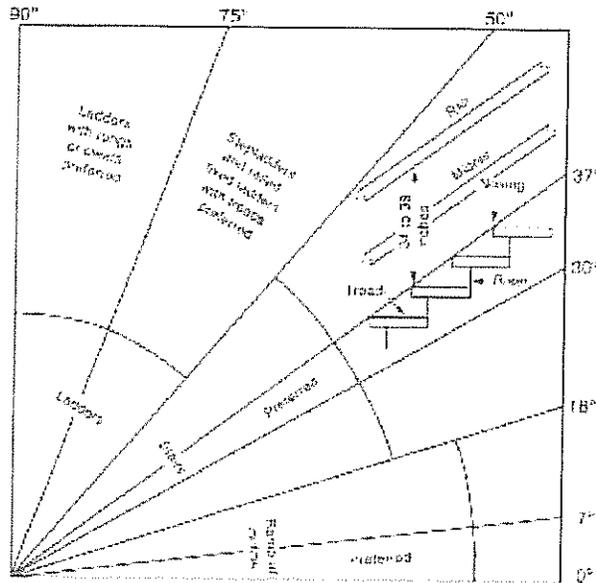


Image 1 (6.75" X 7") Not available for Offline Print to STP or FAX

Figure E-1 (for stairs installed on or after April 3, 1997)

Note: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code; and Section 18943(c), Health and Safety Code.

HISTORY

1. Amendment of subsection (h) and new subsection (i) and new Figure E-1 filed 5-10-77; effective thirtieth day thereafter (Register 77, No. 20). For prior history, see Register 76, No. 29.
2. Amendment of subsection (i)(1)(B) filed 12-23-77; effective thirtieth day thereafter (Register 77, No. 52).
3. Amendment filed 5-25-83; effective thirtieth day thereafter (Register 83, No. 22.) Approved by State Building Standards Commission 1-24-83.
4. Amendment filed 5-26-83; effective thirtieth day thereafter (Register 83, No. 22.) Approved by State Building Standards Commission 1-24-83.
5. Amendment of Figure E-1 filed 12-4-2007; operative 1-3-2008 (Register 2007,

No. 49).

6. Change with out regulatory effect providing more legible figure F-1 filed 2-9-2009 pursuant to section 100, title 1, California Code of Regulations (Register 2009, No. 7).

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Council Synopsis

8A

March 1, 2016

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

Prepared by: Rich Fultz
Development Services Supervisor / City Land Surveyor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

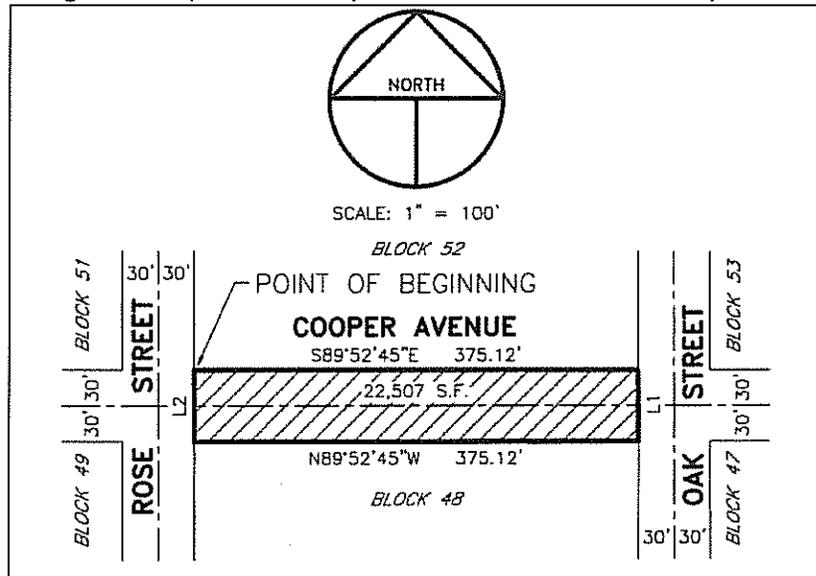
Motion: Determining that the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines having found that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment

Resolution: Declaring the intention to vacate that certain section of Cooper Avenue right-of-way between Rose Street and Oak Street (AB15-01)

2. DISCUSSION OF ISSUE:

In August 2015, the City of Turlock received a request from the Sacred Heart Church of Turlock to abandon the portion of Cooper Avenue between Oak and Rose streets in the City of Turlock (see Figure 1 below). The abandonment process is managed by the Turlock Engineering Division and requires approval by the City Council to declare the "Intention to Vacate" with an order to post the site and then hold a public hearing prior to making a determination to vacate or not vacate the existing city right-of-way. The abandonment is being requested to allow the church to consolidate two private school campuses – Sacred Heart Elementary School and Sacred Heart Catholic Pre-School. The reasons for the request are to improve student safety and reduce foot traffic through the area that lies between the two schools.

Figure 1: Depiction of Cooper Avenue Abandonment Request



ISSUE

State Law requires that the City Council of the City of Turlock authorize the abandonment of City-owned property, including street right-of-way. In making its decision, the City Council considers the report of the Planning Commission as to the conformity of the proposed abandonment with the Turlock General Plan. On January 7, 2016, the Planning Commission directed staff to provide City Council a report based on the comments made by the Commissioners. The Commission failed to pass a motion finding the proposed abandonment in conformance with the General Plan on a tie vote (3-3).

BACKGROUND

This is not the first time that the Sacred Heart Church has requested the abandonment of Cooper Street. In 1983, the Sacred Heart Church requested the abandonment of this portion of Cooper Avenue but the City Council denied the request after receiving a significant amount of opposition from the neighbors in the area.

In December 2001, the City of Turlock approved Minor Discretionary Permit 2001-32 that permitted the installation a seven foot cyclone fence and gates to enclose Cooper Avenue between Oak and Rose streets. This portion of Cooper Avenue is currently closed to through vehicular traffic during school hours (between 7:00 AM and 6:00 PM) but pedestrians can enter and pass through the site through existing, unlocked, pedestrian gates during this period of time. The gates do not limit pedestrian access, parking and vehicular through traffic during the balance of the day and on weekends.

In August 2015, the City of Turlock Engineering Division received interest from Sacred Heart Church to abandon Cooper Avenue between Oak and Rose streets. A community meeting was held by the Sacred Heart Church to solicit input from the neighborhood regarding the proposed abandonment. In summary, the primary concerns are increased traffic on adjacent roads, increased response times for emergency vehicles, removal of a public street, and reduced access and freedom of movement within the neighborhood. These comments are described in more detail below under "Community Input".

COMMUNITY INPUT

The City of Turlock Engineering Division notified all property owners on the current County Assessor's roll within 500 feet of the proposed abandonment and has also notified any additional members of the public that commented on the abandonment directly or attended the community meeting held by the Sacred Heart Church.

Attached in Exhibit "A" is the Planning Commission staff report with comment letters from concerned neighbors that were received prior to the Planning Commission meeting.

The concerns are:

1. The loss of public street access for a private purpose.
2. The blocking of free access to move within the neighborhood.
3. Increased response times for emergency vehicles.
4. Additional traffic on Lyons and Cahill streets due to diversion of traffic from Cooper Avenue.
5. Traffic back-ups on Cooper Avenue and Lyons Street from Canal to Cahill due to parents dropping children off on Colorado.
6. Speeding around Cooper Avenue to make up time lost due to its closure.
7. Lack of notification of street closures for church and school events.

In response to these concerns, the City Engineer reviewed the traffic and circulation of the neighborhood and determined that the removal of this single block of roadway from the street network is not likely to negatively impact the flow of vehicles in the area or increase response times for fire or police services. However, the closing of this block would affect pedestrian access for the surrounding neighborhoods. Travelers would need to use Lyons and Cahill streets instead of Cooper Avenue. For all intents and purposes, access is currently restricted under the approved Minor Discretionary Permit during weekdays between the hours of 7:00 AM and 6:00 PM, as it is not common knowledge that the pedestrian gates are not locked and the gates could be locked if the proper safety hardware were to be installed. Depending on how the property is enclosed, the number of parking spaces currently available on that portion of Cooper Avenue could be maintained, reduced or increased. Conceptual development plans have been provided to the City; however, no application has been made to construct these improvements (Exhibit B). If the

number of parking spaces were reduced, increased parking impacts during church services and special events could result. City staff has indicated that a public utility easement would need to be maintained over this portion of Cooper Avenue due to the existence of utilities in the street.

PLANNING COMMISSION REPORT

The Planning Commission considered the conformity of the request with the General Plan. As mentioned above, on a 3-3 tie vote, the Planning Commission failed to make a specific determination as to the conformity of the request. The report from the Planning Commission consists of the comments made by the Planning Commissioners. Those members that felt that the request was in conformity with the General Plan expressed that the request would improve the safety of the two school campuses as well as the neighborhood and would enhance the attractiveness of the neighborhood by allowing the church to make improvements to the campus. Those that did not find the request in conformity, were concerned that the neighbors' issues regarding parking and traffic could not be adequately addressed because there is no specific project that would allow conditions of approval to be imposed. This concern was expressed by all of the Commissioners.

CONCLUSION

Staff finds that there is no clear benefit nor detriment to the proposed vacation of right-of-way request. The action tonight to declare the intention to vacate sets in motion the following actions:

1. Directs the City Engineer to have notices posted along the line of the street proposed to be vacated at least 10 days before the date set for a public hearing. Said notices shall not be spaced more than 300 feet apart and shall be posted in no less than 3 locations within the proposed vacation;
2. Sets April 12, 2016 at 6 pm at City Hall as the location for a public hearing for all persons interested, for or objecting to said vacation to be heard, which said date is not less than 15 days from the passage of this resolution.

3. BASIS FOR RECOMMENDATION:

- A) Per the Streets and Highway Code, the City Council must approve all abandonments of public right-of-way.

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:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

The proposed action is not expected to result in any physical change to the environment. The applicant is not proposing to build any new buildings or structures that would impact the physical environment; therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines. The City Council must make a specific finding regarding this matter.

7. ALTERNATIVES:

A. Deny the abandonment request.



**AGENDA REPORT 1/7/16
GENERAL PLAN CONFORMITY DETERMINATION
FOR REQUEST TO ABANDON COOPER AVENUE
BETWEEN OAK AND ROSE STREETS**

TO: Planning Commission

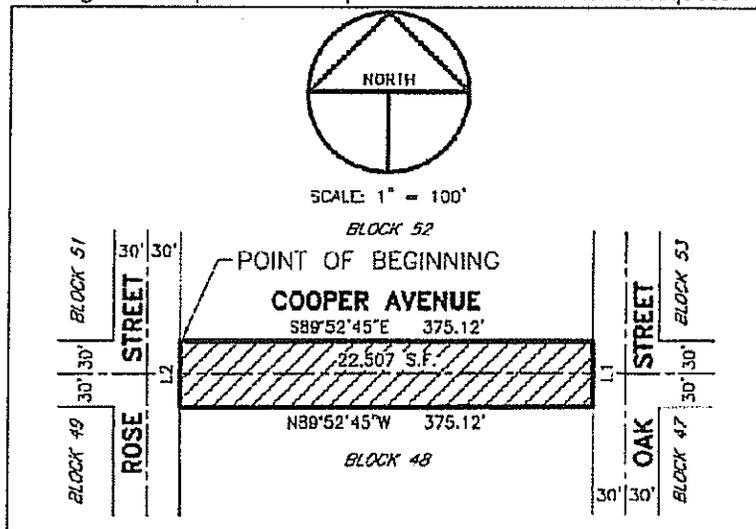
FROM: Debbie Whitmore, Deputy Director

SUBJECT: GENERAL PLAN CONFORMITY DETERMINATION FOR REQUEST TO ABANDON COOPER AVENUE BETWEEN OAK AND ROSE STREETS

REQUEST

In July 2015, the City of Turlock received a request from the Sacred Heart Church of Turlock to abandon the portion of Cooper Avenue between Oak and Rose streets in the City of Turlock (see Figure 1 below). The abandonment process is managed by the Turlock Engineering Division and requires approval by the City Council. The abandonment is being requested to allow the church to consolidate two private school campuses – Sacred Heart Elementary School and Sacred Heart Catholic Pre-School. The reasons for the request are to improve student safety and reduce foot traffic through the area that lies between the two schools.

Figure 1: Depiction of Cooper Avenue Abandonment Request



ISSUE

The City Council of the City of Turlock is the decision-making body for the abandonment request; however, pursuant to State Law, the Turlock Planning Commission is required to render a report to the City Council as to the conformity of the proposed abandonment with the Turlock General Plan. The City Council is required to take this report into consideration in making its decision to abandon this portion of Cooper Avenue.

BACKGROUND

The Sacred Heart Church requested the abandonment of this portion of Cooper Avenue in 1983. The City Council denied the request after receiving a significant amount of opposition from the neighbors in the area.

In December 2001, the City of Turlock approved Minor Discretionary Permit 2001-32 that permitted the installation a seven foot cyclone fence and gates to enclose Cooper Avenue between Oak and Rose streets. This portion of Cooper Avenue is currently closed to through traffic during school hours (between 7:00 AM and 6:00 PM). The gates limit pedestrian access, parking and vehicular through traffic during the balance of the day and on weekends.

In July, the City of Turlock Engineering Division received interest from Sacred Heart Church to abandon Cooper Avenue between Oak and Rose streets. A community meeting was held by the Sacred Heart Church to solicit input from the neighborhood regarding the proposed abandonment. In summary, the primary concerns are increased traffic on adjacent roads, increased response times for emergency vehicles, removal of a public street, and reduced access and freedom of movement within the neighborhood. These comments are described in more detail below under "Community Input".

GENERAL PLAN POLICY ANALYSIS

To determine whether the proposed abandonment is consistent with the General Plan, staff has identified several applicable General Plan policies and provided an analysis of the proposal's consistency with each policy. In order to determine that the proposal is consistent with the General Plan, the Planning Commission will need to weigh the policy analysis for each policy and determine whether the proposal overall is either consistent with or not consistent with the General Plan policies.

1. **CONTINUE GRIDDED STREET NETWORK:** The General Plan promotes the continuation of the gridded street network of streets that can be seen in Downtown Turlock and in the vicinity of the proposed abandonment.

ANALYSIS: The proposed abandonment would consolidate two city blocks, eliminating a connection in the existing gridded roadway network. Concerns have

been raised that the elimination of this connection would negatively impact traffic circulation and increase response times for police and fire services.

2. **FINE GRAINED ROAD NETWORK:** Policy 6.7-l of the General Plan promotes a fine grain of neighborhood development with streets and sidewalk sized and designed to promote outdoor use and walking. More specifically, the General Plan encourages a grid network of roadways of closely spaced streets in neighborhood centers. The maximum spacing between local streets is ideally 660 feet apart. In neighborhood centers, spacing that is closer to 400 feet is preferable. Similarly, Policy 6.3-e states that neighborhoods should be designed to maximize connectivity for automobiles, cyclists, and pedestrians by establishing a maximum of 660 feet between local streets.

ANALYSIS: Streets in the area surrounding the Sacred Heart Church campuses are typically spaced about 300 to 400 feet apart. If Cooper Avenue were to be abandoned between Oak and Rose streets, the resulting block would create a larger block with spacing between Cahill Avenue and Lyons Avenue of approximately 660 feet.

3. **DESIGN FOR PUBLIC SAFETY:** Policy 6.7-k of the General Plan promotes public safety and welfare through urban design that emphasizes access and connectivity, minimizes dead-end streets, provides ample visibility and lighting in public spaces, and encourages social interaction.

ANALYSIS: The request is being made to address public safety concerns for the children attending the Sacred Heart Elementary School and Pre-School. Elimination of the public street would improve the ability for school children to walk between the two campuses and will also allow the church to control access to the campus area by eliminating off-campus pedestrian traffic. However, by eliminating public access to the area, the proposed abandonment would reduce the level of access for the adjacent neighborhood. Pedestrians would be required to detour around the closure to Lyons or Cahill avenues to travel to the west.

4. **PRESERVATION OF EXISTING NEIGHBORHOODS:** Policy 6.2-c of the General Plan emphasizes the preservation of the scale and character of established neighborhoods.

ANALYSIS: The request would result in a minor change in the circulation and connectivity between the neighborhoods to the east to the commercial district to the west. If the campus were closed to outside foot traffic, as indicated in discussions with the project applicant, pedestrians traveling from these neighborhoods would be required to use Lyons and Cahill avenues instead.

The General Plan places significant emphasis on the grid pattern of streets and short blocks in the older parts of Turlock. This pattern of development permits greater freedom of movement, ease of access and a sharing of through-traffic between many

routes. In contrast, superblocks in the newer area of town create more inward-looking neighborhoods, limit movement choices, and result in increased traffic volumes on a more limited number of streets. The General Plan policies are intended to balance the efficiency and traffic flow capabilities found in the newer parts of town with the sense of proximity and ease of access that result from the older pattern of development in areas like this one.

The City Engineer has determined that the removal of this single block of roadway from the street network is not likely to negatively impact the flow of vehicles in the area or increase response times for fire or police services; however, the closing of this block would affect pedestrian access for the surrounding neighborhoods. Travelers would need to use Lyons and Cahill avenues instead of Cooper Avenue. This access is currently restricted under the approved Minor Discretionary Permit during weekdays between the hours of 7:00 AM and 6:00 PM. Depending on how the property is enclosed, the number of parking spaces currently available on that portion of Cooper Avenue could be maintained, reduced or increased. No development plans have been submitted with the abandonment application showing whether parking spaces along the existing street section would remain once the area is abandoned or if the parking would be reconfigured to create additional parking spaces. If the number of parking spaces were reduced, increased parking impacts during church services could result. City staff has indicated that a public utility easement would need to be maintained over this portion of Cooper Avenue due to the existence of utilities in the street.

COMMUNITY INPUT

The City of Turlock Engineering Division has notified all property owners on the current County Assessor's roll within 500 feet of the proposed abandonment and has also notified any additional members of the public that commented on the abandonment directly or attended the community meeting held by the Sacred Heart Church.

Attached are two comment letters from concerned neighbors that were received at the time this staff report was being prepared (Attachment 1). The concerns are:

1. The loss of public street access for a private purpose.
2. The blocking of free access to move within the neighborhood.
3. Increased response times for emergency vehicles.
4. Additional traffic on Lyons and Cahill avenues due to diversion of traffic from Cooper Avenue.
5. Traffic back-ups on Cooper and Lyons avenues from Canal to Cahill due to parents dropping children off on Colorado.
6. Speeding around Cooper Avenue to make up time lost due to its closure.
7. Lack of notification of street closures for church and school events.

SUMMARY

The decision before the Planning Commission is whether the abandonment of this portion of Cooper represents the proper balance of General Plan policies and therefore is consistent with the General Plan, or that the abandonment action is not consistent on balance with General Plan policies. The Planning Commission is not voting on whether or not to approve the abandonment request; however, the Planning Commission's report to the City Council on General Plan conformity must be taken into consideration by the City Council in making their decision on whether or not to approve the abandonment request. The City Engineer has determined that the potential impact on traffic, circulation and emergency vehicle response times is minimal. The proposed abandonment appears to create a superblock that is more typical in the newer parts of town and are not encouraged in Downtown Turlock which serves as a neighborhood center.

RECOMMENDED MOTION

Resolution

Option 1: Determining that the proposed abandonment of Cooper Avenue between Oak and Rose Streets is in conformity with the Turlock General Plan

I move that the Planning Commission determine that the proposed project is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) and determine that the proposed abandonment of Cooper Avenue between Oak and Rose streets is in conformity with the Turlock General Plan, having made the findings in Planning Commission Resolution 2016-01.

Option 2: Determining that the proposed abandonment of Cooper Avenue between Oak and Rose Streets is not in conformity with the Turlock General Plan

I move that the Planning Commission determine that the proposed abandonment of Cooper Avenue between Oak and Rose streets is not in conformity with the Turlock General Plan, having made the findings in Planning Commission Resolution 2016-02.

ATTACHMENT

1. Comment Letters

EXHIBITS

1. Draft Planning Commission Resolution 2016-xxx for Option 1
2. Draft Planning Commission Resolution 2016-xxx for Option 2

Veronica Schendel
1406 Cooper Ave
Property owner since 1950

Charleen Schendel
Joanne Schendel
1422 Cooper Ave

Six members of family are alumni of Sacred Heart School

This is the Third time we have had to attend one of these meetings when the school wants to close Cooper Street. With Mayor Bates, Mayor Andre and now Mayor Soiseth and usually when there is a new group at the school. This affects the neighborhood 365 days a year 24 hours a day. Those who are requesting to close the street are here a short period of time during the school year and Sundays, the school is closed during the summer. The permanent closure does not affect their daily quality of life but mine.

1. I Pay property taxes for street access and not for a playground/parking lot. Blocking my access to move freely around my neighborhood.
2. Emergency Services -- Fire House #1 located 3 min from my house, response time would be doubled with road closed permanently. With a 91 year old mother and other elderly in the neighborhood Ambulance services is a concern.
3. Traffic Study - Surrounding streets where traffic would be diverted is insufficient. Cahill and Marshall is the equivalent of a one lane road with parking on both sides. Lyons is in desperate need of being paved and then you have the church traffic. Bell dead ends at Canal. Traffic on Colorado during the day and on weekends with activities at the stadium and Community Theater.
4. Public safety -- Traffic from the south side of town is diverted to Colorado with Berkeley closed from 7 am - 9 PM every day during the school year. Parents use Colorado as a drop off/pick up zone during the school day between Cooper and Lyons and traffic backs up from Canal to Cahill.
5. My safety issue is Parishioners trying to get to church Saturday evenings and all day Sunday speeding around the corner at Colorado to get to church on time with little regard for the people who live in the area.

In the early 1960s Cooper Street was widened to accommodate the school district buses which not to many years ago 30 buses were parked on the corner of Cooper and Colorado. Now you are asking to close the widest road in the area permanently. It is no picnic living on this street between the school district, stadium and Sacred Heart. The residents have no say on any decisions that are being made. Maybe someone needs to pay attention.

July 30, 2015

Re: Sacred Heart School Request to Close Cooper Street

My name is Amy Boylan-Mendes and I have lived in the 1400 block of Cooper Street for nearly 20 years. In those 20 years both the Sacred Heart Parish and the school have closed Cooper Street between Rose and Oak for various reasons throughout each year. Aside from the school year closure from early morning to 6:00 pm in the evening, not once has the school or church informed/notified the neighborhood that the street would be closed to both car and foot traffic.

The Lady of Fatima parade in late September closes Cooper from church property to Colorado as well as the whole of Lyons Street and part of Colorado Avenue. Not once in the time since I have resided on Cooper has the church notified the residents of Cooper that the street would be closed. I realize that the city does not require the church or school to notify the residents impacted by the closure but it would be considerate of the church and school to inform the residents when the closures happen so the residents can plan their day's activities and travels around the street being unable to access.

My concerns are the following:

-The ability of emergency vehicles being able to reach Cooper street east of Oak Street in a timely matter without significant personal injury or property damage (I've called 911 when I had a fire in my A/C unit and watched the fire truck responding turn down Cooper, take a left on Rose, then a right on Lyons and another right on to Oak and finally a left onto Cooper and to my home).

-Simply not being able to drive down Cooper to Minaret when Cooper is a public street and thus the public should be able to have access to it.

-I was told that this meeting was for the "community" to voice their opinions, concerns etc. I believe strongly that those who live in the vicinity of Sacred Heart should be the "community". I feel that those of us who will be directly impacted on a daily basis by the closing of the street, should be considered the community. The community, in my

opinion, should represent those who live on Cahil, Cooper and Lyons as well as the cross streets that feed on to those streets; Bell, Oak, and Rose.

-I understand that the parents of the school have a vested interest in the gates being closed as do the members of the church. But in reality, the church and school are a private entity and therefore need to take responsibility for initiating and maintaining the proper measures for safety themselves.

-Closing a public street for a group of people's perceived need should not take precedence over the rights of the neighborhood and home owners to be able to move about freely on a public street.

-Finally my last concern is this... Sacred Heart School willingly broke a Federal Law by opening mailboxes and placing the letter of notification regarding this meeting into private mailboxes. The mail carrier saw this happening and removed the letters, notified his supervisor and gave her the letters. This brings up the fact that not everyone in the neighborhood has been notified of this meeting and has not been provided the opportunity to bring their concerns to the panel this evening.

Thank you for your time and attention in this matter.

Kindest regards,

Amy Boylan-Mendes

DRAFT RESOLUTION NO. 2016-01

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK
DETERMINING THAT THE ABANDONMENT OF COOPER AVENUE
BETWEEN OAK AND ROSE STREETS
IS CONSISTENT WITH THE TURLOCK GENERAL PLAN**

WHEREAS, the Sacred Heart Church of Turlock has requested the abandonment of a public street, Cooper Avenue, between Oak and Rose streets in Turlock, to consolidate the Sacred Heart Elementary School and Sacred Heart Pre-School campuses; and

WHEREAS, Government Code Section 65402(a) states that no street shall be abandoned or vacated until the Planning Commission has rendered its report as to the conformity of the proposed abandonment or vacation with the adopted general plan; and

WHEREAS, the Turlock Planning Commission has evaluated the proposal in light of the policies contained within the Turlock General Plan; and

WHEREAS, notification of the Planning Commission meeting set for January 7, 2016 was mailed to property owners within 500 feet of the proposed abandonment area; and

WHEREAS, in making its findings and determinations, the Turlock Planning Commission considered the staff report and testimony presented at their regular meeting of January 7, 2016.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Turlock does hereby find and determine as follows:

Section 1. The determination is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3) [Review for Exemption] as this determination does not have the potential to generate a significant effect on the environment, and/or Section 15301(c) [Existing Facilities] as Cooper Avenue is an existing street, and/or Section 15162 [Subsequent EIRs and Negative Declarations] as the determination is consistent with the General Plan and its Environmental Impact Report.

Section 2. That said abandonment is in conformance with the adopted General plan of the City of Turlock.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 7th day of January, 2016, by the following vote:

- AYES:
- NOES:
- ABSTAINED:
- ABSENT:

ATTEST: _____
Debra A. Whitmore
Deputy Director of Development Services (Planning) and
Secretary of the Turlock Planning Commission

DRAFT RESOLUTION NO. 2016-02

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF TURLOCK
DETERMINING THAT THE ABANDONMENT OF COOPER AVENUE
BETWEEN OAK AND ROSE STREETS
IS NOT CONSISTENT WITH THE TURLOCK GENERAL PLAN**

WHEREAS, the Sacred Heart Church of Turlock has requested the abandonment of a public street, Cooper Avenue, between Oak and Rose streets in Turlock, to consolidate the Sacred Heart Elementary School and Sacred Heart Pre-School campuses; and

WHEREAS, Government Code Section 65402(a) states that no street shall be abandoned or vacated until the Planning Commission has rendered its report as to the conformity of the proposed abandonment or vacation with the adopted general plan; and

WHEREAS, the Turlock Planning Commission has evaluated the proposal in light of the policies contained within the Turlock General Plan; and

WHEREAS, notification of the Planning Commission meeting set for January 7, 2016 was mailed to property owners within 500 feet of the proposed abandonment area; and

WHEREAS, in making its findings and determinations, the Turlock Planning Commission considered the staff report and testimony presented at their regular meeting of January 7, 2016.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Turlock does hereby find and determine that said abandonment is not in conformance with the adopted General Plan of the City of Turlock.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 7th day of January, 2016, by the following vote:

- AYES:
- NOES:
- ABSTAINED:
- ABSENT:

ATTEST: _____

Debra A. Whitmore
Deputy Director of Development Services (Planning) and
Secretary of the Turlock Planning Commission

Re: Abandonment 15-01 Sacred Heart Church of Turlock Notice of Intent to Abandon the 1200 Block of Cooper Avenue.

My name is Amy Boylan-Mendes and live at 1404 Cooper Ave. I am writing in opposition to the abandonment of the 1200 block of Cooper Ave for the following reasons:

- The street is presently closed between 7:00 am and 6:00 pm Monday-Friday as the Sacred Heart K-8 School and Pre-School is in session. This has been in place for a very long time as it has also been in place at Turlock high School with the closing off of Berkley Ave. during school hours.
- If the gates are unable to be locked during school hours due to Cooper Ave. being a public thoroughfare then why doesn't sacred heart School request a permit to lock the gates just as they have asked for permission/obtained permits to close the gates, have chain link fence placed on the gates and the closure of the neighborhood streets for their parades and celebration.
- How does closing it permanently due to safety issues of said students/children, ensure the safety of the students/children after 6:00 pm to 6:59 am when children are not attending classes nor are they at the pre-school?
- I feel that Sacred Heart Parish/School need to **fully disclose** what their actual intentions are to do with the land grab because as it stands now, their school children are better protected than those at the public schools in Turlock.

If the pedestrian gate is locked after school is in session it will stop any unwanted traffic on to school property. None of the public schools in Turlock are provided this level of security; i.e. not one campus in the city has a completed fenced campus allowing no one in the campus. This bring up another question, how is it that the safety 260+ children attending a private institution are more important than the thousands of children attending the public schools in Turlock?

Safety Concerns for the neighborhood, especially those neighbors located in the 1300 and 1400 blocks of Cooper Ave.

- The ability of emergency vehicles being able to reach Cooper street east of Oak Street in a timely matter without significant personal injury or property damage.
- It was stated in the Modesto Bee on December 24, 2015, "The City engineer has determined that the removal of this single block of roadway from the street network is not likely to negatively impact the flow of vehicles in the area or **Increase response times** for fire or police services"
- No one is questioning the increase of response times! What the concern is, is the DECREASED response times!!
- In the spring of 2001 I had to call 911 due to a fire in my A/C unit and watched the fire truck responding turn down Cooper, take a left on Rose, then a right on Lyons and another right on to Oak and finally a left onto Cooper and to my home.
- It's been said that the fire department and police services will and should know that Cooper will be closed but yet on the occasion that I called for assistance the fire depart still turned off of Minaret onto Cooper Ave.
- The added traffic on Cahil and Lyons Streets: These are both narrow streets and have heavy curb parking by residents making it difficult to maneuver with traffic traveling in both directions.

Cooper Ave. as a public street:

- Cooper Ave. has been a public street long before Sacred Heart School came into existence.
- The public street has been maintained by public funds, via taxes paid to the City of Turlock and should be maintained as a public street for those moving in and around the area.

Parking Problems and Impact on Neighborhood:

- On Sunday, 01/03/2016, there were a total of 28 vehicles parked in the 1200 block of Cooper Ave. This number includes the vehicles parked in the pre-school parking lot. There were three empty parking spaces in the pre-school parking lot, so the number of vehicles could be as high as 31 or even higher depending on the type of vehicles parked.

- Where will these vehicles park if the 1200 block of Cooper Ave is not available as well as the Preschool parking lot not being accessible due to the street closure?
- The streets around the church are already impacted with parked cars as it is.

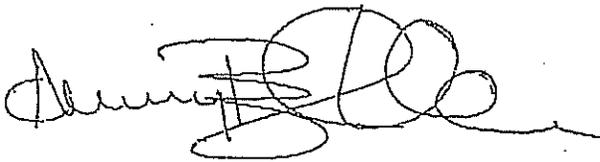
Addressing vehicle traffic on Cooper, Cahill and Lyons:

- Since stop signs were placed on Cooper Ave. at Rose and Oak the risk of accidents has greatly lessened.
- There continues to be a great deal of traffic in the mornings Monday thru Friday throughout the school year, but that is expected and tolerated with school being in session both at Sacred Heart and Turlock High School.
- The parents and care givers dropping their children off for school at Sacred Heart need a gentle reminder to slow down while driving on Cooper Ave as there are children walking to the high school and Julien Elementary at the same time.

Conclusion: If Sacred Heart finds the school children to be in harm's way due to the foot traffic and vehicle traffic in and around the school maybe the best decision is to move the school to another location, one that is free of the homeless and the traffic of a neighborhood setting.

Thank you for your time and consideration.

Kindest regards,



Amy Boylan-Mendes

July 30, 2015

Re: Sacred Heart School Request to Close Cooper Street

My name is Amy Boylan-Mendes and I have lived in the 1400 block of Cooper Street for nearly 20 years. In those 20 years both the Sacred Heart Parish and the school have closed Cooper Street between Rose and Oak for various reasons throughout each year. Aside from the school year closure from early morning to 6:00 pm in the evening, not once has the school or church informed/notified the neighborhood that the street would be closed to both car and foot traffic.

The Lady of Fatima parade in late September closes Cooper from church property to Colorado as well as the whole of Lyons Street and part of Colorado Avenue. Not once in the time since I have resided on Cooper has the church notified the residents of Cooper that the street would be closed. I realize that the city does not require the church or school to notify the residents impacted by the closure but it would be considerate of the church and school to inform the residents when the closures happen so the residents can plan their day's activities and travels around the street being unable to access.

My concerns are the following:

- The ability of emergency vehicles being able to reach Cooper street east of Oak Street in a timely matter without significant personal injury or property damage (I've called 911 when I had a fire in my A/C unit and watched the fire truck responding turn down Cooper, take a left on Rose, then a right on Lyons and another right on to Oak and finally a left onto Cooper and to my home).
- Simply not being able to drive down Cooper to Minaret when Cooper is a public street and thus the public should be able to have access to it.
- I was told that this meeting was for the "community" to voice their opinions, concerns etc. I believe strongly that those who live in the vicinity of Sacred Heart should be the "community". I feel that those of us who will be directly impacted on a daily basis by the closing of the street, should be considered the community. The community, in my

opinion, should represent those who live on Cahil, Cooper and Lyons as well as the cross streets that feed on to those streets; Bell, Oak, and Rose.

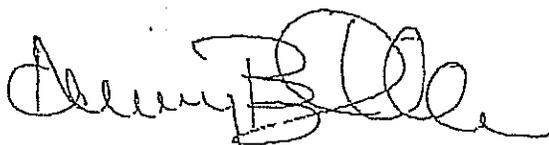
-I understand that the parents of the school have a vested interest in the gates being closed as do the members of the church. But in reality, the church and school are a private entity and therefore need to take responsibility for initiating and maintaining the proper measures for safety themselves.

-Closing a public street for a group of people's perceived need should not take precedence over the rights of the neighborhood and home owners to be able to move about freely on a public street.

-Finally my last concern is this...Sacred Heart School willingly broke a Federal Law by opening mailboxes and placing the letter of notification regarding this meeting into private mailboxes. The mail carrier saw this happening and removed the letters, notified his supervisor and gave her the letters. This brings up the fact that not everyone in the neighborhood has been notified of this meeting and has not been provided the opportunity to bring their concerns to the panel this evening.

Thank you for your time and attention in this matter.

Kindest regards,

A handwritten signature in black ink, appearing to read 'Amy Boylan-Mendes'. The signature is stylized and cursive, with a large initial 'A' and 'B'.

Amy Boylan-Mendes

Veronica Schendel
1406 Cooper Ave
Property owner since 1950

Charleen Schendel
Joanne Schendel
1422 Cooper Ave
668-3247
Property in family since 1953

Abandonment 15-01 Sacred Heart School

This is the Third time the school has requested the closure of Cooper Street. With Mayor Bates, Mayor Andre and now Mayor Soiseth and usually when there is a new group at the school. This affects my neighborhood during the school year and Sundays, the school is closed during the summer. The permanent closure does not affect their daily quality of life but mine.

1. I Pay property taxes for street access and not for a playground/parking lot. Blocking my access to move freely around my neighborhood.
2. Emergency Services – Fire House #1 located 3 min from my house, response time would be doubled with road closed permanently. With a 91 year old mother and other elderly in the neighborhood Ambulance services is a concern.
3. Traffic Study - Surrounding streets where traffic would be diverted is insufficient. Cahill and Marshall is the equivalent of a one a lane road with parking on both sides. Lyons is in desperate need of being paved and then you have the church traffic. Bell dead ends at Canal. Traffic on Colorado during the day and on weekends with activities at the stadium and Community Theater. Someone needs to come to this end of Cooper and observe the traffic which I'm sure the people from the church/school have never seen. You're closing the widest street in the neighborhood.
4. Public safety – Traffic from the south side of town is diverted to Colorado with Berkeley closed from 7 am – 9 PM every day during the school year. Parents use Colorado as a drop off/pick up zone during the school day between Cooper and Lyons and traffic backs up from Canal to Cahil.

In the early 1960s Cooper Street was widened to accommodate the school district buses which not to many years ago 30 buses were parked on the corner of Cooper and Colorado. Now you are asking to close the widest road in the area permanently. It is no picnic living on this street between the school district, stadium and Sacred Heart. The residents have no say on any decisions that are being made. Maybe someone needs to pay attention.

January 4, 2016

To: City of Turlock Planning Commission

From: Rusty Baez, Sacred Heart School Advisory Council member

Subject: Sacred Heart School's Request for the Abandonment of Cooper Ave.

I currently serve on the School Advisory Council chairing its facilities and maintenance committee. As the owner of an industrial design company here in Turlock I volunteer my assistance and services with all school improvement projects. I feel it is important for the planning commission to understand the school's approach to this request.

Because of the recent violence occurring throughout our country my committee has been tasked with recommending solutions to securing our school. Carrie Gosnell, a Sacred Heart parent approached me about her concern after observing a homeless person accessing the children's playground drinking fountain. Working together we decided to expand our objectives to not just securing the school but to try to provide additional site parking and develop a beautification plan of the main entrance and of the playgrounds perimeter. We also organized a community meeting to present a preliminary concept and hear neighbor's comments as well as trying to incorporate any good ideas that were voiced. Although no actual project has been finalized or submitted to the city, all future developing concepts will incorporate the following:

Securing the school site and children's playground with controlled access gates.

Because we live in different times this has become very common at schools, large facilities, and events. Elementary children are more of a concern since they need direction in a panic situation. It doesn't seem logical to close the gates from 7am to 6pm then open the playground to overnight activity only to lock them early in the morning and allow children to play about. I have been told syringes, crack pipes, alcohol containers, cigarette butts, trash, and even condoms have been found.

Provide additional parking spaces relieving some congestion.

It is no secret that during church services, parish and school events that the surrounding neighborhood is impacted with vehicle parking. This facility is landlocked and does its best to provide parking areas, playground areas, and learning facilities. No project will solve the parking problem but perhaps could relieve it a little.

Beautification of the school entrance and yard areas.

All facilities or public centers could use a fresh look at some point. The school is very old and in need of such improvements. We hope to have ornamental iron fencing and gates in

January 7, 2016

ADDITIONAL QUESTION

Re: Abandonment 15-01 Sacred Heart Church of Turlock Notice of Intent to Abandon the 1200 Block of Cooper Avenue.

Addressing the pedestrian gates at Oak and Rose Street's:

Is it possible to have an amendment to the permits already in place, that allow for the gates/fencing to be drawn closed from Monday-Friday, 7:00 am to 6:00 pm during the school year, to include the locking of the pedestrian gates?

It goes with understanding that the pedestrian gates being locked would help ensure the safety of the children that are on campus at the time listed above, as well as allowing the gates to be opened when school children are not present.

This would be a win-win for both Sacred Heart School as well as for the neighborhood. I would appreciate a response to my question or email regarding this question and if it is a possibility. Thank you for your time and consideration in this matter.

Kindest regards,

Amy Boylan-Mendes
1404 Cooper Ave, Turlock, CA
Phone: 209-262-8144
Email: amyboylanmendes@gmail.com

Mike Pitcock

From: Rich Fultz
Sent: Thursday, January 07, 2016 5:28 PM
To: Mike Pitcock
Subject: Fwd: Cooper Ave abandonment

FYI last minute

Sent from my iPhone

Begin forwarded message:

From: Patrick Williams <padraik@gmail.com>
Date: January 7, 2016 at 5:22:00 PM PST
To: rfultz@turlock.ca.us
Subject: Cooper Ave abandonment

Dear Rich,

Sorry this is last minute, and minutes late-we've been out of town for the holidays and didn't receive it until recently.

For what it's worth, my family lives on the corner of Lyons Ave & Bell and we see the effects of traffic during normal services at the church. We've had instances of minor "gridlock" when people are trying to get into the parking lot and blocking Lyons Ave in both directions. It seems like closure to Cooper would exacerbate this issue.

I'm wondering if any traffic study has been done to see what permanent closure of Cooper St will have on the surrounding streets. Given the shape that Lyons Ave is in currently would the increased traffic result in further slowdowns on the street, and erode the streets even faster than usual?

I have other questions, but this is what comes to mind immediately as I try to squeeze the deadline for responses.

Sincerely,
Patrick Williams
(1328 Lyons)

EXHIBIT B

February 4, 2016

To: Turlock City Council

From: Rusty Baez, Sacred Heart School Advisory Council member

Subject: Sacred Heart School's Request for the Abandonment of Cooper Ave.

I currently serve on the School Advisory Council chairing its facilities and maintenance committee. As the owner of an industrial design company here in Turlock I volunteer my assistance and services with all school improvement projects. I feel it is important for the City Council to understand the school's approach to this request.

Because of the recent violence occurring throughout our country my committee has been tasked with recommending solutions to securing our school. Carrie Gosnell, a Sacred Heart parent approached me about her concern after observing a homeless person accessing the children's playground drinking fountain. Working together we decided to expand our objectives to not just securing the school but to try to provide additional site parking and develop a beautification plan of the main entrance and of the playgrounds perimeter to enhance the neighborhood as well. We also organized a community meeting to present a preliminary concept and hear neighbor's comments as well as trying to incorporate any good ideas that were voiced. Although no actual project has been finalized or submitted to the city, all future developing concepts will incorporate the following:

Securing the school site and children's playground with controlled access gates.

Because we live in different times this has become very common at schools, large facilities, and events. Elementary children are more of a concern since they need direction in a panic situation. It doesn't seem logical to close the gates from 7am to 6pm then open the playground to overnight activity only to lock them early in the morning and allow children to play about. I have been told syringes, crack pipes, alcohol containers, cigarette butts, trash, and even condoms have been found.

Provide additional parking spaces relieving some congestion.

It is no secret that during church services, parish and school events that the surrounding neighborhood is impacted with vehicle parking. This facility is landlocked and does its best to provide parking areas, playground areas, and learning facilities. No project will solve the parking problem but perhaps could relieve it a little.

Beautification of the school entrance and yard areas.

All facilities or public centers could use a fresh look at some point. The school is very old and in need of such improvements. We hope to have ornamental iron fencing and gates in

lieu of chain-link with planting areas and landscaped parking islands so when neighbors or parents do stroll past the campus it could be visually enjoyable.

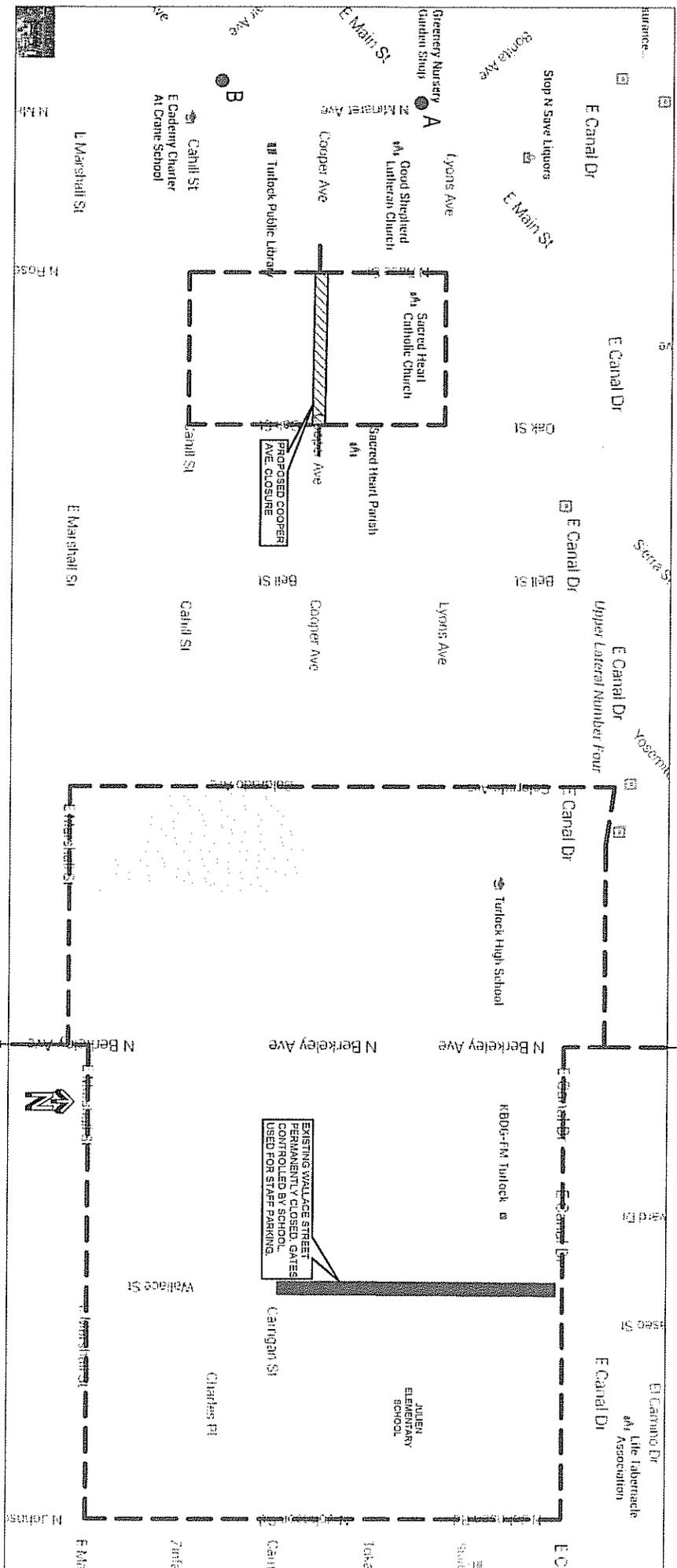
Coming up with a plan that satisfies all of these ideas will take some time, money, and cooperation but any concept implementing the abandonment of Cooper Ave will only enhance the improvements described above. Attached you will find the preliminary concept that incorporated these ideas and was shared with city staff and neighbors at the community meeting.

Finally there has been much comparison of this proposal to the closure of Berkeley Ave between Canal Dr. and Marshall St. However, reviewing another attachment you will see that our proposal results in a rerouting of hundreds of feet where as the Berkeley Ave closure results in a rerouting of thousands of feet. A fair comparison would be to the permanent closure of Wallace St, between Julien School and Turlock High School, where school staff controls the gates, provides staff parking, and allows emergency vehicles to access. Our proposal is similar with the exception of adding landscaping along public walkways. I know change can be difficult and may take years but I envision this project as a win both aesthetically for the neighborhood and in securing safety for the school.

Regards,

Rusty Baez

<attachments enclosed>



TO KEYES RD.

TO S. GOLDEN STATE BLVD.

EXISTING WALLAGE STREET
PERMANENTLY CLOSED. GATES
CONTROLLED BY SCHOOL.
USED FOR STAFF PARKING.

PROPOSED COOPER
AVE CLOSURE



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE }
INTENTION TO VACATE THAT CERTAIN }
SECTION OF COOPER AVENUE RIGHT-OF- }
WAY BETWEEN ROSE STREET AND OAK }
STREET (ABANDONMENT 15-01) }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City Council of the City of Turlock hereby elects to proceed under the Streets and Highway Code §8300; and

WHEREAS, the City Council of the City of Turlock hereby declares its intention to vacate that certain section of Cooper Avenue between Rose Street and Oak Street; and

WHEREAS, on April 12, 2016, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard, at the City Council Meeting held in the Yosemite Community Room on the 2nd floor of City Hall, 156 S. Broadway, Turlock, California, is hereby set as the date, time and place for all persons interested, for or objecting to said vacation to be heard, which said date is not less than 15 days from the passage of this resolution; and

WHEREAS, The City Engineer is hereby directed to have notices posted along the line of the street proposed to be vacated at least 10 days before the date set for a public hearing. Said notices shall not be spaced more than 300 feet apart and shall be posted in no less than 3 locations within the proposed vacation. Each posted notice shall state the passage of the Intent to vacate resolution and the date, time and place of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby declare the Intention to vacate that certain section of Cooper Avenue between Rose Street and Oak Street.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

March 1, 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: Adopting a multi-pronged, collision reduction strategy for public safety

2. DISCUSSION OF ISSUE:

On February 9, 2016, Staff submitted a report to the Council that analyzed traffic collision data for calendar year 2015, as well as proposed a collision reduction strategy for future years. The Council was supportive of the steps identified in the strategy, but the Mayor requested that Staff review the time frames identified to speed up implementation. Accordingly, the revised strategy has an accelerated time frame for completion.

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 March and April 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 April 2016; and
- b. Identify key concepts, both based on importance as well as trending, reoccurring issues within the community by April 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 May 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 April 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 by April 2016.
 - 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. The first meeting will occur in March 2016.

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 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 \$2,000 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.



Council Synopsis

March 1, 2016

80

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 report on accessibility compliance for calendar year 2015 within the City of Turlock

2. DISCUSSION OF ISSUE:

On May 13, 2014, the Council adopted a revision to the City's Americans with Disabilities Act (ADA) Transition Plan as prepared by Sally Swanson Architects. This document outlines the barriers to accessibility that exist within the public right-of-way, to include parks, buildings, traffic signals, curb ramps and public sidewalks. The purpose of this plan is to identify and prioritize barriers for removal based on priority and severity ratings influenced by professional judgment and stakeholder input. All of the identified barriers were added to an electronic database with updates made as new barriers are identified or previous barriers are removed.

Since that time the City has continued to fix or completely replace non-compliant curb ramps when performing non-maintenance related roadway work, resulting in the repair or replacement of 94 curb ramps spanning twelve capital projects. These improvement represent an approximate value of \$470,000. A majority of the funds are state or federal grant funds, allowing the City to leverage external funding sources to make much needed improvements.

The City's sidewalk repair program, managed through the Parks, Recreation and Public Facilities Department, helps facilitate the repair of sidewalks by adjacent property owners, as required under the California Streets and Highways Code. In 2015 there were 111 sidewalks repaired at various locations throughout the City, improving safety and accessibility for all pedestrians.

Since funding is a major factor in making any infrastructure improvements the City continues to pursue grant funding opportunities, such as those provided under the Active Transportation Program (ATP), to ensure that priority improvements can be made using state and federal funds. In 2015 the City was

successful in receiving state funding of \$1.08 million for two projects, both of which include accessibility improvements, with a total project cost of \$1.5 million.

The City continues to maintain high standards for developers as well, requiring that all new developments, as well as those making significant changes to existing facilities, repair or replace impacted accessible facilities to ensure compliance with state and federal accessibility requirements.

In addition to infrastructure improvements, the City also seeks to improve the programs, policies and procedures of the City through a comprehensive "self-evaluation" also required under ADA. This task was included in the scope of work under City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." However, a review of the final deliverables by an ADA consultant hired by the California Department of Transportation (CalTrans) identified that this component was missing, so the City has re-engaged the services of Sally Swanson Architects to provide this missing work. This additional work is being performed at no additional cost to the City. A team of staff members from each City department is currently engaged in gathering the required information with a final self-evaluation report expected by the end of the current fiscal year.

3. BASIS FOR RECOMMENDATION:

- A. This report demonstrates the City's commitment towards making accessibility improvements in a strategic manner.

Strategic Plan Initiative:

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 #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. *Access to transit and non-motorized options.*
- #8. *Ensure the safety and accessibility of the public sidewalk system.*

Action Item:

#23. Update the ADA Transition Plan to reflect completed improvements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the provided report and request changes for resubmission.



Council Synopsis

March 1, 2016

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010, and authorizing the Mayor or Interim City Manager to execute all necessary documents in connection with the sale

Resolution: Authorizing the sale proceeds from the disposition of 1030 East Avenue to be deposited into Fund 110 "General Fund"

2. DISCUSSION OF ISSUE:

The subject parcel first came into use in 1941 as a youth center, in a time period when the City of Turlock's populations was less than 5,000 according to the U.S. Decennial Census. The facility was previously used for recreation programming and group events accommodating smaller numbers of individuals. Up to the fall of 2011, the facility was only being used to host dance classes and was sporadically rented for community events. Unfortunately, the age of the facility also required significant maintenance and caused compliance challenges due to its lack of accessible restroom facilities.

In November 2011, Council entered into a two (2) year lease agreement with the Turlock Gospel Mission for the use of the facility which resulted in the relocation of the City's dance program and the elimination of any facility rentals at that location. The impact to the Recreation Department's programming and the community's access to public facility rentals was not significant and actually created a savings in staff time and financial contributions from the general fund. The temporary leasing of the building to the Turlock Gospel Mission for a two year period confirmed that the demand for city facilities can be served without this property. Selling the subject property does not create a deficiency in

Fiscal Impact – There are no deed restrictions on the East Avenue property nor are there any financial restrictions relative to the sales proceeds.

5. CITY MANAGER'S COMMENTS:

Recommends approval

6. ENVIRONMENTAL DETERMINATION:

The Turlock Planning Commission took action on February 4, 2016 to determine that the disposition (sale) of real property located at 1030 East Avenue, Turlock (APN #043-050-016), is in conformity with the Turlock General Plan. No other environmental review or other findings are required.

7. ALTERNATIVES:

- A. The City Council could choose not to sell the subject parcel. This option is not recommended as a long term viable option to serve the community.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE } RESOLUTION NO. 2016-t
PURCHASE AND SALE AGREEMENT BY }
AND BETWEEN THE CITY OF TURLOCK }
AND TURLOCK COLUMBIAN PROPERTIES, }
INCORPORATED, ALSO KNOWN AS }
KNIGHTS OF COLUMBUS, FOR THE REAL }
PROPERTY LOCATED AT 1030 EAST }
AVENUE, TURLOCK, CALIFORNIA, }
MORE PARTICULARLY DESCRIBED AS }
STANISLAUS COUNTY ASSESSOR'S }
PARCEL NO. #042-037-010 AND }
AUTHORIZING THE MAYOR OR INTERIM }
CITY MANAGER TO EXECUTE ALL }
NECESSARY DOCUMENTS IN CONNECTION }
WITH THE SALE }

WHEREAS, the subject parcel first came into use in 1941 as a youth center, in a time period when the City of Turlock's populations was less than 5,000 according to the U.S. Decennial Census. The facility formerly known as the "Youth Center", located at 1030 East Avenue, was previously used for recreation programming and group events accommodating smaller numbers of individuals; and

WHEREAS, up to the fall of 2011, the facility was only being used to host dance classes and was sporadically rented for community events. Unfortunately, the age of the facility also required significant maintenance needs and caused compliance challenges due to its lack of accessible restroom facilities; and

WHEREAS, the temporary leasing of the former Youth Center building to the Turlock Gospel Mission for a two year period confirmed that the demand for community centers can be served without the 1030 East Avenue facility. Selling the subject property does not create a deficiency in community facilities; and

WHEREAS, the sale does not include the existing cell tower that was located to the 1030 East Avenue site when it was relocated from the old Fire Station #1. The City, as a public entity has refined the parcel's legal description to exempt that 21 foot by 21 foot pad from the sale; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase and sale agreement by and between The City of Turlock and Turlock Columbian Properties, Incorporated, also known as the Knights of Columbus for the real property located at 1030 East Avenue, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 042-037-010, for the purpose of disposing of the city facility as depicted in Attachment A and authorizing the Mayor or Interim City Manager to execute all necessary documents in connection with the sale

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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



**PURCHASE AND SALE AGREEMENT
between**

**TURLOCK COLUMBIAN PROPERTIES, INCORPORATED
and
THE CITY OF TURLOCK**

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 1st of March, 2016 (hereinafter "Effective Date") between **TURLOCK COLUMBIAN PROPERTIES, INCORPORATED** (hereinafter "Buyer") and **THE CITY OF TURLOCK**, a municipal corporation (hereinafter "Seller").

RECITALS

WHEREAS, Seller is owner in fee of the real property located at 1030 East Avenue also known as (APN # 043-050-016) in Turlock, California, more fully described on Exhibit A attached hereto; and

WHEREAS, Seller desires to sell the Property; and

WHEREAS, Buyer desires to purchase the Property; and

WHEREAS, Seller is willing to sell the Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within thirty (30) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the thirty-day period. The parties, by extension in escrow, may extend the escrow beyond the thirty-day period. It is the desire of the parties to close escrow as soon as possible.

OK for Agenda
JMM

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer which will be Stewart Title of California, Inc.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the "general provisions" of Escrow Holder's pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property.

2.02 Total Purchase Price. The total purchase price for the Property shall be \$ 245,000. (Two hundred forty five thousand dollars only) payable at the time of title transfer.

2.03 Escrow costs are to be shared equally between buyer and seller.

2.04 There are no allowances for repairs.

ARTICLE III SELLER'S REPRESENTATIONS AND WARRANTIES

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state,

local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V
ESCROW CLOSING COSTS

5.01 All costs of escrow shall be shared equally between Buyer and Seller.

ARTICLE VI
TITLE INSURANCE

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII
ESCROW PROVISIONS

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be effected through an escrow opened by Seller at **Stewart Title of California, Inc., 2030 W. Monte Vista Ave. Turlock, CA 95382, (209) 632-2341**

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

- (a) The Turlock City Council shall have approved or ratified this Agreement;
- (b) Buyer shall have deposited with Escrow Holder the total amount specified in section 2.02 herein;
- (c) Buyer shall not be in breach or default of any provision herein;
- (d) Buyer's warranties and representations as set forth herein are true as of the close of escrow;
- (e) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;

- (f) Seller shall not be in breach or default of any provision herein;
- (g) Seller's warranties and representations as set forth herein are true as of the close of escrow; and
- (h) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement.
- (i) Escrow shall close concurrently with Buyer's sale of 432 South Broadway, Turlock.

7.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) A grant deed or deeds to the property;
- (b) Such other documents necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The amount set forth in section 2.02; and
- (b) Such other documents which are necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

- (a) prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;
- (b) deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;
- (c) deliver to Seller the amount set forth in Section 2.02; and
- (d) perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

- (a) to Seller, a proposed and final Seller's closing statement;

- (b) to Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;
- (c) to Seller, recorded copies of the deed;
- (d) to Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance; and
- (e) to Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE VIII HAZARDOUS MATERIALS

8.01 Hazardous Materials Defined. The term "hazardous materials" when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), and the Hazardous Waste Control law (Health and Safety Code sections 25100-25250.25). "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule or regulation.

8.02 Representations and Acknowledgments. Seller represents that to the best of its knowledge no hazardous materials are located on or under Property. Buyer acknowledges that Property has not recently been inspected for the presence of hazardous materials on or under Property.

8.03 Purchase of Property "As-Is." Buyer agrees that, as of close of escrow, it will be acquiring Property in "as-is" condition with all faults and conditions then existing on Property, including any hazardous substances or hazardous wastes that may be located on, under, or around Property, whether known or unknown. Buyer assumes all responsibility for such faults and conditions. Buyer expressly preserves its rights against other parties and does not release or waive its rights to contribution against any other party.

8.04 Indemnification and Hold Harmless Agreement. Buyer hereby agrees to indemnify and hold harmless Seller from and against any and all costs, damages, claims, and liabilities, including reasonable attorney's fees, foreseeable or unforeseeable, directly or indirectly arising from any release, treatment, use, generation, storage, or disposal of hazardous materials on, under, or from the property at any time before or after close of escrow, including, without limitation, the cost of any required or necessary remediation or removal of such hazardous materials, any costs of repair of improvements on Property or surrounding properties necessitated by such remediation or removal and costs of any testing, sampling or other

investigation or preparation of remediation or other required plans undertaken prior to such remediation or removal. Buyer expressly preserves its rights against other parties and does not release or waive its rights to contribution against any other party.

ARTICLE IX
ENVIRONMENTAL SURVEY

9.01 During the terms of this Agreement, the Buyer, its agents, contractors, and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon the Property.

ARTICLE X
WAIVER OF PROVISIONS

10.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE XI
NOTICES

Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER: Michael Cooke, Interim City Manager
City of Turlock
156 South Broadway, Suite 230
Turlock, California 95380-5454
(209) 668-5540
FAX (209) 668-5668

TO BUYER: Turlock Columbian Properties Incorporated
432 South Broadway
Turlock, CA 95380
(209) 985-2526

ARTICLE XII
BINDING EFFECT

12.01 This Agreement is binding upon the heirs, successors, and assigns of the parties.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

13.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

13.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

13.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

13.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

13.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

13.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

13.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

13.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

EXECUTION

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

SELLER:

BUYER:

CITY OF TURLOCK, a municipal corporation

**TURLOCK COLUMBIAN PROPERTIES,
INCORPORATED**

By: _____
Gary Soiseth, Mayor

By: _____
Anthony J. Silva

or

Michael I. Cooke, Interim City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM :

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to in this Purchase and Sale Agreement is situated in the State of California, County of Stanislaus, and is described as follows:

All of Block 14 as shown on the Official Map of Turlock filed in Volume 9 of Maps, at Page 25, Stanislaus County Records.

Excepting therefrom the following described property:

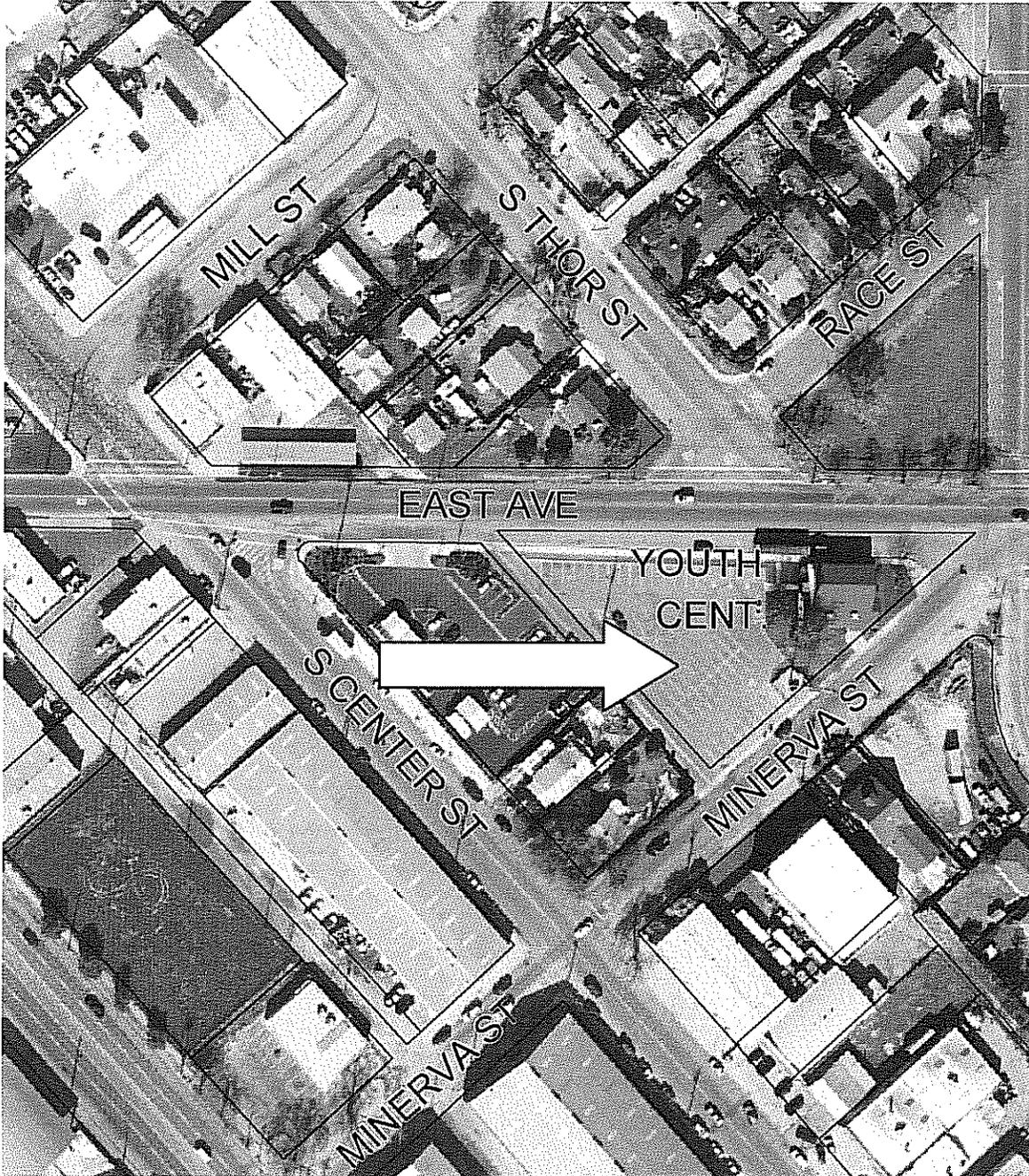
A portion of Block 14 of the Official Map of the City of Turlock filed in Volume 9 of Maps, at Page 25, Stanislaus County Records. Located in Section 23, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the most southerly corner of said Block 14, being the intersection of the northwesterly line of Minerva Street and the northeasterly line of the 16.00 foot wide alley as shown on said Official Map of the City of Turlock filed in Volume 9 of Maps, at Page 25; thence North 47°57'07" East along said northwesterly line of Minerva Street, a distance of 83.88 feet to the point of beginning; thence continuing North 47°57'07" East along said northwesterly line of Minerva Street, a distance of 30.00 feet; thence North 42°02'53" West, a distance of 30.00 feet to a line 30.00 feet northwest of and parallel with said northwesterly line of Minerva Street; thence South 47°57'07" West along said line 30.00 feet northwest of and parallel with the northwesterly line of Minerva Street, a distance of 30.00 feet; thence South 42°02'53" East, a distance of 30.00 feet to the point of beginning.

Containing 900 square feet

EXHIBIT "B"

DIAGRAM OF REAL PROPERTY



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
SALES PROCEEDS FROM THE }
DISPOSITION OF 1030 EAST AVENUE TO }
BE DEPOSITED INTO FUND 110 "GENERAL }
FUND" }

RESOLUTION NO. 2016-

WHEREAS, the 1030 East Avenue facility has remained vacant since the end of the lease with the Turlock Gospel Mission and no recreation programming has resumed in the building. The building has been idle as staff has deliberated the options for the future of the building; and

WHEREAS, in its action of February 4, 2016, the Planning Commission took action to determine that the disposition (sale) of real property located at 1030 East Avenue, Turlock (APN #043-050-016), is in conformity with the Turlock General Plan; and

WHEREAS, the sale does not include the existing cell tower that was relocated to the 1030 East Avenue site from the old Fire Station #1 (at the time this station was rebuilt). The City, as a public entity, has refined the parcel's legal description to exempt that 21 foot by 21 foot pad from the sale.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sales proceeds from the disposition of 1030 East Avenue to be deposited into Fund 110 "General Fund".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 1st day of March, 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

March 1, 2016

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Affirming the City Manager's action of having signed and submitted an application to serve as the Administrative Entity and Statement of Certifications for the State of California Emergency Solutions Grant (ESG) Program

2. DISCUSSION OF ISSUE:

The State of California Department of Housing and Community Development (HCD or Department) administers the Emergency Solutions Grants (ESG) program with funding received from the U.S. Department of Housing and Urban Development (HUD). The federal ESG program provides funding to (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless. The annual allocation to be administered annually is approximately \$285,000. Currently, there is two years of funds available to the local Administrative entity in the amount of \$569,976.

Over the past two years, the Department has worked with our HUD technical assistance consultant, Abt Associates, and ESG stakeholders to redesign the State's ESG program. The redesign is intended to accomplish the following:

- Align State ESG with federal ESG and the HEARTH Act;
- Increase coordination of State ESG investments with local homelessness systems and investments;
- Invest in the most impactful activities based on key performance goals and outcomes;
- Shift from an intensive provider competition to locally reliable funding and more streamlined administration; and
- Improve geographic distribution of funding.

Under this program design, the Department has established a dedicated Continuum of Care Allocation and simplified process available to California communities that are able to administer ESG locally.

The California Department of Housing and Community Development is seeking a qualified City or County local governmental entity to act as the Administrative Entity (AE) within its Service Area and to administer ESG funding in close collaboration with their Continuum of Care (CoC).

The Department will contract with an approved AE to administer ESG activities and funding in collaboration with the CoC for that Service Area that include the following administrative activities:

- Determining which ESG-eligible activities to fund, including ensuring no less than 40 percent of the funds are used for Rapid Re-housing activities (Note: the State may limit eligible activity types in its Annual Action Plan);
- Selecting one or more providers in a fair and open process that evaluates, among other things, provider capacity and performance and prioritizes activities that address the highest unmet need/s based on data
- Entering into written agreement with selected providers, ensuring activities comply with federal and state requirements, including ensuring high quality services that adhere to Core Practices, including:
 - Comprehensive and coordinated access throughout the Service Area;
 - Prioritized access to services for people with the most severe needs;
 - Low barrier access to services and consistency with housing first practices; and
 - Use of a progressive engagement approach to services and financial assistance.

Consult Section 8409 of State Regulations for a full description of Core Practices.

- Through the use of Coordinated Entry and other means, facilitates outreach and specifically ensure services are available to eligible persons in the non-entitlement areas of the Service Area;
- Enter into a written agreement with the CoC specifying mutual roles and responsibilities;
- Administer contracts with selected providers, including processing financial payments and monitoring activities consistent with ESG requirements;
- Fiscal management of funds including meeting expenditure deadlines and ensuring provision for matching funds which may be provided by the selected provider; and
- Regular reporting as specified by the Department.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock has previously applied for the ESG funds in the previous program structure with no success. In this case, the allocation would be an entitlement and allow the City to administer the funds for the benefit of the City, local nonprofits and the local Continuum of Care.
- B. The deadline to apply for this Administrative Entity designation was February 25, 2016 and the City was not aware of the opportunity until the 10th of February.

Strategic Plan Initiative:

#2 – FISCAL RESPONSIBILITIES

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The administration of funds comes with a small administrative allowance to administer these funds. There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Withdraw the application to become the Administrative Entity. This alternative is not recommended as it would preclude the City from grant management that would ensure that the grant funds benefit Turlock to the greatest extent possible.



Council Synopsis

March 1, 2016

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized By: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a loan agreement, deed of trust with assignments of rents, security agreement and fixture filing, and a promissory note between the City of Turlock and Turlock Gospel Mission in the amount of \$120,000, plus escrow costs in an amount not to exceed \$3,000, for the purchase of 432 South Broadway, Turlock, California, more particularly described as Stanislaus County Assessor's Parcel No. 043-049-022, to provide a permanent home for the Homeless Assistance Ministry (HAM Center), and authorizing the Mayor or Interim City Manager to execute all necessary documents

2. DISCUSSION OF ISSUE:

Turlock Gospel Mission's Homeless Assistance Ministry (H.A.M. Center) opened in February 2012 in the former Youth Center located at 1030 East Avenue, Turlock, and has offered the homeless and others a safe place to go during the day. Since the opening in 2012, the H.A.M. center has been a nexus for services and programs aimed at helping the area's homeless off the streets.

The center has put people in touch with job skills training, substance abuse programs, mental health help, veterans' affairs and other social services. It also provides meals and a safe place for individuals to stay between 8 a.m. and 5 p.m. Like the site on East Avenue, the new day center will continue to offer the same services. Turlock Gospel Mission serves approximately 50 unduplicated homeless persons each day, all 365 days a year.

The City of Turlock, using CDBG funds, intends to provide a forgivable loan to Turlock Gospel Mission for the acquisition of the Knights of Columbus building located at 432 South Broadway, Turlock. It is conveniently located directly across the street from the Gospel Mission's new permanent year around shelter which is currently under construction. The first of the new permanent shelter project will

encompass dormitories for homeless men, women, and children, restrooms with showers, and laundry facilities at the 437 S. Broadway site.

But, most importantly for its homeless guests, the HAM Center offers a variety of services. The homeless individuals can find bus tickets or a part-time job, make arrangements for drug rehab, secure a social security car or grab a ride to appointment in Modesto. In addition, Turlock Gospel Mission is providing case management services at the HAM Center for the City's Diversion program.

Staff proposes to use Community Development Block Grant (CDBG) program funds in the form of a forgivable loan to assist Gospel Mission purchase the new site. The purpose of CDBG funds is to provide communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1209 general units of local government and States. Specifically, CDBG may also be used to assist with the development of emergency shelters and transitional housing. Although transitional housing does have a residential purpose and residents generally reside in these units for up to two years, transitional housing is not considered to be permanent housing under the CDBG program. Therefore, as long as it is owned by the grantee or a non-profit entity, it is considered to be eligible as a public facility. Examples of using CDBG funds to assist in providing shelter, whether emergency, transitional, or permanent, include but are not limited to the following:

- Rehabilitation of a vacant building to be used as a group home to serve the chronically homeless
- Acquisition of a building by a grantee and disposition of the property by donation to a nonprofit entity which will own the property and develop permanent rental units
- Acquisition of property and construction or rehabilitation of a building on the property to be used as a homeless shelter or transitional housing
- Clearance of a site on which an emergency shelter will be constructed
- Moving a house to another site where it will be used for transitional or permanent housing
- Acquisition and rehabilitation of an apartment building for use as permanent affordable housing for the homeless

During the past several years the issues of homelessness and its impacts have been broadly discussed in the community. The City has been a long standing supporter of providing service to those who are experiencing homelessness. Current efforts by the City include financial support to housing and service agencies whose mission it is to serve the City's homeless population. Specifically, the City is providing grant and general funds to support WeCare, United Samaritans Foundation, Children's Crisis Center and Haven Women's Center which all serve a component of either homelessness or those at risk for homelessness.

City Role in Addressing Homelessness

1. Politically support and strategically supplement efforts lead by the County.
2. Financially support housing and service agencies whose mission it is to develop programs for the City's homeless population.
3. Provide funding assistance from Community Development Block Grant (CDBG), Grants-In-Aid (GIA) and General Fund monies to social service programs, such as Maxine Lewis and Prado.
4. Politically support and implement the 10-Year Plan.
5. Leverage grant and Affordable Housing Fund monies, consistent with the 10-Year Plan, to assist with the development and preservation of affordable housing.

3. BASIS FOR RECOMMENDATION:

Staff recommends the approval of the loan agreement with Turlock Gospel Mission for the purchase of the Knights of Columbus meeting hall located on South Broadway in Turlock.

Policy Goal #7 – Quality Community Programs

Action Item #3 – Provide housing and services to qualified populations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There are currently funds available and budgeted for this acquisition of real property project in Fund 255/ 47210_001 for this activity.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

The appropriate environmental determination and documentation has already completed in order to commit federal funds.

7. ALTERNATIVES:

- A. Do not approve the loan to Turlock Gospel Mission. This alternative is not recommended as the HAM Center provided an invaluable service to the community as well as provides the direct case management out of the HAM Center for the City's Diversion program.

Exhibit A

LOAN AGREEMENT

(CDBG Funds; Loan/Conditional Grant)

between

CITY OF TURLOCK

and

TURLOCK GOSPEL MISSION

Dated as of March 1, 2016

OK for Agenda.

fm

LOAN AGREEMENT

432 South Broadway –CDBG Loan/Conditional Grant

This CDBG Loan Agreement (the “Agreement”) is dated March 1, 2016, and is entered into by and between the City of Turlock, a municipal corporation, as lender (the “City”), and Turlock Gospel Mission, a California nonprofit corporation (“Borrower”).

RECITALS

A. The City has received Community Development Block Grant (“CDBG Funds”) from the United States Department of Housing and Urban Development (“HUD”). The statutory and regulatory provisions govern the Community Development Block Grant (“CDBG”) program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended.

B. Borrower intends to acquire the real property commonly known as 432 South Broadway, located in the City of Turlock, County of Stanislaus, State of California, and more described on Exhibit A (the “Property”). The purchase price of the Property is One Hundred Twenty Thousand (\$120,000.00), based on an appraisal prepared by a licensed appraiser and dated no earlier than six (6) months prior to the date hereof.

C. The Property is the site of a meeting hall building that contains a meeting room, kitchen and storage. The buildings and all other improvements to the Property, including all landscaping, roads and parking spaces, are referred to herein as the “Improvements”, or as the “Development.” Borrower intends to acquire the Development and utilize the property to serve as a day center for homeless persons at or below sixty percent (60%) of the median income for Stanislaus County, as defined by HUD.

D. Borrower desires to borrow from the City and the City desires to lend to Borrower One Hundred Thousand Dollars (\$120,000.00) in CDBG Funds (the “CDBG Loan”) for the purchase of purchasing the Property. The Development will provide a location to offer services to the homeless in the City of Turlock.

E. The Loan is to be (i) evidenced by a promissory note (“Note”), (ii) conditioned on the parties entering into a regulatory agreement restricting the use of the Development, and (iii) secured by a first lien deed of trust or the Development.

F. The City has concluded that actions contemplated by this Agreement are exempt from the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) (“CEQA”).

G. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) (“NEPA”), the City has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) “Agreement” means this CDBG Loan Agreement.
- (b) “Deed of Trust” means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, and the City, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.
- (c) “Default Rate” means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.
- (d) “Event of Default” has the meaning set forth in Section 5.1.
- (e) “Hazardous Materials” has the meaning set forth in Section 4.5.
- (f) “Hazardous Materials Claims” has the meaning set forth in Section 3.4.
- (g) “Hazardous Materials Law” has the meaning set forth in Section 3.4.
- (h) “HUD” has the meaning set forth in Paragraph A of the Recitals.
- (i) “Loan Documents” means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.
- (j) “Note” means the Promissory Note of even date herewith that evidences Borrower’s obligation to repay the Loan.
- (k) “Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the City and Borrower related to the Loan, to be recorded against the Property.
- (l) “Transfer” shall mean a conveyance of all or any portion of or interest in the Development, or a sale of all or a majority of the ownership interests in Borrower.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Land

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan.

The City shall lend the Loan to Borrower to acquire the Property provided the acquisition occurs on or before March 31, 2016, the Regulatory Agreement is duly approved, executed and recorded, and the City is issued a lender's policy of title insurance by a reputable title company (such as Stewart Title) insuring that the Deed of Trust in the amount of \$120,000 is not subordinate to any liens or any other encumbrances not approved by the City Manager in writing. Borrower's obligation to repay the Loan is evidenced by the Note (which provides for forgiveness of \$12,000 of principal on an annual basis provided Borrower is not in default under this Loan Agreement).

Section 2.2 Interest.

(a) Subject to the provisions of Subsection (b) below, interest will not accrue on the outstanding principal balance of the Loan.

(b) Upon the occurrence of an Event of a Default, interest on the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3 Use of Loan Funds; Compliance with Loan Documents.

(a) Borrower shall use the Loan for acquisition of the Development.

(b) Borrower shall comply with all of the Loan Documents.

Section 2.4 Non-Recourse.

Except as provided below, Borrower will not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the City with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the City against all such security for the Note, or impairs the right of City to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the City under any Loan Documents, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); and (iii) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 LOAN REQUIREMENTS

Section 3.1 Information.

Borrower shall provide any information reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 3.2 Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.8 below, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the City and or HUD at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements including. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the City to comply with the record keeping requirements contained in 24 C.F.R. 570.506 and 92.508. Such records are to include but are not limited to:

- (i) Records providing a full description of the activities undertaken with the use of the Loan funds.
- (ii) Records demonstrating the eligibility of activities under CDBG and HOME regulations set forth in 24 CFR 570 et seq and 24 CFR 92 et seq. Funds meets one of the national objectives of the CDBG program set forth in 24 CFR 570.208;
- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 570.502, and OMB Circular A-110 (24 C.F.R. Part 84);

- (vi) Records demonstrating compliance with local hiring and MBE/WBE requirements;
- (vii) Records demonstrating compliance with Section 3;
- (viii) Records demonstrating compliance with applicable acquisition and relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;
- (ix) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 3.3 City and or HUD Audits.

(a) Each year, Borrower shall provide the City and or HUD with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development. Borrower shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) In addition, the City and or HUD may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of the audit to Borrower.

Section 3.4 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, (“Hazardous Materials Law”), (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as “Hazardous Materials Claims”), and (iii) Borrower’s discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as “border-zone property” (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys’ fees in connection therewith paid by Borrower. Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages, (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans, and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorneys’ fees and consultant’s fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

(d) Without the City’s prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the City’s judgment, impair the value of the City ‘s security hereunder; provided, however, that the City ‘s prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the City ‘s consent before taking such action, provided that in such event Borrower shall notify the City as soon as practicable of any action so taken. The City agrees not

to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action, (iii) Borrower establishes to the satisfaction of the City that there is no reasonable alternative to such remedial action which would result in less impairment of the City's security hereunder, or (iv) the action has been agreed to by the City.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the City 's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City 's or the trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the City 's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have will fully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the City upon its demand made at any time following the conclusion of such action.

Section 3.5 Damage.

If economically feasible in the City's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the City with such changes as have been approved by the City. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete

within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the City and as applied to the Loan.

Section 3.6 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by the City, Borrower deposits with the City any funds or other forms of assurance that the City in good faith from time to time determines appropriate to protect the City from the consequences of the contest being unsuccessful.

Section 3.7 Notice of Litigation.

Borrower shall promptly notify the City in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 3.8 Nondiscrimination.

Borrower covenants by and for itself and its successors and assigns that, there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the operation of the Property or providing services at the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation in connection with the operation of the Property or providing services at the Property. The foregoing covenant will run with the land.

Section 3.9 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title.

(b) No Transfer is permitted without the prior written consent of the City, which the City may withhold in its sole discretion.

Section 3.10 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(b) Commercial General Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(c) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the City, naming the City a Loss Payee, as its interests may appear.

(d) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (b), and (c) above, including the limit of liability for comprehensive general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(e) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(f) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the City and its officers, agents, employees and members of the Turlock City Council.

(g) All policies and bonds are to contain (i) the agreement of the insurer to give the City at least thirty (30) days notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the City; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the City and its authorized parties in connection with any loss or damage thereby insured against.

Section 3.11 Anti-Lobbying Certification.

Borrower certifies, to the best of Borrower's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 3.12 Religious Activities.

Borrower shall not engage in inherently religious activities as part of the services provided at the Property, or condition any such services upon participation in any such activities or upon direct or indirect participation in Borrower's religious activities.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 4.1 Representations and Warranties.

Borrower hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 4 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) **Organization.** Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) **Authority of Borrower.** Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) **Authority of Persons Executing Documents.** This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the

authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party, or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The acquisition of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete any repairs of the Property. A minimum of 2% of the property value is to be held as reserves at all times.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Events of Default.

Each of the following constitutes an “Event of Default” by Borrower under this Agreement:

(a) Failure to Make Payment. Failure to make any payment when such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents or the Project Agreement (other than obligations described in subsections (a) and (b) above), and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the City to Borrower.

(c) No Other Secured Liens. Borrower further encumbers the Property with any deed of trust or other voluntary lien.

(d) Insolvency. A court having jurisdiction makes or enters any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

(e) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

(f) Suspension; Termination. Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(g) Involuntary Liens on Property or the Development. Any claim of lien is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the City.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(i) Transfer. Any Transfer occurs.

(j) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the City in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

Section 5.2 Remedies.

In addition, upon the occurrence of an Event of Default the City may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The City may cause all indebtedness of Borrower to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable, and if not immediately paid, City may foreclose the Deed of Trust. Borrower is liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Injunctive Relief. The City has the right to injunctive relief to stop Borrower from violating any restrictions or covenants under the Loan Documents.

(c) Right to Cure at Borrower's Expense. The City has the right (but not the obligation) to cure any default by Borrower and if not promptly reimbursed by Borrower add the

costs thereof to the obligations secured by the Deed of Trust. Upon demand therefore, Borrower shall reimburse the City for any funds advanced by the City to cure any default, together with interest from the date of expenditure until the date of reimbursement at the Default Rate.

Section 5.3 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 6.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the operation of the Development.

Section 6.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The City Housing Manager is authorized to execute on behalf of the City amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the City Council.

Section 6.4 Indemnification.

Borrower shall indemnify, defend and hold the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the City, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 6.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City is personally liable to Borrower in the event of any default or breach of this Agreement by the City or for any amount that may become due from the City pursuant to this Agreement.

Section 6.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 6.7 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 6.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 6.7(a) is followed.

(b) The conflict of interest provisions of Section 6.7(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 570.611.

Section 6.8 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Turlock
Housing Program Services Division
156 South Broadway, Suite 250
Turlock, CA 95380
Attention: Housing Manager

Borrower: Turlock Gospel Mission
P.O. Box 1231
Turlock, CA 95381
Attn: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 6.9 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 6.10 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the City and its successors and assigns.

Section 6.11 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 6.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect

unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.13 City Approval.

The City has authorized the Mayor or City Manager to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 6.14 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.15 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 6.16 Entire Understanding of the Parties

The Loan Documents and the Project Agreement constitute the entire agreement of the Parties with respect to the Loan.

Section 6.17 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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

TURLOCK GOSPEL MISSION

By: _____
Gary Soiseth, Mayor

By: _____
Chris L. Kiriakou
Board President

Or

By: _____
Michael Cooke, Interim City Manager

Federal Tax ID: #20-8660068

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Lots 13 and 14 in Block 512 of "City of Turlock", as per map filed February 6, 1920 in Book 9 of Maps,

Page 25, Stanislaus County Records.

APN: 043-049-032

APN: 043-049-032

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PROMISSORY NOTE
(432 South Broadway – CDBG Loan)

\$120,000.00

Turlock, California
March 1, 2016

FOR VALUE RECEIVED, the undersigned, Turlock Gospel Mission, a California non-profit public benefit corporation (“Borrower”), hereby promises to pay to the order of the City of Turlock, a municipal corporation (“Holder”), the principal amount of One Hundred Twenty Thousand Dollars (\$120,000.00), plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower’s Obligation. This Note evidences Borrower’s obligation to repay Holder the principal amount of One Hundred Thousand Dollars (\$120,000.00) for funds loaned to Borrower by Holder to finance the acquisition of real property pursuant to a CDBG Loan Agreement between Borrower and Holder of even date herewith (the “Loan Agreement”).
2. Interest. No interest shall be payable on the loan; however, if an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate (as defined in the Loan Agreement) until all principal and interest are paid on such Event of Default is waived by Holder in writing.
3. Repayment. The principal amount hereof will become immediate due and payable upon any conveyance of all or any portion of or interest in the real property securing repayment of this Note or an Event of Default under the Loan Agreement.
4. Security. This Note, with interest, is secured by a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing encumber 432 South Broadway, Turlock, CA 95380.
5. Terms of Payment.
 - (a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at City of Turlock, Housing Program Services Division, 156 S. Broadway, Suite 250, CA 95380, Attention: Housing Manager, or to such other place as Holder may from time to time designate.
 - (b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney’s fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.
 - (c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically

be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

6. No Waiver of Remedies.

(a) Holder's failure to exercise any remedy upon the failure of Borrower to timely pay sums due hereunder does not constitute a waiver of the right to exercise any remedy at any subsequent time. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder.

7. Waivers by Borrower. Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the obligations hereunder.

8. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement.

(b) Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) Time is of the essence of each provision hereof in which time is a factor.

(e) The Loan Agreement, Deed of Trust, Regulatory Agreement and this Note contain the entire agreement between Borrower and Holder as to the Loan.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Turlock Gospel Mission, a California
nonprofit public benefit corporation

By: _____
Chris L. Kiriakou, Board President

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Turlock
Housing Program Services Division
156 S. Broadway, Suite 250
Turlock, CA 95380
Attn: Housing Manager

No fee for recording pursuant to
Government Code Section 27383

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**
(Turlock Gospel Mission – CDBG Funds)

This REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the “Agreement”) is dated as of March 1, 2016 and is entered into between the CITY OF TURLOCK, a municipal corporation (the “City”), and TURLOCK GOSPEL MISSION, a California nonprofit public benefit corporation company (“Borrower”).

RECITALS

A. The statutory and regulatory provisions that govern the Community Development Block Grant (“CDBG”) program under Title I of the Housing and Community Development Act of 1974(42 U.S.C. 5301 et seq.), as amended(including those at 24 CFR part 570 subparts A, C, D, J, K, and O, as appropriate),(the “CDBG Regulations”).

B. Borrower has acquired the real property commonly known as 432 South Broadway, located in the City of Turlock, State of California, and more particularly described in Exhibit A (the “Property”).

C. The Property includes a meeting hall/assembly use type building that contains bathrooms, kitchen and meeting space as well as all landscaping, roads and parking spaces, and is sometimes referred to herein as the “Improvements”, or as the “Development.” Borrower intends to provide homeless services through a day center in the building.

D. Pursuant to a loan agreement of even date herewith between the City and Borrower (the “Loan Agreement”), the City loaned to Borrower CDBG Funds for the acquisition of the property (the “Loan”).

E. The City has the authority to loan the CDBG Funds pursuant to 24 C.F.R. Part 92, and 24 C.F.R. 570.202.

F. The City has agreed to make the Loan on the condition that the Borrower agree to maintain and operate the Development in accordance with restrictions set forth in this Agreement, which shall encumber, bind and “run with” the Development.

In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

AGREEMENT

ARTICLE 1 CERTAIN DEFINITIONS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) “Adjusted Income” means the total anticipated annual income of all persons in the Tenant household as calculated pursuant to 24 C.F.R. 92.203(b)(1).

(b) “Deed of Trust” means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith executed by Borrower, as trustor, in favor of the City, as beneficiary, that encumbers the Property to secure repayment of the Loan and Borrower’s performance of the covenants set forth in the Loan Agreement, Deed of Trust and this Regulatory Agreement.

(c) “Loan Documents” means this Agreement, the Note, the Deed of Trust, and the Loan Agreement.

(d) “Median Income” means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the City of Turlock, California, as published from time to time by HUD.

(e) “Note” means the Promissory Note of even date herewith executed by Borrower in favor of City that evidences Borrower’s obligation to repay the Loan.

(f) “Term” means the term of this Agreement which commences as of the date of this Agreement and expires ten (10) years thereafter.

ARTICLE 2 USE COVENANTS

Section 2.1 Use Requirements/Restrictions.

(a) Day Center. During the Terms, Borrower shall use the Development only for day center services for homeless individuals and families and case management relating thereto.

(b) Religious Activities. Borrower shall not engage in inherently religious activities as part of the services provided at the Property, or condition any such services upon

participation in any such activities or upon direct or indirect participation in Borrower's religious activities.

(c) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the City , and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements, including those related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each guest that may be documented through the HMIS system and in self-certification, where allowable by HUD. Copies of Guest income certifications are to be available to the City upon request.

Section 3.2 Reporting Requirements. Borrower shall submit to the City (a) not later than the forty-fifth (45th) day after the close of each calendar year, or such other date as may be requested by the City, a statistical report, including all HMIS data for each year, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, the State of California, and the City.

Section 3.3 Additional Information. Borrower shall provide any additional information reasonably requested by the City.

Section 3.4 Records. Borrower shall maintain complete, accurate and current records pertaining to the services it provides at the Property, and shall permit any duly authorized representative of the City to inspect Borrower's records. All lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the City, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the City. Borrower shall retain copies of all materials obtained or produced with respect to services at the Property for a period of at least five (5) years. The City may examine and make copies of all books, records or other documents of Borrower that pertain to such services.

Section 3.5 CDBG Record Requirements. All records maintained by Borrower pursuant to Section 3.4 above to be (i) maintained in compliance with all applicable HUD records and accounting requirements, and (ii) open to and available for inspection and copying

by HUD and its authorized representatives at reasonable intervals during normal business hours; provided however, records pertaining to inspections are subject to HUD inspection for five (5) years after expiration of the Term. Borrower is subject to the audit requirements set forth in 24 CFR 570.502 during the Term.

Section 3.6 On-Site Inspection. The City may perform on-site inspections of the Development. Borrower shall cooperate in such inspections.

LOAN DOCUMENTS; TAXES

Section 3.7 Compliance with Loan Documents and Law. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with CDBG Funds, and (iii) applicable law.

Section 3.8 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower may contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 3.9 Property Tax Exemption. Borrower shall not apply for a property tax exemption for the Property under any provision of law, except California Revenue and Taxation Section 214, without the prior written consent of the City.

ARTICLE 4 PROPERTY MANAGEMENT AND MAINTENANCE

Section 4.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City has no responsibility for management of the Development. Borrower may retain a professional property management company approved by the City in its reasonable discretion to perform Borrower's management duties hereunder.

Section 4.2 Periodic Performance Review. The City reserves the right to conduct reviews of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the City in such reviews.

Section 4.3 Replacement of Management Agent. If, as a result of a periodic review, the City determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement,

the City shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after such written notice, the City staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute an Event of Default under the Loan Agreement and other Loan Documents.

Section 4.4 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

Section 4.5 Property Maintenance. Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The City places prime importance on quality maintenance to protect its investment and to ensure that all City and City-assisted projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the City assuming Borrower agrees to provide all necessary improvements to assure the Development is maintained in good condition. Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that Borrower breaches any of the covenants contained in this section and such default continues for a period of seven (7) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City is permitted (but is not required) to enter upon the Property and to perform all acts and work

necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and the costs thereof shall be promptly paid by Borrower to the City upon written demand, and if not paid, shall be added to the obligations secured by the Deed of Trust.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Nondiscrimination. Borrower may not give preference to any particular class or group of persons in connection with the operation of the Property or providing services at the Property. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income, ancestry, or disability, nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation in connection with the operation of the Property or providing services at the Property.

Section 5.2 Term. The provisions of this Agreement apply to the Property for the Term (even if the Loan is paid in full prior to the end of the Term).

Section 5.3 Covenants Run With the Land. The covenants and restrictions set forth in this Agreement run with the land, and bind all successors and assigns the Borrower, and all successors to the Property or any interest therein.

Section 5.4 Enforcement by The City. If an Event of Default occurs under the Loan Agreement, the City may:

- (a) Calling the Loan. Accelerate the indebtedness evidenced by the Note, and if not paid, proceed with foreclosure under the Deed of Trust.
- (b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.
- (c) Other Remedies. The City may exercise any other remedy at law, in equity or under the Loan Documents.

Section 5.5 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees.

Section 5.6 Governing Law. This Agreement is governed by the laws of the State of California.

Section 5.7 Amendments. This Agreement may be amended only by a written instrument executed by City and the owner of the Property that is duly recorded in the official records of the City of Turlock.

Section 5.8 Notices. Any notice required herein will be mailed by first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

City: City of Turlock
Housing Program Services Division
156 S. Broadway Street, Suite 250
Turlock, CA 95380
Attn: Maryn Pitt, Housing Manager

Borrower: Turlock Gospel Mission
P.O. Box 1231
Turlock, CA 95380
Attn: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above. Notices shall be deemed given on the date of delivery or refusal of delivery as shown on the return receipt.

Section 5.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

Section 5.10 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 5.11 Time of Essence. Time is of the essence of each provision of this Agreement in which time is a factor.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

CITY OF TURLOCK

TURLOCK GOSPEL MISSION

By: _____
Gary Soiseth, Mayor

By: _____
Chris L. Kiriakou,
Board President

or

Michael Cooke, Interim City Manager

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Lots 13 and 14 in Block 512 of "City of Turlock", as per map filed February 6, 1920 in Book 9 of Maps,

Page 25, Stanislaus County Records.

APN: 043-049-032

APN: 043-049-032

(End of Legal Description)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 250
Turlock, CA 95380
Attn: Housing Manager

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(432 South Broadway; APN # 043-049-022;
CDBG Loan/Conditional Grant)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is dated for reference purposes as of March 1, 2016, and is executed by Turlock Gospel Mission ("Trustor"), to Old Republic Title Company, a California corporation ("Trustee"), for the benefit of the City of Turlock, a municipal corporation ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the real property located in 432 South Broadway, Turlock, State of California, including the land described on Exhibit A, attached hereto incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquaintances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.4 below) until paid or cancelled and any other amounts owing

under the Loan Documents (defined in Section 1.3 below). Said principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan" means the loan made by the Beneficiary to the Trustor in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00).

Section 1.2 The term "Loan Agreement" means that certain CDBG Loan Agreement between Trustor and Beneficiary, of even date herewith, as amended from time to time, providing for the Beneficiary to make the Loan to Trustor.

Section 1.3 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, and the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Loan.

Section 1.4 The term "Note" means the Promissory Note in the principal amount of One Hundred Twenty Thousand Dollars (\$120,000.00) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.5 The term "Principal" means the amount required to be paid under the Note.

Section 1.6 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, material men, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Stanislaus County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents except in connection with the Bond Loan, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, here has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection

of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of

the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and

are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES;
PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed

or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the

definition of “hazardous substances,” hazardous wastes,” “hazardous materials,” or “toxic substances” under any applicable federal or state laws or regulations (collectively referred to hereinafter as “Hazardous Materials”) except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, (“Hazardous Materials Law”); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as “Hazardous Materials Claims”); and (iii) Trustor’s discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as “border-zone property” (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys’ fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, clean-up or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys’ fees and consultant’s fees. This indemnification applies whether or not any government agency has issued a clean-up order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, clean-up or detoxification of the Property and surrounding properties).

Without Beneficiary’s prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary’s reasonable judgment, impairs the value of the Beneficiary’s security hereunder; provided, however, that Beneficiary’s prior consent is not

necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The occurrence of an Event of Default under the Loan Agreement shall constitute and “Event of Default” under this Deed of Trust.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary’s Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof, as hereinafter described or as otherwise permitted by law;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor’s interest in the Security to be sold (“Notice of Sale”), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Stanislaus County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8
MISCELLANEOUS**

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the certified United States mail, return receipt requested, postage prepaid, and (1) if intended for Beneficiary is to be addressed to:

City of Turlock
Housing Program Services Division
156 South Broadway, Suite 250
Turlock, CA 95380
Attention: Housing Manager

and (2) if intended for Trustor, is to be addressed to:

Turlock Gospel Mission
P. O. Box 1231
Turlock, CA 95381
Attn: Executive Director

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligations of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to effect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Turlock Gospel Mission,
a California nonprofit public benefit corporation

By: _____
Chris L. Kiriakou
Board President

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Stanislaus, and is described as follows:

The land referred to herein is situated in the State of California, County of Stanislaus, City of Turlock and described as follows:

Lots 13 and 14 in Block 512 of "City of Turlock", as per map filed February 6, 1920 in Book 9 of Maps, Page 25, Stanislaus County Records.

APN: 043-049-032

APN: 043-049-032

(End of Legal Description)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



Council Synopsis

March 1, 2016

From: Phaedra Norton, City Attorney

Prepared by: Phaedra Norton, City Attorney

Agendized by: Gary Soiseth, Mayor

1. ACTION RECOMMENDED:

Motion: Approving the Reimbursement Agreement between the Turlock Chamber of Commerce and the City of Turlock regarding the Convention and Visitor's Bureau

2. DISCUSSION OF ISSUE:

On September 24, 2015, the City Council accepted the draft report from Kemper CPA Group LLP, for the agreed upon procedures review related to the agreement for Tourism Services (CVB) between the City of Turlock and the Turlock Chamber of Commerce.

On that same date, the City Council authorized the Mayor to represent the City Council and take any and all action necessary to resolve the exceptions identified in the Kemper report. However, any action taken by the Mayor to resolve the exceptions needed to be presented to the City Council for final approval.

The Mayor has been working with Turlock Chamber of Commerce representatives to resolve the exceptions. To that end, the Mayor recommends that the City Council unanimously approve the attached reimbursement agreement.

The reimbursement agreement provides, in part, that the Turlock Chamber of Commerce will pay the City of Turlock \$675 per month for twenty five years, for a total of \$202,500, provide the City with membership in the Turlock Chamber of Commerce for twenty five years, at no cost to the City, (approximately \$1,900 per year), and recognizes that the Chamber, in cooperation with the City, acting by and through the Mayor, has implemented certain organizational and financial reforms.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: Policy Goal #2 - Fiscal Responsibility

General Principals 4, 5a and 5b:

4. Create an "efficient" and effective organization.
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:

Beginning September 2017, the City will receive \$675 per month for twenty five years for a total of \$202,500. In addition, the City will receive membership in the Turlock Chamber of Commerce for twenty five years, at no cost to the City. The City's current annual membership is approximately \$1,900.

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

N/A

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into by and between the current leaders of the City of Turlock (hereinafter referred to as "City") and Turlock Chamber of Commerce (hereinafter referred to as "Chamber"). The parties to this Agreement are sometimes referred to herein collectively as "Parties" and individually as "Party."

RECITALS

This Agreement is made and entered into by and between the Parties with reference to the following facts:

WHEREAS, since approximately 1991 the Turlock Chamber of Commerce has contracted with the City of Turlock to manage a Convention and Visitors Bureau ("CVB") to promote tourism within the City of Turlock; and

WHEREAS, the contracts and/or amendments for said services are dated December 1, 1991, February 12, 2002, December 10, 2002 and June 23, 2009; and

WHEREAS, the Chamber and City agree that since approximately 2010 through 2014, the previous leadership of the Chamber and City deviated from the financial guidelines established under the contract and amendments thereto, however there is substantial disagreement between the Chamber and City with regard to the interpretation of the agreement, resulting in a substantial disagreement between the Chamber and City with regard to the exact amount of compliant expenses; and

WHEREAS, each year since 2009, the Chamber presented to the City Council an annual administrative and operational CVB budget of expenditures and each year, the City Council approved the proposed annual administrative and operational CVB budget of expenditures; and

WHEREAS, on February 9, 2015, the Chamber served the City with notice of its termination of the CVB contract between the Chamber and the City. The effective date of termination was May 3, 2015; and

WHEREAS, on April 1, 2015, the City began the process of financially winding down the CVB Agreement; and

WHEREAS, in order to assist the City in financial winding down of the CVB Agreement, the City retained the services of the Kemper CPA Group to conduct an agreed upon procedures review of the CVB to determine, in part, whether the City was due any reimbursement from the Chamber. The City and Chamber agree that a full review or audit would be prohibitively expensive particularly in light of (i) the amount in dispute (ii) the Chamber's financial ability to fund any reimbursement that may be found due under a full review or audit and (iii) the Chamber and the City disagree on the interpretation of the language of the contract and/or amendments; and

WHEREAS, The Chamber of Commerce hired an Interim President/CEO in August of 2015. One of duties of the Interim President/CEO was to perform an internal analysis of the organization. As a result of that analysis and in cooperation with the City, acting by and through

the Mayor, the Chamber of Commerce has instituted many organizational and financial reforms which are set forth in Exhibit A; and

WHEREAS, it is the Chamber's intent to provide the reimbursement, as set forth herein, to resolve the reimbursements identified in the Kemper CPA Group Final Independent Accountant's Report on Applying Agreed-Upon Procedures dated September 28, 2015 and any schedules attached thereto. In furtherance of that objective, the Parties desire to enter into this Agreement to have a full and final resolution of all the disputes between them in accordance with the releases described below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, including the above facts set forth above which are a material part of this Agreement, and for other good and valuable consideration the sufficiency and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

1. Reimbursement. The Chamber shall pay the City \$675.00 per month for a period of twenty five (25) years commencing on September 1, 2017, for a total of \$202,500 to be repaid to the City. Said payment shall be due and payable on the first of every month and payable by Chamber directly to City. City shall place said funds in an account to fund community events.
2. Chamber Membership. The Chamber shall provide the City with membership in the Chamber of Commerce for a period of twenty five (25) years, at no cost to the City. City shall receive the same membership benefits that are provided to all other Chamber members.
3. Chamber Core Mission. The Chamber of Commerce has and will continue to dedicate itself to the core mission of business retention, development, and attraction.
4. Joint Press Release. The parties agree that a Joint Press release will be released once this Reimbursement Agreement is executed. The Joint Press release is attached as Exhibit B.
5. Mutual Release. Except as to the rights and obligations arising under this Agreement, in consideration of, and conditioned and effective upon, the agreements set forth herein, the Parties, and each of them, on behalf of themselves and their respective predecessors, successors, directors, officers, partners, principals, employees, affiliates, subsidiaries, parent entities, related entities, assigns, insurers, sureties, attorneys, agents, and representatives, hereby unconditionally, irrevocably, and absolutely releases and discharges each other Party hereto and each of their respective predecessors, successors, directors, officers, partners, principals, employees, affiliates, subsidiaries, parent entities, related entities, assigns, insurers, sureties, attorneys, agents, and representatives, whether past or present, of and from all manner of claims, actions, causes of action, suits, debts, liabilities, accounts, losses, indemnities, obligations, claims-for sums of money, controversies, settlement costs, attorney fees, independent counsel fees, expert fees, investigation costs and expenses, court costs and expenses, damages, extra-contractual damages, exemplary/punitive damages, judgments and demands, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, that now exist, may exist, ever formerly existed, or that they may at

any time in the future acquire, arising from or relating to the Lease Dispute, the Actions, and/or any and all claims or cross-claims asserted or that could have been asserted in the Actions.

6. **Civil Code Section 1542 Waiver.** The Parties agree that the releases set forth in Paragraph 5 of this Agreement constitute general releases and, as further consideration, the Parties, in full possession of the facts and on the advice of their respective counsel, expressly waive and relinquish all rights and benefits afforded by California Civil Code section 1542 as to the matters released herein to the fullest extent the law permits, and do so understanding and acknowledging the significance and consequences of a specific waiver of this statute. This statute provides:

A general release does not extend to claim which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties fully acknowledge that, if the facts upon which this Agreement is executed are found to be other than or different from the facts the Parties now believe are true, the Parties expressly accept and assume the risk of such possible difference in facts and agree that the releases set forth in Paragraph 7 of this Agreement shall remain in effect, notwithstanding any possible difference in facts.

7. **No Assignment of Claims.** Each Party hereto represents, warrants, covenants, and acknowledges that it has not assigned, conveyed, or granted to any person or entity, either individually, collectively, directly, or indirectly, including by subrogation or operation of law, any of the rights which it releases in this Agreement.

8. **Severability.** Should any provision of this Agreement be found invalid, void or unenforceable, all other provisions of this Agreement shall remain in effect, enforceable and binding to the extent permissible under this Agreement and the law.

9. **Entire Agreement.** This document is an integrated agreement and contains the entire agreement between the Parties pertaining to any matters released herein. This Agreement shall be amended or modified only by an agreement in writing executed in the same manner as this Agreement.

10. **Construction of Agreement.** This Agreement shall be interpreted and construed in accordance with and governed and enforced in all respects by the laws of the State of California. Each Party has contributed to the drafting of this Agreement and has had an opportunity to consult with counsel of its choice before signing it. Each Party also represents that it has fully read, fully understood, and voluntarily accepted the terms of the Agreement. No Party shall be entitled to have any wording of this Agreement construed either in favor of or against any other Party based on who drafted this Agreement.

11. **Binding on Successors and Assigns.** This Agreement and the terms and conditions contained herein shall be binding upon and inure to the benefit of each of the Parties, and their respective agents, officers, directors, administrators, representatives, principals, partners, predecessors, successors, subsidiaries, parent entities, related entities, heirs, sureties, insurers, assigns, shareholders, employees, consultants, experts, and attorneys.

12. Execution of All Necessary Further and Additional Documents. The Parties shall promptly execute all such further and additional documents as shall be necessary to carry out the provisions of this Agreement.

13. Inadmissibility of Agreement. Any evidence of the existence, terms or negotiation of this Agreement shall be inadmissible in any litigation, action or other proceeding; however, such evidence may be offered in an action seeking solely to enforce the terms of this Agreement. The Parties have executed this Agreement in reliance on the provisions of the California Evidence Code which preclude the introduction of evidence regarding mediation and settlement negotiations and agreements. The Parties agree that this Agreement is enforceable under Code of Civil Procedure section 664.6.

14. Warranty of Capacity to Execute. The person signing this Agreement on behalf of each Party represents and warrants that he or she has the right and authority to execute this Agreement in his or her representative capacity.

15. Parties Bear Own Costs. Except as otherwise stated in this Agreement, each Party agrees to bear its own attorneys' fees, costs and expenses in connection with this Agreement, the Actions, all claims, cross-claims, matters and documents referred to herein, and for all related matters. In any future action or motion to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees, and costs incurred in connection with such motion or action.

16. Tax Implications. The Parties acknowledge that there have been no warranties or representations regarding the tax implications, if any, of this settlement or this Agreement. Each Party has consulted or has had the opportunity to consult with accountants and financial advisors regarding the settlement.

17. Notice. All notices or other communications which any Party desires or is required to give under this Agreement shall be delivered, in writing, as stated below, or to such other individual(s) and/or addresses as a Party may designate in writing from time to time:

TURLOCK CHAMBER: Director
 115 S. Golden State Boulevard
 Turlock, CA 95382

with a copy to:

Michael S. Warda
Law Offices of Michael S. Warda
2350 W. Monte Vista Avenue
Turlock, CA 95382

CITY OF TURLOCK: Gary Soiseth, Mayor
 CITY OF TURLOCK
 156 S. Broadway, Suite 230
 Turlock, CA 95380

18. Counterparts. This Agreement may be executed in counterparts and shall be binding on all Parties when each has signed either an original or copy of this Agreement. Facsimile or pdf signatures shall be deemed originals.

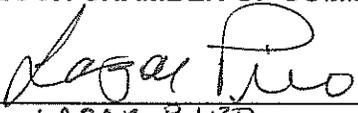
Dated: March 1, 2016

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

Dated: February 17, 2016

TURLOCK CHAMBER OF COMMERCE

By:  _____
LAZAR PIZZO
Its: PRESIDENT _____

APPROVED AS TO FORM:

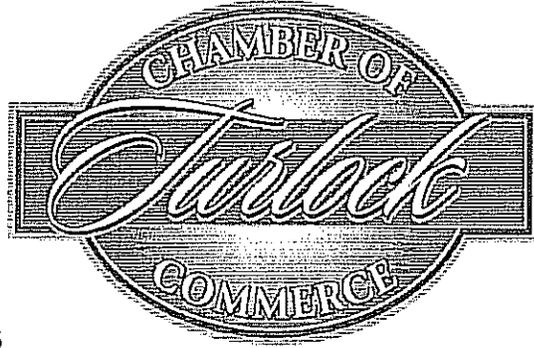
Dated: February 17, 2016

MICHAEL S. WARDA PLO
By:  _____
Michael S. Warda
Attorneys for CHAMBER

Dated: March 1, 2016

TURLOCK CITY ATTORNEY

By: _____
Phaedra A. Norton



10/20/2015

Financial Control and Accounting Policies

Access to Records

Members

It is the policy of the organization to allow members to inspect the following records of the organization if the member give the corporation written notice of the member's demand at least five business days before the date the member wishes to inspect and copy. The members demand must be made in good faith and for a proper purpose. The member must describe with reasonable particularity the purpose and the records the member desires to inspect and the records must be directly connected with this purpose. The corporation may impose a reasonable charge to cover copying costs.

- IRS Form 990 (last 3 years) – Available day of request
- Financial statement reviews (last 3 years)
- Alphabetical list of the name and address of all members
- Articles of incorporation and all amendments currently in effect
- Resolutions adopted by the board of directors relating to characteristics, qualifications, rights, limitations and obligations of members of any class or category of members.
- Minutes of all meetings of members and records of all actions approved by the members for the past 3 years.
- Written communications regarding general membership matters within the past 3 years.
- A list of names and business addresses of its current directors and officers.

Public (non-members)

It is the policy of the organization to allow the public access to last three years of Form 990.

This access will be at the organization's headquarters on the day of the request.

The original Form 990 will remain at the organization's headquarters without exception.

See Form 990 Policy included in this manual.

Accounting Computer File Back-Up Procedure

It is the policy of the organization to maintain a computer file back-up system for accounting records as follows:

Accounting Method

It is the policy of the organization to use an modified accrual basis of accounting that recognizes revenues when they have been earned and expenses when they have been incurred.

Accounts Payable

- Open invoices and input information into tracking spreadsheet
- File invoices into the month's file sorted by day
- Send the spreadsheet to contract accounting firm every Friday
- Meet with CEO once per week to review payables
- Check requests entered on approval form and signed by CEO
- Approved bills forwarded to accounting firm
- Accounting firm cuts checks
- Checks are stamped/signed
- Copies made of check and attached to copies of invoice
- Checks with the invoice stubs mailed out
- Copies of invoices and checks filed

Accounts Receivable

- Members are invoiced at least one month prior to membership renewal date
For example: October membership invoices are sent out at the beginning of September
- Invoices are created through the Weblink program
- Invoices are sent out with a referral report and a letter

- Renewal checks are entered into Weblink upon receipt
- Checks are processed through a remote deposit program
- Members who have yet to pay the renewal fee and have not dropped are entered on our aging printout
- Past Due members are sent renewal reminder letters at the 30 day mark, 60 day and 90 day

Accounts Payable Accruals

It is the policy of the organization to accrue unpaid expenses on its financial records if such expenses are in excess of \$250 individually.

Accounts Receivables Write-Off Procedures and Authority

(Bad Debts Procedures)

It is the policy of the organization to ensure that all available means of collecting accounts receivable (see Collection Procedures Policy) have been exhausted before write-off procedures are initiated. Write-offs are initiated by a completed Accounts Receivable Write-off Request Form.

If a receivable is deemed uncollectible, the following approvals are required before write-off implementation:

<u>Amount</u>	<u>Individual</u>
\$99 or less	Director of Operations and employee responsible for revenue.
More than \$100	President/CEO and employee responsible for the revenue.

Once a write-off has been implemented, appropriate individuals are to be advised to ensure further credit is not allowed and to update the master list of bad accounts.

A listing of all write-offs for the current month should be included with the monthly financial statements for review by all managers.

If write-off procedures have been initiated, the following accounting treatment applies:

- Invoices written off that are dated during the current year will be treated as a reduction of the appropriate revenue account.
- Invoices written off that are dated prior to the current year will be treated as bad debt.

Annual Leave Accrual

In the last month of the year, it is the policy of the organization to budget and accrue the value of the annual leave liability due employees.

Annual Leave Payments

The employee's vacation year begins and ends on the anniversary date of employment. The 12-month time period for using earned vacation may be extended up to three months at the written request of the employee for good reason, or at the request of the President/CEO if employment responsibilities dictate the need for extension. Payment for accrued vacation time is prohibited except in the event of termination. Unused leave earned during the prior year and not used in the next year will be lost.

Bank Reconciliation

It is the policy of the organization to address bank statements to the President & CEO. No statement shall be opened except by the CPA representative under the supervision of the Chamber CPA firm.

Accounting firm CPA will reconcile the bank statements.

Bid Requirements – Written & Oral

It is the policy of the organization to require bids for the following expenditures:

Printing:

- Three bids are required for all printing expenditures exceeding \$1,000

Capital Purchases:

- Three bids for all capital purchases exceeding \$1,000

Inventory Purchases:

- Three bids for all inventory purchases exceeding \$1,000.

Professional Services:

- Professional services including CPA firms and law firms, will be evaluated every three years, and requests for proposals will be prepared and sent to qualified firms in the same field.

Other:

- All other expenses exceeding \$500. Bid requirements are not required on specialty, one-of-a-kind items.

The decision to approve a vendor will be made jointly by the President/CEO and treasurer.

A completed Selection of Vendor Approval Form will be retained with the bid of the vendor chosen.

Board-Designated Funds

It is the policy of the organization to treat board-designated funds as unrestricted net assets on the statement of financial position. A statement of activity for board-designated

funds will be included with footnotes in the financial statements as supplemental information.

Bonding of Employees

It is the policy of the organization to bond all employees involved in the financial functions of the organization.

Capitalization Cutoff Payments

It is the policy of the organization to expense assets in the period purchased if these assets cost \$500 or less individually.

Assets costing in excess of \$500 individually will be capitalized and depreciated in accordance with the organization's depreciation policies.

Repairs and improvements to real property and leasehold improvements will be capitalized if they cost in excess of \$1000 individually.

Chart of Accounts

It is the policy of the organization to maintain a chart of accounts. All employees involved with accounting coding responsibilities or budgetary responsibilities will be issued a chart of accounts, and the chart of accounts must be updated on a routine basis.

Check Disbursements

It is the policy of the organization to keep unused check supplies safeguarded under lock and key.

All check disbursements will require invoices or expense vouchers.

Signed checks that have not been mailed or distributed will be put under lock and key at the end of each day.

Check Endorsement Stamp

It is the policy of the organization to endorse checks with a stamp(s) as follows:

For Deposit Only
Full Organization Name
Bank Name
Account Number

Check Signers

It is the policy of the organization to give check-signing authority to the following positions:

- President/CEO
- Treasurer
- One additional board member

Checks issued for payment of the organizations debts over \$1,000 will require two wet signatures.

Additionally, individuals involved with check preparation and bank reconciliations are prohibited from having check-signing authority.

Collection Procedures – Non Dues Revenue

It is the policy of the organization to forward an invoice immediately following completion of services, purchase of goods or program related charges.

Statements will be mailed the first of each month.

Forty-five days after the date of original invoice, an employee will contact the member via telephone in an attempt to collect the amount due. A record will be maintained of telephone contacts.

If 60 days have elapsed without payment, a final attempt will be made to collect the amount due via telephone or with a personal visit from an employee. If the attempt is unsuccessful, the account will be turned over to the organization's collection agency if the amount is \$500 or less. If the amount exceeds this figure, the account will be turned over to the organization's attorney for collection.

A Bad Debt Collection Activity record will be maintained to track telephone calls, collection agency action and attorney use regarding delinquent member accounts.

Contract Signing Authority

It is the policy of the organization to grant authority to sign contracts to the President/CEO, as long as the financial implications of the contract are included in the organization's budget.

If the financial implication of signing a contract is not included in the organization's budget, board of directors' approval is required before authority to sign the contract is granted.

Contributions

It is the policy of the organization to send thank you letters on the organization's letterhead acknowledging contributions, regardless of amount. The letters will indicate the dollar amount contributed.

CPA Firms

Financial Statements

It is the policy of the organization to direct the President/CEO to distribute the financial statements to the Board of Directors and to organizations entitled to receive a copy because of contractual agreement. The decision to publish the statements or otherwise make them available to the membership will be made by the Board at its meeting following the issuance of the statements.

The authority to distribute the statements to other individuals or firms requesting them will be left to the discretion of the President/CEO and the Treasurer.

Credit Cards

It is the policy of the organization to issue credit cards to the following individuals:

- President/CEO
- Director of Operations

Individuals receiving a credit card will sign a Credit Card Issuance Form and a Credit Card Holders Log will be maintained. Individuals incurring expenses via credit card will remit a completed Record of Credit Card Transactions with receipts. Credit cards are not to be used for personal expenses.

Date Received Stamp

It is the policy of the organization to stamp all mail and invoices received in the mail with a date-stamp.

Deferred Revenues

It is the policy of the organization that revenues that have not been earned will be included with deferred revenues on the financial statements and recorded as revenue when earned.

Depreciation

It is the policy of the organization to depreciate fixed assets other than real property using the straight-line method over the expected life of the asset.

Real property will be depreciated using the straight-line method over a 40-year period.

Capitalized repairs and improvements will be depreciated using the straight-line method based on an analysis of the time the repair or improvement is expected to improve the property.

Fully depreciated fixed assets will remain on the organization's statement of financial position until they are disposed of or otherwise deemed worthless.

Assets will be capitalized in accordance with the organization's capitalization cutoff point policy.

Document Shredding

It is the policy of the organization to shred confidential and sensitive documents when the time period required to keep the documents has been met.

Documents to be shredded include, but are not limited to:

- Payroll Records
- Payroll Tax Returns
- Form 1099

Donated Property

It is the policy of the organization to record the value of donated property among the fixed-assets of the organization if the value of the property exceeds the organization's capitalization cut-off point in accordance with the following guidelines:

<u>Value</u>	<u>Policy</u>
Under \$500	Item will not be capitalized
\$500-\$2500	Capitalize in accordance with value stated in contributor's letter
Over \$2500	Capitalize in accordance with appraised value

Accounting treatment: Increase the value of fixed assets, and credit the revenue account Donated Property.

Complete the Donate Property Received form and forward to the Chief Financial Officer.

Financial Statement Preparation and Distribution

It is the policy of the organization to prepare and distribute monthly accrual basis budget vs. actual financial statements. These statements will be prepared and distributed within 10 working days after the close of the month.

The statements, as prepared by the Chamber's accounting firm, shall be distributed to the Chamber Executive Committee, which serves as the Chamber's Budget and Finance

Committee. Upon approval the financial statement will be distributed for review to the Board of Directors.

Fringe Benefits

It is the policy of the organization to distribute fringe benefits to the functions of the organization based on actual salaries charged to the functions.

Fringe benefits include FICA taxes, unemployment taxes, employee insurance premiums, and pension payments.

Independent Contractors

It is the policy of the organization to evaluate criteria established by the IRS when assigning individual employee or independent contractor status. Individuals qualifying as independent contractors will sign an Independent Contractor Agreement and will be issued IRS form 1099 if compensation is \$600 or more.

IRS Forms

Form 990

It is the policy of the organization to allow public access to IRS Form 990 for three years.

See Access to Records Section of this manual (pg. 1).

Form 990-T

It is the policy of the organization to deny requests to inspect IRS Form 990-T because it is confidential information.

See Unrelated Business Income Tax section of this manual (pg. 14).

Form 1099

It is the policy of the organization to complete IRS Form 1099 for all individuals and vendors receiving \$600 or more from the organization.

See the Independent Contractors Policy included in this manual (pg. 9).

Leasehold Improvements

It is the policy of the organization to capitalize leasehold improvements costing \$1000 or more. Expenditures under this amount will be considered ordinary repairs and expensed in the period paid. Capitalized leasehold improvements will be tax depreciated over useful life.

See Repairs and Improvements Policy included in this manual (pg. 12).

Leases

It is the policy of the organization to record leases as either capital or operating leases in the financial records, based on appropriate qualification criteria.

Loans Prohibited

It is the policy of the organization to prohibit loans to employees and members under all circumstances.

Lobbying Expenditures

It is the policy of the organization to advise members of the nondeductible portion of their dues payments by indicating the nondeductible percentage in the organization's newsletter (annually), in membership brochures, and in membership renewal forms.

Long-Term Debt

It is the policy of the organization to include the current portion of long-term debt (the amount due to be paid within 12 months) with accounts payable on the financial records. Only the noncurrent portion of long-term debts will be included in the long-term debt section of the financial records.

Mandatory Vacations/Leave

It is the policy of the organization to require employees to take annual leave due to them.

If an employee does not cooperate with this policy, leave will be scheduled at management's discretion. See Leave Annual Accrual Payment Policy in this manual.

Member Drop Policy

- Membership Drop Sheet filled out
- Membership drops are reviewed and approved by the C.E.O.
- Member information and status is changed in our Weblink program
 - business listing is deleted from online directory
 - access to the web portal is deleted
 - recurring billing is deleted

Nonsufficient Funds Checks

It is the policy of the organization to include check(s) returned by the bank because of nonsufficient funds in accounts receivable, nonsufficient funds account in the accounting records.

If the checks in question are eligible for redeposit, the subsequent deposit will reduce the receivable account accordingly.

If the checks in question are prohibited from redeposit, the account may be sent to a member collection agency and if member cannot satisfy the debt the organization's Bad Debts Policy will be implemented.

A Nonsufficient Funds Check Log will be maintained and made available for the annual review.

Petty Cash Fund

It is the policy of the organization to maintain a petty cash fund of \$50.

It is the responsibility of the Office Administrator to ensure that the petty cash fund is under lock and key at all times.

A receipt must accompany every disbursement.

The petty cash fund will be replenished as needed and at the end of every month. The petty cash fund replenishment check will be made out to the individual primarily responsible for the fund, with the work "agent" following that person's name.

Records Retention and Destruction

It is the policy of the organization to retain records as required by law and to destroy them when appropriate. See Document Shredding (pg. 8).

Refunds

Refunds are issued at the discretion of the President/CEO. Refunds will reduce the corresponding revenue account accordingly.

Repairs and Improvements

It is the policy of the organization to capitalize repairs and improvements to fixed assets or real property owned by the organization if the repairs or improvements cost more than \$1000 individually. Repairs or improvements of \$1000 or less will be expensed in the period paid.

Depreciation of capitalized repairs and improvements will be based on an analysis of how long the repair or improvement is expected to improve or extend the useful life of the property.

See Capitalization Policy (pg. 5) and Leasehold Improvement Policy (pg. 9) included in this manual.

Requests for New Policies and Procedures

It is the policy of the organization to encourage employee involvement in keeping the Accounting and Financial Policies and Procedures Manual up to date.

Salaries and Fringe Benefits Accruals

It is the policy of the organization to accrue unpaid salaries and fringe benefits in the financial statements of the organization, according to function.

Taking Work Home

It is the policy of the organization to allow employees to remove from the office documents and files over night only with the permission of their immediate supervisor. Additionally, only copies of irreplaceable documents should be taken from the office. Employees must insure that confidential documents are always secure.

Time Sheets

It is the policy of the organization that all employees complete and sign time sheets for every pay period. Paychecks will not be distributed until approved time sheets have been submitted.

Employees will note accurately all regular hours, overtime, sick and leave hours.

Time sheet periods shall be from the 28th of the month through the 12th of the following month and from the 13th of the month through the 27th of the month.

Travel Expenses

It is the policy of the organization to establish travel expense limitations and guidelines as follows:

Authorization – All travel requests must be for budgeted travel and approved at least 30 days in advance by the President/CEO.

Personal Mileage – Employees will be reimbursed for use of their personal cars on organization business at the current Federal mileage rate. Commuting mileage will not be reimbursed.

Public Carrier – Employees traveling by public carrier must purchase their tickets from a Chamber member travel agency whenever possible. The most cost-effective means of travel, such as coach airfare, must be used without prior written approval to the appropriate manager. Receipts are necessary.

Lodging – Lodging facilities must be approved by the President/CEO. Employees will be reimbursed entirely for the basic room charge and applicable taxes. Receipts are necessary.

Meals – Employees will be on a per diem basis for meals and tips. Current per diem rates are up to fifty dollars (\$50) a day for breakfast, lunch and dinner including gratuities. Approval for expenses in excess of these values are at the sole discretion of the President/CEO.

- These figures include applicable taxes.
- Receipts are necessary for meals. Tips should be noted on meal receipts.
- Expenses for alcoholic beverages will not be reimbursed.

Taxi – Actual taxi fares, including tips, will be reimbursed entirely. Receipts are necessary. Tips must be noted on taxi receipts.

Tips – Reasonable tips for baggage handling will be reimburse. Receipts are not required. Tips for meals and taxis are discussed elsewhere under these guidelines.

Parking and Tolls – Parking fees and toll expenses will be reimbursed. Receipts are necessary.

Car Rentals – Car rentals will be reimbursed if approved in advance by the President/CEO. Receipts are required.

Travel expense reimbursements will be distributed or mailed within 30 days of the receipt of properly approved requests.

All expenses and reimbursements are subject to final approval of President/CEO.

Unrelated Business Income Tax (UBIT)

It is the policy of the organization to pay UBIT on the excess of revenues over expenses on taxable activities. These activities will be clearly classified and designated in the financial records to provide adequate documentation in the event of an IRS audit.

The organization will file IRS Form 990-T to report unrelated activities. Form 990-T is considered confidential and is not available for public inspection.

See Form 990-T policy in this manual (pg. 9).

Unrestricted Net Assets

It is the policy of the organization to include board-designated funds with unrestricted net assets on the Statement of Financial Position. A supplemental Statement of Board-Designated Funds Activity will be distributed with the financial statements.

See the Board-Designated Funds section of this manual (pg. 5).

Voided Checks

It is the policy of the organization to maintain electronic copies of voided checks with bank statements.

Press Release

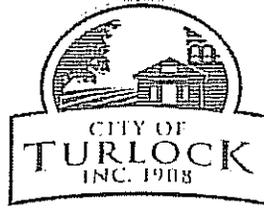


EXHIBIT B

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For Immediate Release

FOR MORE INFORMATION CONTACT:

Gary Soiseth, Mayor, City of Turlock

Turlock City, Chamber Resolve Contract Disagreement

Turlock Mayor Gary Soiseth and the Turlock Chamber of Commerce Board of Directors have agreed to the terms of a reimbursement agreement related to the Turlock Chamber of Commerce's management of the Convention and Visitor's Bureau. The terms of the reimbursement agreement will require City Council approval which is scheduled for the March 1, 2016, City Council meeting.

The reimbursement agreement recognizes that previous leaders of the Turlock Chamber of Commerce and City Hall did not follow the express financial guidelines established under the CVB contracts. However, there is substantial disagreement between the Turlock Chamber of Commerce and the City with regard to the interpretation of the agreement relating to the exact amount of compliant expenses.

While there may be substantial disagreement between the City and the Turlock Chamber of Commerce regarding the interpretation of the parties' contract, both agencies believe this is an equitable resolution of their dispute.

"This agreement has increased our financial accountability to both the taxpayer and the business community," remarked Turlock Mayor Gary Soiseth. "As public officials, we hold ourselves to a higher standard of transparency and accountability. Unfortunately, in this case; this high standard was not met by both parties between 2010 and 2014."

"With this agreement, the Chamber and the City reaffirm the importance of a strong relationship between the City and the Chamber of Commerce. The Chamber exists to support Turlock's business community, and to work with the City in connection with business development, expansion, and retention," said Chamber Chairman Lazar Piro.

The terms of the reimbursement agreement include, but are not limited to, the Turlock Chamber of Commerce paying the City of Turlock \$675 per month for twenty-five years (a total repayment of \$202,500) and providing the City of Turlock with membership in the Turlock Chamber of Commerce for twenty five years at no cost to the City. The Turlock Chamber of Commerce also implemented certain organizational reforms last year.

As part of the recently adopted Mayor and Council's Implementation and Action Plan, City staff will be scrutinizing current and future contracts with all third parties to ensure full compliance with the contract's requirements.

"I look forward to this next chapter in our decades-old partnership," stated Mayor Soiseth. "It's in the best interest of Turlock's residents to maintain a working relationship between the

Chamber of Commerce and City Hall, so I will be presenting this tentative agreement to the City Council for consideration.

The City Council will create an open, competitive bid process for services previously rendered by the CVB – including marketing, branding, and select event services – by the summer of 2016

End

