City Council Agenda

JUNE 14, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

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

City Manager
Gary R. Hampton
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: National Alzheimer's and Brain Awareness Month, June 2016, accepted by the Alzheimer's Association
B. *Recognition*: Stanislaus County Elementary Site Coordinator of the Year

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)

2. Capital Projects and Building Activity (*Pitcock*)

3. Housing Briefing and Project Update (*Pitt*)

C. PUBLIC PARTICIPATION

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

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

A. *Resolution*: Accepting Demands of 5/5/16 in the amount of $806,786.32; Demands of 5/12/16 in the amount of $1,197,296.72; Demands of 5/19/16 in the amount of $606,081.02

B. *Motion*: Accepting Minutes of Special Meeting of May 24, 2016; Regular Meeting of May 24, 2016

C. *Motion*: Approving Amendment No. 4 to the Agreement with Pires, Lipomi, and Navarro Architects, and increasing the total compensation amount by $4,950 (Fund 426) for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan"

D. *Motion*: Approving a Possession and Use Agreement between Vicente and Jackie Fuentes and the City of Turlock for City Project No. 14-28, "Intersection Improvements at Golden State Boulevard and Fulkerth Road"

E. 1. *Resolution*: Determining City Project No. 15-64, "Slurry Seals 2016," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301(c) (Existing Facilities) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an Agreement in the amount of $673,006 (Fund 246) with VSS International, Inc., West Sacramento, California for City Project No. 15-64, "Slurry Seals 2016"

F. 1. *Resolution*: Determining City Project No. 16-37, "Live Fire Training Facility Demolition," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines
2. *Motion*: Awarding base bid and bid alternate and approving an Agreement in the amount of $4,700 (Fund 116) with Modesto Sand and Gravel, Inc. of Modesto, California, for City Project No. 16-37, "Live Fire Training Facility Demolition"

G. *Resolution*: Approving a Transportation Development Act (TDA) claim for funding of transit capital and operations expenses for Fiscal Year 2016-17, and authorizing the Mayor or City Manager to sign and submit the subject claim to the Stanislaus Council of Governments

H. *Resolution*: Initiating proceedings for filing of the Annual Report for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts, Exhibit A, and all Street Maintenance Benefit Assessment Areas, Exhibit B, in the City of Turlock

I. 1. *Resolution*: Determining that the closure of West Monte Vista Avenue/University Way, between Crowell Road and Geer Road, for the 2016 Stars and Stripes 4th of July Celebration event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

2. *Resolution*: Authorizing the closure of West Monte Vista Avenue/University Way, between Geer Road and Crowell Road, from 6:00 p.m. to 11:00 p.m. on Monday, July 4, 2016, for pedestrian safety as set forth in the temporary traffic control plan approved by the City Engineer, for the 2016 Stars and Stripes 4th of July Event held on the California State University, Stanislaus campus, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

J. 1. *Resolution*: Determining the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue], for the 4th of July Parade, Car Show and Street Faire, hosted by the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

2. *Resolution*: Authorizing the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue], for pedestrian safety, for the 4th of July Parade, Car Show and Street Faire, hosted by Turlock Downtown Property Owners Association, to be held on Monday, July 4, 2016, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

K. Approving a Memorandum of Understanding between Stanislaus County Office of Education, City of Turlock and Turlock Unified School District, and authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the After School Education and Safety (ASES) Program

L. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and the City of Ceres for contract employment of a Grade 4 Water Distribution Operator from the City of Ceres

M. *Motion*: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

N. *Motion*: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

O. *Resolution*: Approving the revised and updated Consortium Agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019

P. 1. *Motion*: Rejecting the lowest bid submitted by Jorgensen & Company, Inc. of Modesto to RFP 16-326, for fire sprinklers and suppression system inspections and repairs and maintenance services for being non-responsive, pursuant to Turlock Municipal Code Section 2-7-09(c)(4)

2. *Motion*: Awarding RFP 16-326 and Contract No. 16-036 to HCI Systems, Inc. of Fresno, having met all specifications of RFP 16-326 and being the lowest responsive and responsible bidder, for fire sprinklers and suppression system inspections and repairs and maintenance services for all City buildings with fire protection equipment, in an annual amount not to exceed $10,000 and $50,000 for a period of sixty months, pursuant to Turlock Municipal Code Section 2-7-9(c)(2)

Q. 1. *Motion*: Rejecting the single proposal submitted in response to RFP 16-350, for completion of a Citywide Total Compensation Study, pursuant to Turlock Municipal Code §2-7-09(c)(4)
2. *Motion*: Authorizing issuance of RFP 16-366 with revised timeline and scope of work, for completion of a Citywide Total Compensation Study

R. *Motion*: Rejecting Claim for Damages filed by Jennifer L. West

S. *Motion*: Rejecting Claim for Damages filed by Randy Allen Beavers

T. *Motion*: Rejecting Claim for Damages filed by Sam Bebleh

6. FINAL READINGS: None

7. PUBLIC HEARINGS

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

A. Request to determine City Project No. 14-75, "Short Range Transit Plan," is exempt from the provisions of the California Environmental Quality Act (CEQA); adopt a Short Range Transit Plan for Fiscal Years 2016-21, and approve renaming the City of Turlock's transit agency from "Turlock Transit Lines" to "Turlock Transit" and inclusion of a new logo, vision and design for buses, brochures and publications.

Request to determine adoption of a revised transit fare structure is exempt from the provisions of the California Environmental Quality Act (CEQA); rescind Resolution No. 2011-045, Passenger Fare Rates for the Turlock Transit System, and establish a revised passenger fare structure, effective July 1, 2016.

Request to determine the modification, relocation and signing of bus stops associated with implementing the recommended changes to transit routes and schedules is exempt from the provisions of the California Environmental Quality Act (CEQA); implement the recommended changes to fixed-route transit schedules and routes as specified within the completed Short Range Transit Plan; and authorize future alterations as necessary to achieve operational and financial goals. (*York*)

Recommended Action:
Resolution: Determining City Project No. 14-75, "Short Range Transit Plan," is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines

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Resolution: Adopting a Short Range Transit Plan for Fiscal Years 2016-21, to serve as a strategic planning document for transit-related capital purchases, operations and service evaluations, as required by the Federal Transit Administration and as part of City Project No. 14-75, "Short Range Transit Plan"

Resolution: Approving the renaming of the City of Turlock's transit agency from "Turlock Transit Lines" to "Turlock Transit" with a new logo, vision and design for buses, brochures and publications, as part of a comprehensive marketing and re-branding effort

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Resolution: Determining adoption of a revised transit fare structure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15273 (Rates, Tolls, Fares and Charges) of the CEQA Guidelines

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Resolution: Rescinding Resolution No. 2011-045, Passenger Fare Rates for the Turlock Transit System, effective March 1, 2011, and establishing a revised passenger fare structure, effective July 1, 2016, and containing a revision to the City's Public Services Transit Pass Program

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Resolution: Determining the modification, relocation and signing of bus stops associated with implementing the recommended changes to transit routes and schedules, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) and/or Section 15311 (Accessory Structures) of the CEQA Guidelines

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Motion: Implementing the recommended changes to fixed-route transit schedules and routes as specified within the completed Short Range Transit Plan, effective January 1, 2017, and authorizing future alterations as necessary to achieve operational and financial goals as defined within the Short Range Transit Plan

B. Request to vacate that section of Cooper Avenue right-of-way between Rose Street and Oak Street and authorizing the City Manager or his/her designee to execute all documents necessary to vacate that section of roadway following completion of all improvements, as specified in the conditions of approval as modified by the City Council, **OR** deny the petition submitted by the Sacred Heart Church to vacate that section of Cooper Avenue right-of-way between Rose Street and Oak Street. (*Pitcock*)

Recommended Action:
OPTION 1
Resolution: Vacating that section of Cooper Avenue right-of-way between Rose Street and Oak Street and authorizing the City Manager or his/her designee to execute all documents necessary to vacate that section of roadway following completion of all improvements, as specified in the conditions of approval as modified by the City Council

OPTION 2
Motion: Denying the petition submitted by the Sacred Heart Church to vacate that section of Cooper Avenue right-of-way between Rose Street and Oak Street

C. Request to rescind Resolution No. 2011-112 and adopt the 2015 Urban Water Management Plan update including the method for determining urban water use targets as required by the Water Conservation Act of 2009. (*Cooke*)

Recommended Action:
Resolution: Rescinding Resolution No. 2011-112 and adopting the 2015 Urban Water Management Plan update including the method for determining urban water use targets as required by the Water Conservation Act of 2009

8. SCHEDULED MATTERS

A. Request to approve the Transportation Expenditure Plan and request the Stanislaus County Board of Supervisors place a Retail Transaction and Use Tax Measure on the November 8, 2016 General Election ballot (*Pitcock*)

Recommended Action:
Resolution: Approving the Transportation Expenditure Plan and requesting the Stanislaus County Board of Supervisors place a Retail Transaction and Use Tax Measure on the November 8, 2016 General Election ballot

B. Request to determine the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for Embellish Salon to host its 5th Anniversary Open House Street Faire event on July 9, 2016, from 12:00 p.m. to 7:30 p.m., is exempt from the provisions of the California Environmental Quality Act (CEQA); authorize the requested street closure for pedestrian safety purposes; and authorize the City Manager to apply appropriate conditions and restrictions. (*Traini*)

Recommended Action:
Resolution: Determining the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for Embellish Salon to host its 5th Anniversary Open House Street Faire event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Resolution: Authorizing the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for pedestrian safety, for Embellish Salon to host its 5th Anniversary Open House Street Faire event on Saturday, July 9, 2016, from 12:00 p.m. to 7:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

C. Request to approve the Vietnam War Commemoration Commemorative Partner Statement of Understanding to participate in the United States of America Vietnam War Commemoration Commemorative Partner Program, and demonstrate our community thankfulness to those who served in the Vietnam War. (*Van Guilder/Traini*)

Recommended Action:
Motion: Approving the Vietnam War Commemoration Commemorative Partner Statement of Understanding, to participate in the United States of America Vietnam War Commemoration Commemorative Partner Program, and demonstrate our community thankfulness to those who served in the Vietnam War

D. Request to authorize the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State of California Department of Housing and Community Development for the Affordable Housing and Sustainable Communities Program. (*Pitt*)

Recommended Action:
Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State of California Department of Housing and Community Development for the Affordable Housing and Sustainable Communities Program

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

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:
1) When a majority decides there is an "emergency situation" (as defined for emergency meetings).
2) When two-thirds of the members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action "came to the attention of the local agency subsequent to the agenda being posted." This exception requires a degree of urgency. Further, an item cannot be considered under this provision if the legislative body or the staff knew about the need to take immediate action before the agenda was posted. A "new" need does not arise because staff forgot to put an item on the agenda or because an applicant missed a deadline.
3) When an item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

A legitimate immediate need can be acted upon even though not on the posted agenda by following a two-step process. First, make two determinations: (a) that there is an immediate need to take action and (b) that the need arose after the posting of the agenda. The matter is then "placed on the agenda." Second, discuss and act on the added agenda item.

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. *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

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

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

13. ADJOURNMENT

2A

IN HONOR OF

NATIONAL ALZHEIMER'S AND BRAIN AWARENESS MONTH

JUNE 2016

WHEREAS, today there are more than 5 million Americans living with Alzheimer's, a figure that is expected to grow to as many as 16 million by mid-century if a cure or effective treatment is not developed; and

WHEREAS, there are an estimated 588,000 people with Alzheimer's in the State of California, with over 917 people residing in the City of Turlock; and

WHEREAS, of those 917 Turlock residents with Alzheimer's, more than 2,751 caregivers provide care and support for their loved ones living with Alzheimer's; and

WHEREAS, researchers are making great strides in developing methods to accurately diagnose and treat Alzheimer's disease; and

WHEREAS, to increase public awareness and accelerate the pace of research, the Alzheimer's Association encourages residents of Turlock to learn more about Alzheimer's and become part of the effort to combat the disease; and

WHEREAS, the Alzheimer's Association commemorates June as Alzheimer's and Brain Awareness Month and designates June 20, 2016 as The Longest Day.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim June 2016, as **"NATIONAL ALZHEIMER'S AND BRAIN AWARENESS MONTH"** in the City of Turlock and urge all citizens to become involved and help raise awareness of Alzheimer's Disease.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 14th day of June, 2016.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 05/5/16 IN THE AMOUNT OF $806,786.32; WEEKLY DEMANDS OF 05/12/16 IN THE AMOUNT OF $1,197,296.72; WEEKLY DEMANDS OF 05/19/16 IN THE AMOUNT OF$606,081.02	}	**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:
05/05/16	$806,786.32
05/12/16	$1,197,296.72
05/19/16	$606,081.02

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

City of Turlock

Payment Register

From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
106755	04/29/2016	Open			Accounts Payable	WESTAMERICA BANK	$179,037.08		

Invoice	Date	Description	Amount
736 Park St	04/28/2016	Cashiers ck for Harmony Escrow-purchase of 736 Park St Tlk	$179,037.08

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$179,037.08

106756	05/04/2016	Open			Utility Management Refund	29 SAC HOLDINGS I	$189.66

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	847348-006	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$189.66

106757	05/04/2016	Open			Utility Management Refund	AZEVEDO, CLARISSA	$41.58

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	701912-002	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$41.58

106758	05/04/2016	Open			Utility Management Refund	CARRANZA, MIGUEL, ANGEL	$126.77

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	137499-005	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$126.77

106759	05/04/2016	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMNT,	$38.37

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	476668-006	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$38.37

106760	05/04/2016	Open			Utility Management Refund	HILL, SPENCER	$154.71

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	236594-003	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$154.71

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Payment Register

From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

106761 05/04/2016 Open Utility Management Refund KRUPPSTADT, JENNIFER $74.12

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Flat	220612-005	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$74.12

106762 05/04/2016 Open Utility Management Refund LAZARRI-JONES, DEBORAH $25.00

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	632813-001	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$25.00

106763 05/04/2016 Open Utility Management Refund MCMAHON, MARY, SARGIS $17.45

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	329630-001	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$17.45

106764 05/04/2016 Open Utility Management Refund MCROY WILBUR COMMUNITY $23.00

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000602-001	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$23.00

106765 05/04/2016 Open Utility Management Refund MCROY WILBUR COMMUNITY $23.23

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000601-001	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$23.23

106766 05/04/2016 Open Utility Management Refund REED, KATRINA $70.57

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	826502-002	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$70.57

106767 05/04/2016 Open Utility Management Refund SNYDER, HEATHER, E $275.15

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	237892-003	MOVE OUT CREDIT	05/04/2016	Refund

Payment Register

From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$275.15

106768 05/04/2016 Open Utility Management Refund TURLOCK COLUMBIAN $66.80

Account Type	Account Number	Description	Transaction Date	Transaction Type
Commercial Metered	493732-001	MOVE OUT CREDIT	05/04/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$66.80

106769 05/05/2016 Open Accounts Payable ALL AMERICAN SCOREBOARDS $1,094.48

Invoice	Date	Description	Amount
857628	05/02/2016	8K CONSOLE & REPAIR FOR PEDRETTI	$1,094.48

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$985.03
205 - Sports Facilities	205.11000 (Cash)	$109.45

106770 05/05/2016 Open Accounts Payable ALLIANCE $30,000.00

Invoice	Date	Description	Amount
3019	05/04/2016	FY 15/16-MOU Agreement	$30,000.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$30,000.00

106771 05/05/2016 Open Accounts Payable AMERICAN MESSAGING $28.99

Invoice	Date	Description	Amount
R1061851QE	04/27/2016	Acct #R1-061851 - Police Department	$28.99

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$28.99

106772 05/05/2016 Open Accounts Payable AMERICAN MESSAGING $10.87

Invoice	Date	Description	Amount
R1061876QE	04/27/2016	Acct #R1-061876 - Fire Dept.	$10.87

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$10.87

106773 05/05/2016 Open Accounts Payable AMERINATN'L COMM SERVICE $16,000.00

Invoice	Date	Description	Amount
1201 Butte Way	05/02/2016	Rehabilitation expenses to escrow for 1201 Butte Way, Turlock	$16,000.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$16,000.00

106774 05/05/2016 Open Accounts Payable ASSOCIATED ENG GROUP INC $1,320.00

Invoice	Date	Description	Amount

8882	04/28/2016	CP 13-65 TRAFFIC SIGNAL AT N. OLIVE & WAYSIDE	$1,320.00
Paying Fund		Cash Account	Amount
215 - Streets - Grant Funded Projects		215.11000 (Cash)	$1,320.00

106775 05/05/2016 Open Accounts Payable AT&T / CALNET 3 $169.37

Invoice	Date	Description	Amount
000007949703	04/27/2016	Bill payer (BAN): 9391034896	$169.37
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$169.37

106776 05/05/2016 Open Accounts Payable AT&T MOBILITY $3,002.07

Invoice	Date	Description	Amount
995824412X042720	04/27/2016	995824412 / Aircards	$2,241.21
287262975728X04	04/27/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones	$348.68
287262975677X04	04/27/2016	287262975677 / WQC Phones & Data SIM for Eng Dept	$354.39
829405594X042016	04/27/2016	829405594-IT CELL PHONE	$57.79
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,199.71
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$474.78
501 - Information Technology		501.11000 (Cash)	$286.08
502 - Engineering		502.11000 (Cash)	$41.50

106777 05/05/2016 Open Accounts Payable BERGMAN LANDSCAPE INC $3,379.96

Invoice	Date	Description	Amount
13489	04/28/2016	125 STARR AVE-TRASH PICKUP 4HRS/DUMP RUN 3HRS	$1,094.87
13466	04/28/2016	1400 W MAIN ST-STRING TRIM 8HRS/TRASH PICKUP 6.5HRS/DUMP TAGS	$2,285.09
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$3,379.96

106778 05/05/2016 Open Accounts Payable CARLSON SOFTWARE INC $1,925.00

Invoice	Date	Description	Amount
0135857-IN	04/28/2016	CAD SURVEY SOFTWARE	$1,925.00
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	$1,925.00

106779 05/05/2016 Open Accounts Payable CDW LLC $634.91

Invoice	Date	Description	Amount
CSG2606	04/29/2016	Equipment Purchase-(6)LG Ultra Slim DVD	$544.20
CSK2708	04/29/2016	Equipment Purchase-(1)LG Ultra Slim Blu-Ray	$90.71
Paying Fund		Cash Account	Amount

110 - General Fund	110.11000 (Cash)	$272.10
242 - Computer Replacement	242.11000 (Cash)	$272.10
266 - Police Services Grants	266.11000 (Cash)	$90.71

106780 05/05/2016 Open Accounts Payable CENTRAL VALLEY BUSINESS FORMS $597.50

Invoice	Date	Description	Amount
197030	05/02/2016	EMPLOYMENT APPLICATION FORMS	$267.54
197029	05/02/2016	EMPLOYMENT APPLICATION FORMS	$329.96
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$597.50

106781 05/05/2016 Open Accounts Payable CITY OF TURLOCK POLICE DEPARTMENT $2,500.00

Invoice	Date	Description	Amount
FY 15/16-TNET	04/27/2016	FY 15/16-FUNDS	$2,500.00
Paying Fund		Cash Account	Amount
201 - Asset Forfeiture		201.11000 (Cash)	$2,500.00

106782 05/05/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $174,319.55

Invoice	Date	Description	Amount
CK RUN 5/5/16	05/05/2016	Check Run 5/5/2016	$118,762.59
CK RUN 5/3/16	05/05/2016	Check Run 5/3/16	$55,556.96
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	$174,319.55

106783 05/05/2016 Open Accounts Payable COSTCO $914.16

Invoice	Date	Description	Amount
4/26/16 x 8926	04/27/2016	Stmt: 4/26/16-Multi-Dept charges	$914.16
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$829.39
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$84.77

106784 05/05/2016 Open Accounts Payable COUNTRY FORD TRUCKS INC $1,056.69

Invoice	Date	Description	Amount
6007533/1	04/29/2016	Repair-Ford Ranger	$1,018.75
5020410	04/29/2016	BLT05-1032 PLAIN UNION ELBOW	$37.94
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,018.75
426 - Transit - Fixed Route		426.11000 (Cash)	$37.94

106785 05/05/2016 Open Accounts Payable CYCLE SPECIALTIES INC $772.86

Invoice	Date	Description	Amount

264756	04/27/2016	REPLACE/MOUNT NEW TIRES, REPLACE WORN BRAKE PADS/OIL	$772.86	
Paying Fund		Cash Account	Amount	
110 - General Fund		110.11000 (Cash)	$772.86	

106786	05/05/2016	Open	Accounts Payable	DELTA WIRELESS & NETWORK	$544.53
Invoice	Date	Description		Amount	
68771	04/28/2016	UNIT #12, INSTALL BEHIND PASS SEAT/DASH PANEL		$544.53	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$544.53	

106787	05/05/2016	Open	Accounts Payable	DF ENGINEERING INC	$3,140.00
Invoice	Date	Description		Amount	
22898	04/28/2016	SR15-01, AMEND NO.1 CP14-24 COUNTRYSIDE STORM DRAIN REPAIRS		$585.00	
22902	04/28/2016	SR02, 15-57 BROADWAY PARKING LOT		$2,555.00	
Paying Fund		Cash Account		Amount	
305 - Capital Facility Fees		305.11000 (Cash)		$2,555.00	
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)		$585.00	

106788	05/05/2016	Open	Accounts Payable	EXPRESS PRESS	$1,882.54
Invoice	Date	Description		Amount	
29661	04/27/2016	Spring Softball Tshirts		$1,364.80	
29657B	04/27/2016	Spring Tiny tots 2016		$517.74	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$1,882.54	

106789	05/05/2016	Open	Accounts Payable	FARIA, JAMIE	$142.00
Invoice	Date	Description		Amount	
4/30/16 Payroll	05/05/2016	4/30/16 Payroll-Withholding		$142.00	
Paying Fund		Cash Account		Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)		$142.00	

106790	05/05/2016	Open	Accounts Payable	FRANCHISE TAX BOARD	$444.26
Invoice	Date	Description		Amount	
4/30/16 Payroll	05/05/2016	4/30/16 Payroll-Withholding		$444.26	
Paying Fund		Cash Account		Amount	
104 - Payroll Clearing Fund		104.11000 (Cash)		$444.26	

106791	05/05/2016	Open	Accounts Payable	GCR TIRES & SERVICE	$501.21
Invoice	Date	Description		Amount	
858-22733	04/29/2016	EL03-677 TIRES		$501.21	
Paying Fund		Cash Account		Amount	

420 - WATER	420.11000 (Cash)	$501.21	

106792 05/05/2016 Open Accounts Payable GDR ENGINEERING INC $172.00

Invoice	Date	Description	Amount
24185	04/28/2016	SR 15-01, 14-29 WATERLINE REPL ON PALM, MITCHELL	$172.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$172.00

106793 05/05/2016 Open Accounts Payable GENFARE $125,921.45

Invoice	Date	Description	Amount
90101603	04/28/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$9,684.53
90101602	04/28/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$19,523.69
90101600	04/28/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$95,938.33
90101471	04/28/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$774.90

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$125,921.45

106794 05/05/2016 Open Accounts Payable GOMES & SONS INC, JOE M $13,444.54

Invoice	Date	Description	Amount
4/1/16-4/15/16	04/27/2016	CUST #24090 - Fuel Expense for 4/1/16 - 4/15/16	$12,635.95
185769	04/27/2016	Fuel for Fire #3	$808.59

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$7,721.77
205 - Sports Facilities	205.11000 (Cash)	$183.79
217 - Streets - Gas Tax	217.11000 (Cash)	$984.97
246 - Landscape Assessment	246.11000 (Cash)	$996.34
405 - Building	405.11000 (Cash)	$144.65
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,387.81
420 - WATER	420.11000 (Cash)	$696.54
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$1,224.47
502 - Engineering	502.11000 (Cash)	$104.20

106795 05/05/2016 Open Accounts Payable GRAINGER INC, W W $466.47

Invoice	Date	Description	Amount
9088783486	04/29/2016	BELTS FOR THICKENER PUMPS	$260.69
9090352353	04/29/2016	CAPS FOR WATER STATIONS	$44.08
9090352361	04/29/2016	HARDING PUMP STATION A/C	$161.70

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$466.47

106796 05/05/2016 Open Accounts Payable GROENIGER & COMPANY $785.23

Payment Register

From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

Invoice	Date	Description	Amount
1168447	04/29/2016	PIPE & PIPE FITTINGS	$785.23
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$785.23

106797 05/05/2016 Open Accounts Payable HARDERS PRINT SHOP INC $142.07

Invoice	Date	Description	Amount
66935	05/04/2016	BUSINESS CARDS - (3) COUNCIL MEMBERS & (2) MUNICIPAL SERVICES	$142.07
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$85.24
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$56.83

106798 05/05/2016 Open Accounts Payable HD SUPPLY WATERWORKS LTD $215.25

Invoice	Date	Description	Amount
F363167	04/29/2016	PIPE & PIPE FITTINGS	$215.25
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$215.25

106799 05/05/2016 Open Accounts Payable HILMAR READY MIX $618.84

Invoice	Date	Description	Amount
7094	04/29/2016	TOWN CENTER STORM M/H	$188.34
7097	04/29/2016	TOWN CENTER M/H	$188.34
7128	04/29/2016	WQC	$242.16
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$618.84

106800 05/05/2016 Open Accounts Payable HUB INT'L OF CA INS SVC $107.40

Invoice	Date	Description	Amount
APRIL 2016	05/02/2016	LIABILITY INSURANCE FOR FACILITIES	$107.40
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$107.40

106801 05/05/2016 Open Accounts Payable IMAGE UNIFORMS(STANS) INC $529.33

Invoice	Date	Description	Amount
131464	04/27/2016	EXPLORERS NAMETAGS/TIE BARS/PANT/DUTY BELTS/UNDERBELTS/TIES	$529.33
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$529.33

106802 05/05/2016 Open Accounts Payable IMMIX TECHNOLOGY, INC. $770.50

Invoice	Date	Description	Amount
119035	04/27/2016	5 ADDITIONAL TELESTAFF LICENSES	$770.50
Paying Fund		Cash Account	Amount

110 - General Fund	110.11000 (Cash)		$770.50

106803	05/05/2016	Open	Accounts Payable	J A MOMANEY SERVICES INC	$469.25

Invoice	Date	Description	Amount
78547	04/29/2016	SIGNAL BULBS	$469.25
Paying Fund		Cash Account	Amount
216 - Streets - Local Transportation		216.11000 (Cash)	$469.25

106804	05/05/2016	Open	Accounts Payable	JCS PROPERTIES LLC	$2,471.96

Invoice	Date	Description	Amount
May 2016	05/02/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM	$2,471.96
Paying Fund		Cash Account	Amount
625 - Successor Agency - LMI		625.11000 (Cash)	$2,471.96

106805	05/05/2016	Open	Accounts Payable	KNOX COMPANY	$669.00

Invoice	Date	Description	Amount
INV00794301	04/28/2016	USB MASTER LOCK/MOUNTING BRACKET	$669.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$669.00

106806	05/05/2016	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58

Invoice	Date	Description	Amount
303155956	04/27/2016	LEASE AGREEMENT FOR 9 COPIERS	$843.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$804.85
405 - Building		405.11000 (Cash)	$19.36
505 - Fleet		505.11000 (Cash)	$19.37

106807	05/05/2016	Open	Accounts Payable	LEHIGH HANSON INC	$349.01

Invoice	Date	Description	Amount
1671227	05/02/2016	ASPHALT FOR STREETS	$130.60
1670223	05/02/2016	ASPHALT FOR STREETS	$106.00
1670674	05/02/2016	ASPHALT FOR STREETS & TRENCH PAVERS	$112.41
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$320.91
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$28.10

106808	05/05/2016	Open	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	$3,121.18

Invoice	Date	Description	Amount
524423	04/28/2016	TIRE DISPOSAL	$204.00
524716	04/29/2016	BLT05-1032 TIRES	$2,917.18
Paying Fund		Cash Account	Amount

110 - General Fund	110.11000 (Cash)	$204.00
426 - Transit - Fixed Route	426.11000 (Cash)	$2,917.18

106809 05/05/2016 Open Accounts Payable MO-CAL OFFICE SOLUTIONS INC $1,471.63

Invoice	Date	Description	Amount
AR234041	04/27/2016	PD DETECTIVES - Annual Fee for 3/1/16-2/28/17 (Kyocera/KM-2050)	$194.83
AR237089	04/27/2016	MS ADMIN - For 3/01/16-3/1/16 (Kyocera/Taskafa 3051CI)	$182.60
AR237415	04/27/2016	PFM Annual Fee for 5/14/16 - 5/13/17 (Kyocera/FS-1135MFP)	$194.83
AR238325	04/27/2016	ENGINEERING - For 3/1/16-3/31/16 (Kyocra/KM-4050)	$33.63
AR238764	04/27/2016	RECREATION - For 4/1/16-4/30/16 (Kyocera/TAskalfa 4500I)	$129.76
AR238765	04/27/2016	PLANNING - For 4/1/16-4/30/16 (Kyocera/Taskalfa 4500I)	$107.11
AR238824	04/27/2016	PD ADMIN - for 4/1/16-4/30/16 (Kyocera/TAskalfa 3500I)	$32.56
AR238825	04/27/2016	ENGINEERING - For 4/1/16-4/30/16 (Kyocera/KM-4050)	$37.57
AR238859	04/27/2016	HR - For 4/01/16-4/30/16 (Kyocera/Taskalfa 3500I)	$85.83
AR238888	04/27/2016	PD RECORDS - For 4/1/16-4/30/16 (Kyocera/KM-4050)	$307.13
AR239040	04/27/2016	MS ADMIN - For 4/1/16- 4/30/16 (Kyocera/Taskalfa 3051CI)	$165.78

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,052.05
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$35.98
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$156.20
420 - WATER	420.11000 (Cash)	$156.20
502 - Engineering	502.11000 (Cash)	$71.20

106810 05/05/2016 Open Accounts Payable MOTION INDUSTRIES INC - CA82 $67.70

Invoice	Date	Description	Amount
CA82-902277	04/29/2016	RUBBER CYL CARTRIDGE	$67.70

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$67.70

106811 05/05/2016 Open Accounts Payable MUNICIPAL EMERGENCY SERVICES, INC. $4,517.16

Invoice	Date	Description	Amount
00708941_SNV	04/28/2016	2 HONEYWELL COAT/2PANT+EXTRA BELT	$4,517.16

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,517.16

106812 05/05/2016 Open Accounts Payable MUNISERVICES LLC $625.00

Invoice	Date	Description	Amount

41501	05/02/2016	STARS Services for 4th Quarter 2015 Reports		$625.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$625.00

106813	05/05/2016 Open	Accounts Payable	NAPA AUTO PARTS	$57.09
Invoice	Date	Description		Amount
659641	04/29/2016	WT02-571 DISC BRAKE PADS		$37.09
659994	04/29/2016	CL15-854 DOCUMENT HOLDER KIT		$10.00
659996	04/29/2016	ST16-7154 DOCUMENT HOLDER KIT		$10.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		$10.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$10.00
420 - WATER		420.11000 (Cash)		$37.09

106814	05/05/2016 Open	Accounts Payable	NEW FLYER INDUSTRIES CANADA ULC	$145.38
Invoice	Date	Description		Amount
80265327	04/29/2016	A/C COMPRESSOR BELT		$145.38
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		$145.38

106815	05/05/2016 Open	Accounts Payable	NEXT LEVEL PARTS INC	$505.57
Invoice	Date	Description		Amount
8577-205927	04/29/2016	POL11-1112 BRAKE MSTR CYLINDER		$67.11
8577-205929	04/29/2016	POL08-1284 H13 BULB		$22.58
8577-205961	04/29/2016	BRAKE MSTR CYLINDER FOR POLICE		$86.18
8577-206306	04/29/2016	AD10-4361 BATTERY		$40.37
8577-206358	04/29/2016	WT02-571 BRAKE ROTOR		$82.85
8577-206655	04/29/2016	SP04-4277 NEW STARTER		$206.48
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$175.87
246 - Landscape Assessment		246.11000 (Cash)		$40.37
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$206.48
420 - WATER		420.11000 (Cash)		$82.85

106816	05/05/2016 Open	Accounts Payable	NORTH AMERICAN TITLE CO	$50,000.00
Invoice	Date	Description		Amount
1350 5th St #114	05/02/2016	First Time Home Buyers program for Zepeda-1350 5th St #114		$50,000.00
Paying Fund		Cash Account		Amount
257 - State HOME Funds		257.11000 (Cash)		$50,000.00

106817	05/05/2016 Open	Accounts Payable	OMNI-MEANS INC	$1,041.50
Invoice	Date	Description		Amount

36370	04/28/2016	0828-SR-99 INTERCHANGE	$624.00
36495	04/28/2016	0828-SR-99 INTERCHANGE	$417.50
Paying Fund		Cash Account	Amount
305 - Capital Facility Fees		305.11000 (Cash)	$1,041.50

106818 05/05/2016 Open Accounts Payable P G & E $8.65

Invoice	Date	Description	Amount
Rec - 4/26/16	04/27/2016	2749172768-4 / 144 S Broadway	$8.65
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$8.65

106819 05/05/2016 Open Accounts Payable PACE SUPPLY CORPORATION $344.36

Invoice	Date	Description	Amount
053269010	04/29/2016	PIPE & PIPE FITTINGS	$344.36
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$344.36

106820 05/05/2016 Open Accounts Payable PACIFIC STORAGE COMPANY $220.00

Invoice	Date	Description	Amount
2067557	04/27/2016	PD RECORDS - SHREDDING SERVICES FOR APRIL 2016	$22.00
2067558	04/27/2016	PD MAIL ROOM - SHREDDING SERVICES FOR APRIL 2016	$40.00
2067559	04/27/2016	PD OPERATIONS - SHREDDING SERVICES FOR APRIL 2016	$54.00
2067560	04/27/2016	PD DISPATCH - SHREDDING SERVICES FOR APRIL 2016	$22.00
2067561	04/27/2016	PD DETECTIVES - SHREDDING SERVICES FOR APRIL 2016	$40.00
2067562	04/27/2016	FIRE/NEIGHBORHOOD (NP) - SHREDDING SERVICES FOR APRIL 2016	$22.00
2067563	04/27/2016	HR - SHREDDING SERVICES FOR APRIL 2016	$20.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$220.00

106821 05/05/2016 Open Accounts Payable PLATT ELECTRIC SUPPLY $155.88

Invoice	Date	Description	Amount
J263477	04/29/2016	MOG TO MED ADAPTER	$60.85
J266838	04/29/2016	CHRISTY BOX & LID	$95.03
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	$155.88

106822 05/05/2016 Open Accounts Payable PVP COMMUNICATIONS INC $655.37

Invoice	Date	Description	Amount
23213	04/27/2016	WIRELESS SHOULDER MIC	$655.37
Paying Fund		Cash Account	Amount

266 - Police Services Grants	266.11000 (Cash)	$655.37	

106823	05/05/2016	Open	Accounts Payable	QUICKSCORES LLC	$558.00

Invoice	Date	Description	Amount
161015	05/02/2016	Summer 2016 Invoice	$558.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$558.00

106824	05/05/2016	Open	Accounts Payable	ROLAND PHD,JOCELYN E	$2,000.00

Invoice	Date	Description	Amount
12515	04/27/2016	MAY 2016	$1,000.00
12346	04/27/2016	MARCH 2016	$1,000.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,000.00

106825	05/05/2016	Open	Accounts Payable	SHARPENING SHOP	$171.87

Invoice	Date	Description	Amount
210921	04/29/2016	NARROW V BELT CL13-848	$171.87
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$171.87

106826	05/05/2016	Open	Accounts Payable	SHELL FLEET PLUS	$158.26

Invoice	Date	Description	Amount
079180105604	04/27/2016	Acct #079 180 105 - Fuel Expense	$158.26
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$158.26

106827	05/05/2016	Open	Accounts Payable	SHORE CHEMICAL COMPANY	$91.76

Invoice	Date	Description	Amount
45298	04/29/2016	SODIUM HYPOCHLORITE 12%	$30.81
45301	04/29/2016	SODIUM HYPOCHLORITE 12%	$68.45
CM45322	04/29/2016	SODIUM HYPOCHLORITE 12%	($7.50)
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	($7.50)
420 - WATER		420.11000 (Cash)	$99.26

106828	05/05/2016	Open	Accounts Payable	STERICYCLE INC	$624.50

Invoice	Date	Description	Amount
3003396734	04/27/2016	MONTHLY DISPOSAL OF HAZARDOUS MATERIALS APR2016	$624.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$624.50

106829	05/05/2016	Open	Accounts Payable	STOMMEL INC DBA LEHR AUTO	$112,557.00

ELECTRIC

Invoice	Date	Description	Amount
01 120231	04/27/2016	LABOR/INSTALL UNIT #523	$16,264.82
01 119971	04/27/2016	LABOR/INSTALL MAP LIGHT UNIT #515	$16,209.14
01 120105	04/27/2016	LABOR/INSTALL LOJACK SYSTEM UNIT #512	$16,245.15
01 119624	04/27/2016	LABOR/INSTALL EMERGENCY EQUIP UNIT #521	$16,095.58
01 119610	04/27/2016	UNIT #514 PI UTILITY	$16,013.63
01 120724	04/27/2016	K-9 UNIT#513 INSTALL EMERGENCY EQUIPMENT	$17,911.32
01 120970	04/27/2016	LABOR INSTALL OF BLACKOUT/LITLITE	$4,081.69
01 120973	04/27/2016	INSTALL RED/BLUE TAIL LIGHTS UNITS #1129/1131/1132	$1,253.98
01 122373	04/27/2016	INSTALL DRIVER/PASS SIDE LIGHTS/SIREN SPEAKER UNIT #1303	$2,730.43
01122194	04/27/2016	TOP TRAYS 507/508/509/514/515/516/521/530/531	$1,974.82
01 122420	04/27/2016	INSTALL RED/BLUE BACK UP LIGHTS	$1,293.98
01 121075	04/27/2016	REVERSE PARK LIGHT/REMOVE EMER EQUIP FROM #1251, PUT IN #1145	$2,482.46

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$7,005.24
116 - Special Public Safety	116.11000 (Cash)	$5,400.00
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$100,151.76

106830 05/05/2016 Open Accounts Payable SUPPORT PAYMENT CLEARING $439.13

Invoice	Date	Description	Amount
4/30/16 Payroll	05/05/2016	4/30/16 Payroll-Withholding	$439.13

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

106831 05/05/2016 Open Accounts Payable T I D $22,307.74

Invoice	Date	Description	Amount
PO 146 - 5/05/16	04/22/2016	Multiple COT Accounts paid on PO 146	$9,490.49
Stmt: 4/30/16	05/04/2016	000208-022041-0003 / 244 N Broadway (PSF)	$12,817.25

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$13,696.09
205 - Sports Facilities	205.11000 (Cash)	$3,889.71
216 - Streets - Local Transportation	216.11000 (Cash)	$2,211.82
420 - WATER	420.11000 (Cash)	$907.20
426 - Transit - Fixed Route	426.11000 (Cash)	$135.21
505 - Fleet	505.11000 (Cash)	$1,467.71

106832 05/05/2016 Open Accounts Payable TID $201.00

Invoice	Date	Description	Amount
087026005-2016	04/29/2016	2016 IRRIGATION WATER FOR 087026005 2919 W CHRISTOFFERSEN	$201.00

Paying Fund	Cash Account	Amount

420 - WATER	420.11000 (Cash)		$201.00

106833	05/05/2016	Open	Accounts Payable	TREES INC	$2,139.98

Invoice	Date	Description	Amount
COT0029	05/02/2016	TREE TRIMMING FOR PEDRETTI	$2,139.98
Paying Fund		**Cash Account**	**Amount**
205 - Sports Facilities		205.11000 (Cash)	$2,139.98

106834	05/05/2016	Open	Accounts Payable	TURLOCK JOURNAL	$46.50

Invoice	Date	Description	Amount
145425	04/26/2016	Classified-help wanted ad-Fleet Maint.Mechanic	$46.50
Paying Fund		**Cash Account**	**Amount**
505 - Fleet		505.11000 (Cash)	$46.50

106835	05/05/2016	Open	Accounts Payable	TURLOCK UMPIRE GROUP	$9,046.00

Invoice	Date	Description	Amount
MAR 2016	04/27/2016	March 2016-181 slow pitch games	$5,260.00
APR 2016	05/02/2016	April Invoice 2016	$3,786.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$9,046.00

106836	05/05/2016	Open	Accounts Payable	TYLER TECHNOLOGIES INC.	$533.00

Invoice	Date	Description	Amount
49556	05/02/2016	SSMA - 5 Additional Financial Management Licenses	$533.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$433.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$50.00
420 - WATER		420.11000 (Cash)	$50.00

106837	05/05/2016	Open	Accounts Payable	UNION PACIFIC RAILROAD	$9,445.23

Invoice	Date	Description	Amount
90061743	04/28/2016	14-28 INTERSECTION IMPROVEMENTS AT N GOLDEN STATE BLVD/FULKERTH	$9,445.23
Paying Fund		**Cash Account**	**Amount**
215 - Streets - Grant Funded Projects		215.11000 (Cash)	$9,445.23

106838	05/05/2016	Open	Accounts Payable	UNITED SAMARITANS FDT INC	$2,993.65

Invoice	Date	Description	Amount
Draw 3	05/03/2016	UNITED SAMARITANS FY 2015-2016	$2,993.65
Paying Fund		**Cash Account**	**Amount**
255 - CDBG		255.11000 (Cash)	$2,993.65

106839	05/05/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$795.84

Invoice	Date	Description	Amount

Stmt: 4/16/16	04/27/2016	Acct #128444 - Public Safety mobile internet service		$795.84
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$795.84

106840	05/05/2016	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	$560.91
Invoice	Date	Description		Amount	
CL67112	04/28/2016	FUEL PURCHASE		$560.91	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$560.91	

106841	05/05/2016	Open	Accounts Payable	VETERINARY MED CTR INC	$65.00
Invoice	Date	Description		Amount	
217077	04/27/2016	VACC/GRANT SPAY		$65.00	
Paying Fund		Cash Account		Amount	
203 - Animal Fee Forfeiture		203.11000 (Cash)		$5.00	
266 - Police Services Grants		266.11000 (Cash)		$60.00	

106842	05/05/2016	Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
Invoice	Date	Description		Amount	
12-742	04/28/2016	PROJECT MANAGEMENT SOFTWARE TOOL-CAPITAL PROJECT		$500.00	
Paying Fund		Cash Account		Amount	
502 - Engineering		502.11000 (Cash)		$500.00	

106843	05/05/2016	Open	Accounts Payable	WEST STEEL & PLASTIC	$6.82
Invoice	Date	Description		Amount	
356873	05/02/2016	MISC STAINLESS MATERIAL FOR STREETS		$6.82	
Paying Fund		Cash Account		Amount	
217 - Streets - Gas Tax		217.11000 (Cash)		$6.82	

106844	05/05/2016	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,773.27
Invoice	Date	Description		Amount	
May 2016	05/02/2016	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		$2,773.27	
Paying Fund		Cash Account		Amount	
625 - Successor Agency - LMI		625.11000 (Cash)		$2,773.27	

106845	05/05/2016	Open	Accounts Payable	WESTFORK ESTATES	$512.08
Invoice	Date	Description		Amount	
May 2016	05/02/2016	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM		$512.08	
Paying Fund		Cash Account		Amount	
625 - Successor Agency - LMI		625.11000 (Cash)		$512.08	

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From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

106846	05/05/2016	Open	Accounts Payable	Bertram, Brandon		$180.00
	Invoice	Date	Description		Amount	
	TR3917 Per Diem	03/07/2016	TR3917 Per Diem - Brandon Bertram - Tactical Insturctor		$180.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$180.00	
106847	05/05/2016	Open	Accounts Payable	BUILT WITH PRINCIPLE INC		$603.99
	Invoice	Date	Description		Amount	
	MTR# 14759392	04/29/2016	2350 MARYANN HYDRANT USAGE		$603.99	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$800.00	
	420 - WATER		420.11000 (Cash)		($196.01)	
106848	05/05/2016	Open	Accounts Payable	CSULB Foundation		$704.00
	Invoice	Date	Description		Amount	
	TR3917 Tuition	03/07/2016	TR3917 Tuition for B.Bertram & J.Rodriguez - Tactical Comm Inst.		$704.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$704.00	
106849	05/05/2016	Open	Accounts Payable	HERNANDEZ, ANA		$160.00
	Invoice	Date	Description		Amount	
	HERNANDEZ	04/27/2016	VEHICLE RELEASE REIMBURSEMENT		$160.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$160.00	
106850	05/05/2016	Open	Accounts Payable	Jackson, Robert		$44.00
	Invoice	Date	Description		Amount	
	TR3941 Per Diem	04/21/2016	TR3941 Per Diem-Legislative Day for Police Chief		$44.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$44.00	
106851	05/05/2016	Open	Accounts Payable	MEZA, BRENDA		$35.00
	Invoice	Date	Description		Amount	
	Permit Refund	04/26/2016	Bounce House permit refund		$35.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$35.00	
106852	05/05/2016	Open	Accounts Payable	Parmley, Mike		$60.00
	Invoice	Date	Description		Amount	
	TR3947 PerDiem	05/04/2016	TR 3947-Per Diem-Unified Response		$60.00	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$60.00	

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From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

106853	05/05/2016	Open	Accounts Payable	Rodriguez, Joey		$180.00
Invoice		Date	Description		Amount	
TR3917 Per Diem		03/07/2016	R3917 Per Diem - Joey Rodriguez - Tactical Insturctor		$180.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$180.00	
106854	05/05/2016	Open	Accounts Payable	SEQUEIRA, RAYMOND		$800.00
Invoice		Date	Description		Amount	
MTR# 14759392		04/29/2016	FH DEPOSIT REFUND-461 E TUOLUMNE RD		$800.00	
Paying Fund			Cash Account		Amount	
420 - WATER			420.11000 (Cash)		$800.00	
106855	05/05/2016	Open	Accounts Payable	Sisneroz, Cristan		$35.00
Invoice		Date	Description		Amount	
Permit Refund		04/28/2016	Bouce House Refund		$35.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$35.00	

Type Check Totals: 101 Transactions $806,786.32

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	101	$806,786.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$806,786.32	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	101	$806,786.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$806,786.32	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**101**	**$806,786.32**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**101**	**$806,786.32**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 4/29/2016 - To Payment Date: 5/5/2016

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	101	$806,786.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$806,786.32	$0.00

Payment Register

From Payment Date: 5/6/2016 - To Payment Date: 5/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
106856	05/10/2016	Open			Accounts Payable	WESTAMERICA BANK	$50,000.00		
	Invoice		Date	Description			Amount		
	1791 English Ave		05/09/2016	Certified check Old Republic Title for FTHB Segura-1791 English			$50,000.00		
	Paying Fund			Cash Account			Amount		
	257 - State HOME Funds			257.11000 (Cash)			$50,000.00		
106857	05/12/2016	Open			Accounts Payable	A & A PORTABLES INC	$848.48		
	Invoice		Date	Description			Amount		
	I-648822		05/09/2016	PORTABLE FOR PEDRETTI			$848.48		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$848.48		
106858	05/12/2016	Open			Accounts Payable	ABS DIRECT INC	$5,300.00		
	Invoice		Date	Description			Amount		
	MP-20160502		05/06/2016	Postage Advance for May/June 2016			$5,300.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,300.00		
106859	05/12/2016	Open			Accounts Payable	ASSOC RIGHT OF WAY SERV	$1,248.75		
	Invoice		Date	Description			Amount		
	000000014275		05/11/2016	13-65 INTERS IMPROV AT N OLIVE AND WAYSIDE			$1,248.75		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			$1,248.75		
106860	05/12/2016	Open			Accounts Payable	AT&T/SBC	$69.72		
	Invoice		Date	Description			Amount		
	5/01/16-RelayTDD		05/06/2016	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			$4.53		
	5/01/16 - Fire		05/06/2016	Acct# 233 841-5391 333 1/ Fire Dept			$65.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$69.72		
106861	05/12/2016	Open			Accounts Payable	BAY AREA CONSULTANTS INC	$1,600.00		
	Invoice		Date	Description			Amount		
	E05458		05/06/2016	WATER STORAGE TANK INSPECTIONS SERVICES			$1,600.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,600.00		
106862	05/12/2016	Open			Accounts Payable	CA BLDG STANDARDS COMMS	$598.50		
	Invoice		Date	Description			Amount		
	JAN-MAR 2016		05/03/2016	BSASRF PAYMENT 1/1/16-3/31/16			$598.50		

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From Payment Date: 5/6/2016 - To Payment Date: 5/12/2016

Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$598.50

106863 05/12/2016 Open Accounts Payable CALIF DEPT OF TRANS $3,445.51

Invoice	Date	Description	Amount
SL160703	05/06/2016	SIGNALS & LIGHTING BILLING JAN 2016 - MARCH 2016	$3,445.51

Paying Fund	Cash Account	Amount
216 - Streets - Local Transportation	216.11000 (Cash)	$3,445.51

106864 05/12/2016 Open Accounts Payable CALIFORNIA LANDSCAPE AND DESIGN INC $58,064.00

Invoice	Date	Description	Amount
32697	05/11/2016	15-28 BRANDON KOCK MEMORIAL SKATEPARK	$58,064.00

Paying Fund	Cash Account	Amount
228 - Park Development Tax	228.11000 (Cash)	$58,064.00

106865 05/12/2016 Open Accounts Payable CENTRAL SANITARY SUPPLY $1,474.66

Invoice	Date	Description	Amount
693217	05/06/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$271.09
694919	05/06/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$317.20
696730	05/06/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$521.18
696745	05/06/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$77.23
698494	05/06/2016	JANITORIAL PAPER & CLEANING SUPPLIES	$287.96

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,474.66

106866 05/12/2016 Open Accounts Payable CENTRAL VALLEY BUSINESS FORMS $758.54

Invoice	Date	Description	Amount
197323	05/06/2016	Watering Schedule Utility Insert (May & June 2016)	$758.54

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$758.54

106867 05/12/2016 Open Accounts Payable CENTRAL VALLEY CONCRETE $333.64

Invoice	Date	Description	Amount
28733	05/06/2016	CONTRACT # 15-059 FOR CONCRETE	$333.64

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$333.64

106868 05/12/2016 Open Accounts Payable CHAMPION INDUSTRIAL $205.00

Invoice	Date	Description	Amount
51151	05/06/2016	SERVER ROOM - HIGH HEAD PRESSURE	$205.00

Paying Fund	Cash Account	Amount
501 - Information Technology	501.11000 (Cash)	$205.00

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From Payment Date: 5/6/2016 - To Payment Date: 5/12/2016

106869	05/12/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS	$185.75

Invoice	Date	Description	Amount
0000051 - 5/1/16	05/06/2016	8203 13 680 0000051 / City Hall (TV service)	$120.75
0703380 - 5/6/16	05/06/2016	8203 13 001 0703380 / 1411 Shady Ln	$65.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$77.68
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$21.53
420 - WATER	420.11000 (Cash)	$21.54
501 - Information Technology	501.11000 (Cash)	$65.00

106870	05/12/2016	Open	Accounts Payable	CINCINNATI LIFE INS INC	$723.12

Invoice	Date	Description	Amount
MAY 2016 PREM	05/11/2016	CINN LIFE- MAY 2016 PREMIUM	$723.12

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	$723.12

106871	05/12/2016	Open	Accounts Payable	CITY OF TURLOCK - CASH	$195.90

Invoice	Date	Description	Amount
5-6-16 REPLN	05/06/2016	FIN AR-REPLENSIH PETTY CASH-5-6-16	$195.90

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$119.45
255 - CDBG	255.11000 (Cash)	$22.28
266 - Police Services Grants	266.11000 (Cash)	$12.17
426 - Transit - Fixed Route	426.11000 (Cash)	$4.00
502 - Engineering	502.11000 (Cash)	$38.00

106872	05/12/2016	Open	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	$375,462.69

Invoice	Date	Description	Amount
4/30/16-PR	05/11/2016	FLEX MED/DEP CARE	$5,686.42
MAY 2016 PREM	05/11/2016	CBA - MAY 2016 PREMIUMS	$193,337.67
RX Claim 4/15/16	05/11/2016	RX Claims Period Ending 4/15/16	$93,135.40
CK Run 5/10/16	05/11/2016	Check Run 5/10/16	$83,303.20

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$375,462.69

106873	05/12/2016	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$1,200.68

Invoice	Date	Description	Amount
5020231	05/06/2016	1147 - COUNTRY FORD TRUCKS INC BLT05-1031 AIR COMPRESSOR	$1,200.68

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$1,200.68

106874	05/12/2016	Open	Accounts Payable	CULLIGAN INC	$91.50

Invoice	Date	Description	Amount
MAY 2016	05/06/2016	5/1/16 TO 5/31/16	$91.50

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From Payment Date: 5/6/2016 - To Payment Date: 5/12/2016

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$91.50

106875 05/12/2016 Open Accounts Payable DEPT OF CONSERVATION $2,101.17

Invoice	Date	Description	Amount
JAN-MAR 2016	05/03/2016	SMIP PAYMENT 1/1/16-3/31/16	$2,101.17

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,211.76
405 - Building	405.11000 (Cash)	($110.59)

106876 05/12/2016 Open Accounts Payable DEPT RESOURCE RECYCLING & RECOVERY $37.35

Invoice	Date	Description	Amount
0000001000199	05/06/2016	EA BILLING FOR 3RD QUARTER 1/1/16 - 3/31/16	$37.35

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$37.35

106877 05/12/2016 Open Accounts Payable EQUIFAX $24.98

Invoice	Date	Description	Amount
9707510	05/09/2016	4/30/16-CREDIT CHECK SERVICES	$24.98

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$24.98

106878 05/12/2016 Open Accounts Payable EWING IRRIGATION PROD INC $2,199.81

Invoice	Date	Description	Amount
1281062	05/09/2016	BEST ONE SHOT WEED & FEED FOR PEDRETTI	$2,199.81

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$2,199.81

106879 05/12/2016 Open Accounts Payable FINANCIAL CREDIT NETWORK $722.32

Invoice	Date	Description	Amount
TRUT12-FCN-APR16	05/07/2016	FCN-TRUT12-APRIL 2016	$633.82
TRMS12-FCN-APR16	05/07/2016	FCN-TRMS12-COLLECTION FEES APRIL 2016	$88.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$272.69
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$249.15
420 - WATER	420.11000 (Cash)	$200.48

106880 05/12/2016 Open Accounts Payable G3 ENGINEERING, INC. $5,198.26

Invoice	Date	Description	Amount
2016-4886	05/06/2016	G3 ENGINEERING, INC - BLUE AND WHITE PUMP MODEL M2	$5,198.26

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$5,198.26

106881 05/12/2016 Open Accounts Payable HOLT OF CALIFORNIA INC $374.47

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From Payment Date: 5/6/2016 - To Payment Date: 5/12/2016

Invoice	Date	Description	Amount
SW740018986	05/09/2016	REPAIR CIRCUIT BREAKER	$374.47
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$374.47

106882 05/12/2016 Open Accounts Payable INVARION INC $375.00

Invoice	Date	Description	Amount
RID -311-3	05/11/2016	RAPID LICENSE - LICENSE RENEWAL-YORK	$375.00
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	$375.00

106883 05/12/2016 Open Accounts Payable KONICA MINOLTA BUSINESS SOLUTIONS USA INC $10,875.52

Invoice	Date	Description	Amount
239476052	05/10/2016	Fujitsu Scanner FI-6770 (UPC 0097564308246)	$6,170.96
239476042	05/10/2016	Fujitsu Scanner FI-6670 (UPC 00975464308260)	$4,704.56
Paying Fund		Cash Account	Amount
112 - GF Reserve for Capital Purchases		112.11000 (Cash)	$10,875.52

106884 05/12/2016 Open Accounts Payable LANGUAGE LINE SERVICES $10.75

Invoice	Date	Description	Amount
3812982	05/06/2016	Acct #9020101104 - Translation services for Police Department	$10.75
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$10.75

106885 05/12/2016 Open Accounts Payable LEHIGH HANSON INC $436.37

Invoice	Date	Description	Amount
1673520	05/09/2016	ASPHALT FOR STREETS	$94.23
1673993	05/09/2016	ASPHALT FOR STREETS	$138.30
1672598	05/09/2016	ASPHALT FOR STREETS	$108.22
1673047	05/09/2016	ASPHALT FOR STREETS	$95.62
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$436.37

106886 05/12/2016 Open Accounts Payable LIEBERT CASSIDY & WHITMORE $895.50

Invoice	Date	Description	Amount
Liebert-2016	05/10/2016	1 Year of Premium Liebert Library Membership	$895.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$895.50

106887 05/12/2016 Open Accounts Payable LINCOLN EQUIPMENT INC $301.45

Invoice	Date	Description	Amount
S1288355	05/09/2016	TAYLOR SERVICE COMPLETE FAS TEST KIT	$115.79
S1288404	05/09/2016	50# PULSAR PLUS BRIQUETTES	$185.66
Paying Fund		Cash Account	Amount

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110 - General Fund	110.11000 (Cash)	$301.45

106888 05/12/2016 Open Accounts Payable MISSION LINEN SUPPLY INC $2,876.49

Invoice	Date	Description	Amount
4/30/16 212628	05/06/2016	STORMS - UNIFORMS	$41.28
4/30/16 153971	05/06/2016	STREETS - UNIFORMS	$86.40
4/30/16 203896	05/06/2016	SPORTS (TRSC) - UNIFORMS	$24.96
4/30/16 153948	05/06/2016	WATER - UNIFORMS	$169.79
4/30/16 154035	05/06/2016	WASTE (WQC) - UNIFORMS	$833.13
4/30/16 227932	05/06/2016	ELECTRICAL (WQC) - UNIFORMS	$181.36
4/30/16 153979	05/06/2016	SEWER (COLLECTION) - UNIFORMS	$144.40
4/30/16 153973	05/06/2016	PARKS DEPT - UNIFORMS	$165.48
4/30/16 153955	05/06/2016	FLEET SHOP - UNIFORMS/TOWELS	$432.18
4/30/16 187084	05/06/2016	FIRE STATION 4 - MATS/TOWELS	$47.40
4/30/16 187080	05/06/2016	FIRE STATION 3 - MATS/TOWELS	$50.36
4/30/16 187082	05/06/2016	FIRE STATION 2 - MATS/TOWELS	$93.67
4/30/16 187032	05/06/2016	FIRE STATION 1 - MATS/TOWELS	$117.76
4/30/16 154209	05/06/2016	CITY HALL - UNIFORMS/MATS	$179.40
4/30/16 212629	05/06/2016	ASSESSMENT DIST - UNIFORMS	$206.40
4/30/16 154207	05/06/2016	POLICE DEPT - UNIFORMS	$37.76
4/30/16 154117	05/06/2016	PEDRETTI - UNIFORMS	$64.76

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$691.83
205 - Sports Facilities	205.11000 (Cash)	$89.72
217 - Streets - Gas Tax	217.11000 (Cash)	$86.40
246 - Landscape Assessment	246.11000 (Cash)	$206.40
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,200.17
420 - WATER	420.11000 (Cash)	$169.79
505 - Fleet	505.11000 (Cash)	$432.18

106889 05/12/2016 Open Accounts Payable NELSON\ NYGAARD CONSULTING ASSOCIATES INC $9,127.50

Invoice	Date	Description	Amount
66930	05/11/2016	14-75 SHORT RANGE TRANSIT PLAN 2015-2020	$9,127.50

Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	$9,127.50

106890 05/12/2016 Open Accounts Payable NEO GOV $5,850.00

Invoice	Date	Description	Amount
INV17573	05/10/2016	Insight Enterprise Software License	$5,850.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$5,850.00

106891 05/12/2016 Open Accounts Payable NEW FLYER INDUSTRIES CANADA ULC $8.57

Invoice	Date	Description	Amount

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80270523	05/06/2016	GASKET PUMP		$8.57
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		$8.57

106892	05/12/2016	Open	Accounts Payable	NORMAC INC	$6,137.90
Invoice	Date	Description		Amount	
706724	05/09/2016	WEED BARRIER FOR ASSESSEMENTS		$6,137.90	
Paying Fund		Cash Account		Amount	
246 - Landscape Assessment		246.11000 (Cash)		$6,137.90	

106893	05/12/2016	Open	Accounts Payable	P G & E	$80.48
Invoice	Date	Description		Amount	
600Clmbia-5/3/16	05/06/2016	6180280303-3 / 600 Columbia St		$9.39	
595High - 5/3/16	05/06/2016	0221941093-9 / 595 High St		$8.65	
275Ornge -5/3/16	05/06/2016	4388605407-1 / 275 N Orange		$9.87	
1030East -5/4/16	05/06/2016	7472823285-6 / 1030 East Ave-Youth Center		$8.65	
501MtVsta-5/5/16	05/06/2016	2087893140-9 / 501 E Monte Vista Ave		$43.92	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$80.48	

106894	05/12/2016	Open	Accounts Payable	PAUL'S PAINT COMPANY	$139.72
Invoice	Date	Description		Amount	
56636	05/06/2016	PAUL'S PAINT - BLANKET ORDER		$139.72	
Paying Fund		Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$139.72	

106895	05/12/2016	Open	Accounts Payable	PHILIP S. TROMPETTER, PhD., ABPP	$2,381.25
Invoice	Date	Description		Amount	
Trompetter 4.22	05/10/2016	Fitness for Duty Examination		$2,381.25	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$2,381.25	

106896	05/12/2016	Open	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	$10,564.37
Invoice	Date	Description		Amount	
2065	05/11/2016	15-88 PSF WATER DAMAGE CLAIM		$125.00	
2066	05/11/2016	14-44 INTERSECTION IMPROV AT W MAIN & S TEGNER		$5,466.87	
2063	05/11/2016	15-53 CARNEGIE ARTS CENTER STORM DRAIN UPGRADE		$4,972.50	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$125.00	
215 - Streets - Grant Funded Projects		215.11000 (Cash)		$5,466.87	
305 - Capital Facility Fees		305.11000 (Cash)		$4,972.50	

106897	05/12/2016	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	$1,160.10

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Invoice	Date	Description	Amount
J263497	05/06/2016	LED VOLT DETECTOR	$15.39
J275346	05/06/2016	FRONT DOOR SMOKE ALARM	$47.75
J299720	05/06/2016	STREETLIGHT MATERIALS	$1,096.96

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$1,096.96
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$15.39
420 - WATER	420.11000 (Cash)	$47.75

106898 05/12/2016 Open Accounts Payable PRESORT CTR STOCKTON INC $9,445.18

Invoice	Date	Description	Amount
92217	05/11/2016	UTILITY BILLING APRIL 2016 & DELINQ NOTICE MARCH 2016	$9,445.18

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,148.39
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,148.39
420 - WATER	420.11000 (Cash)	$3,148.40

106899 05/12/2016 Open Accounts Payable PRIME SHINE INC $87.50

Invoice	Date	Description	Amount
SI-00305	05/06/2016	CAR WASH FOR 1 ENG / 24 PD - APRIL 2016	$87.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$84.00
502 - Engineering	502.11000 (Cash)	$3.50

106900 05/12/2016 Open Accounts Payable PROTECH SECURITY/ELEC INC $480.00

Invoice	Date	Description	Amount
1815441	05/06/2016	MONTHLY MONITORING FOR CITY HALL - MAY 2016	$70.00
1815627	05/06/2016	MONTHLY MONITORING FOR PSF - MAY 2016	$410.00

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

106901 05/12/2016 Open Accounts Payable RANDIK PAPER CO $1,726.11

Invoice	Date	Description	Amount
102755	05/06/2016	BILLING ERROR - REF INVOICE #098900A	$0.77
100197A	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$63.03
101731	05/06/2016	CREDIT MEMO - REF INVOICE #100197A	($2.84)
100606A	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$40.46
102757	05/06/2016	CREDIT MEMO - REF INVOICE #100606A	($5.84)
101340	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$338.33
101645	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$302.94
102764	05/06/2016	BILLING ERROR - REF INVOICE #101645	$3.87
101340A	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$20.66
101977	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$520.32
098900A	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	$29.32

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100971	05/06/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		$415.09
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,726.11

106902 05/12/2016 Open — Accounts Payable — SAN JOAQUIN VALLEY — $84.00

Invoice	Date	Description	Amount
N115616	05/06/2016	16/17 PERMITS TO OPERATE CNG BUS BLDG #N7625	$84.00
Paying Fund		Cash Account	Amount
505 - Fleet		505.11000 (Cash)	$84.00

106903 05/12/2016 Open — Accounts Payable — T I D — $205,837.40

Invoice	Date	Description	Amount
Stmt: 5/03/16	05/06/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)	$123,681.42
Stmt: 5/3/16	05/06/2016	000208-000000-0167 (Well Pump Stations)	$65,918.36
Stmt 5/03/16	05/06/2016	000208-000000-0168 (Sewer Pump Stations)	$3,776.54
Stmt 5/3/16	05/06/2016	000208-000000-0169 (Storm Pump Stations)	$7,738.50
PO 154 - 5/12/16	05/06/2016	Multiple COT Accounts paid on PO 154	$4,722.58
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,316.68
216 - Streets - Local Transportation		216.11000 (Cash)	$847.56
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$135,196.46
420 - WATER		420.11000 (Cash)	$65,918.36
426 - Transit - Fixed Route		426.11000 (Cash)	$208.68
505 - Fleet		505.11000 (Cash)	$2,349.66

106904 05/12/2016 Open — Accounts Payable — TID — $1,200.00

Invoice	Date	Description	Amount
2016-0444010039	05/06/2016	2016 IRRIGATION WATER PARCEL NO. 044010039 S KILROY	$1,200.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,200.00

106905 05/12/2016 Open — Accounts Payable — TITAN FENCE INC — $4,791.57

Invoice	Date	Description	Amount
15-82	05/11/2016	15-82 TURLOCK REGIONAL SPORTS COMPLEX FENCE REPLACEMENT	$4,791.57
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	$4,791.57

106906 05/12/2016 Open — Accounts Payable — TURLOCK CITY TOW INC — $150.00

Invoice	Date	Description	Amount
90182	05/06/2016	PD - TOWING SERVICES FOR UNIT #519	$27.00
90189	05/06/2016	PD - EVIDENCE TOW	$27.00
89919	05/06/2016	PD - SERVICES FOR POL16-1308	$32.00
89201	05/06/2016	PD - SERVICES FOR UNIT #511	$32.00

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89350	05/06/2016	PD - EVIDENCE TOW	$32.00	
Paying Fund		Cash Account	Amount	
110 - General Fund		110.11000 (Cash)	$150.00	

106907	05/12/2016	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
Invoice	Date	Description		Amount	
APR 2016-PYMT 2	05/06/2016	APRIL 2016 PAYMENT #2		$400,000.00	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$400,000.00	

106908	05/12/2016	Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC	$37.50
Invoice	Date	Description		Amount	
URS-6310-MAR 16	05/11/2016	URS 6310 MARCH 2016-COLLECTION FEES		$12.50	
URS-6288-MAR 16	05/11/2016	URS 6288 MARCH 2016 - COLLECTION FEES		$25.00	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$19.76	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$9.83	
420 - WATER		420.11000 (Cash)		$7.91	

106909	05/12/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	$634.34
Invoice	Date	Description		Amount	
Stmt: 5/01/16	05/06/2016	Acct #127022 - City-wide internet service		$634.34	
Paying Fund		Cash Account		Amount	
501 - Information Technology		501.11000 (Cash)		$634.34	

106910	05/12/2016	Open	Accounts Payable	VERIZON WIRELESS	$124.19
Invoice	Date	Description		Amount	
9764842431	05/06/2016	RECREATION - Billing for 4/04/16 - 5/03/16		$28.25	
9764842430	05/06/2016	BUILDING - Billing for 4/04/16 - 5/03/16		$95.94	
Paying Fund		Cash Account		Amount	
110 - General Fund		110.11000 (Cash)		$28.25	
405 - Building		405.11000 (Cash)		$95.94	

106911	05/12/2016	Open	Accounts Payable	VISION SERVICE PLAN CA	$6,216.14
Invoice	Date	Description		Amount	
MAY 2016 PREM	05/11/2016	VSP - MAY 2016 PREMIUM		$1,624.98	
APRIL 2016 CLAIM	05/11/2016	VSP- APRIL 2016 CLAIMS		$4,591.16	
Paying Fund		Cash Account		Amount	
511 - Health Care		511.11000 (Cash)		$6,216.14	

106912	05/12/2016	Open	Accounts Payable	WGR SOUTHWEST, INC	$225.00
Invoice	Date	Description		Amount	
17664	05/06/2016	SUPPORT SERVICES WITH PHASE 2 SMALL MS4 NPDES		$225.00	
Paying Fund		Cash Account		Amount	

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410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$225.00

106913	05/12/2016	Open	Accounts Payable	ALCALA ALVAREZ, VICTOR , HUGO	$36.00

Invoice	Date	Description	Amount
A/C Refund	05/05/2016	Animal Control Refund	$36.00
Paying Fund		**Cash Account**	**Amount**
203 - Animal Fee Forfeiture		203.11000 (Cash)	$36.00

106914	05/12/2016	Open	Accounts Payable	Argueta, Tony	$252.37

Invoice	Date	Description	Amount
TR3923 Reimburse	04/21/2016	TR 3923 - Reimburse for travel expenses - Tony Argueta	$252.37
Paying Fund		**Cash Account**	**Amount**
266 - Police Services Grants		266.11000 (Cash)	$252.37

106915	05/12/2016	Open	Accounts Payable	JACOBS, MATTHEW	$99.18

Invoice	Date	Description	Amount
TR 3932-REIMB	05/10/2016	TR 3932-Travel Reimbursement-transportation/parking	$99.18
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$99.18

106916	05/12/2016	Open	Accounts Payable	MARTIN, VERONICA	$18.00

Invoice	Date	Description	Amount
A/C Refund	05/05/2016	Animal Control Refund	$18.00
Paying Fund		**Cash Account**	**Amount**
203 - Animal Fee Forfeiture		203.11000 (Cash)	$18.00

106917	05/12/2016	Open	Accounts Payable	MELDEN, DALE	$1,562.47

Invoice	Date	Description	Amount
COMP.LOAN REIMB.	05/10/2016	COMPUTER LOAN REIMBURSEMENT	$1,562.47
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$1,562.47

106918	05/12/2016	Open	Accounts Payable	OCHOA, TRINA	$30.00

Invoice	Date	Description	Amount
A/C Refund	05/05/2016	Animal Control Refund	$30.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$30.00

106919	05/12/2016	Open	Accounts Payable	PACKWOOD, KAIN	$44.00

Invoice	Date	Description	Amount
TR 3949-Per Diem	05/06/2016	TR 3949-Per Diem-EMS-CalChiefs-So.Lake Tahoe	$44.00
Paying Fund		**Cash Account**	**Amount**
110 - General Fund		110.11000 (Cash)	$44.00

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106920	05/12/2016	Open	Accounts Payable	QUIROGA, ELIZABETH	$500.00

Invoice	Date	Description	Amount
FY 15/16-TCEA ED	05/11/2016	FY 15/16-TCEA EDUCATION REIMBURSEMENT FOR COURSES TAKEN AT MJC	$500.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$500.00

106921	05/12/2016	Open	Accounts Payable	WELCH, ROBIN	$30.00

Invoice	Date	Description	Amount
A/C Refund	05/05/2016	Animal Control Refund	$30.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$30.00

Type Check Totals: 66 Transactions $1,197,296.72

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$1,197,296.72	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$1,197,296.72	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	$1,197,296.72	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	66	$1,197,296.72	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**66**	**$1,197,296.72**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**66**	**$1,197,296.72**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**66**	**$1,197,296.72**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**66**	**$1,197,296.72**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
106922	05/18/2016	Open			Utility Management Refund	AZIZPOR, CATRIN, RITA	$49.12		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	210471-004	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$49.12

106923	05/18/2016	Open			Utility Management Refund	BARKHO, ACHOUR	$951.04	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	657492-002	MOVE OUT CREDIT	05/18/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$951.04

106924	05/18/2016	Open			Utility Management Refund	CURRY, DANIEL, SCOTT	$126.04	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	799181-004	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$126.04

106925	05/18/2016	Open			Utility Management Refund	ESCOBAR-BELTRAN, ROGELIO	$122.43	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	725390-003	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$122.43

106926	05/18/2016	Open			Utility Management Refund	FITZPATRICK HOMES	$966.56	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000627-001	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$966.56

106927	05/18/2016	Open			Utility Management Refund	FITZPATRICK HOMES	$225.87	

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000629-001	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$225.87

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106928	05/18/2016	Open	Utility Management Refund	FLIPPINS, JENY		$59.84
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Single Family Res Flat	877034-002	MOVE OUT CREDIT	05/17/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$59.84	
106929	05/18/2016	Open	Utility Management Refund	FORMAX TECHNOLOGIES		$70.50
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Landscape Metered	L931845-001	MOVE OUT CREDIT	05/17/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$70.50	
106930	05/18/2016	Open	Utility Management Refund	FORMAX TECHNOLOGIES		$107.63
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Commercial Metered	922064-001	MOVE OUT CREDIT	05/17/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$107.63	
106931	05/18/2016	Open	Utility Management Refund	HUBER, JODIE		$233.95
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Single Family Res Metered	240672-004	MOVE OUT CREDIT	05/17/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$233.95	
106932	05/18/2016	Open	Utility Management Refund	NELSON, DARREN		$121.05
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Single Family Res Metered	519871-003	MOVE OUT CREDIT	05/17/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$121.05	
106933	05/18/2016	Open	Utility Management Refund	STEELEY, ELIZABETH		$523.79
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Single Family Res Metered	732907-002	MOVE OUT	05/18/2016	Refund		
Paying Fund		Cash Account			Amount	
420 - WATER		420.11000 (Cash)			$523.79	
106934	05/18/2016	Open	Utility Management Refund	SUNGATE REALTY		$94.63
Account Type	Account Number	Description	Transaction Date	Transaction Type		
Single Family Res Metered	243930-005	MOVE OUT CREDIT	05/17/2016	Refund		

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Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$94.63

106935 05/18/2016 Open — Utility Management Refund — WINTER, RON — $231.97

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	852228-003	MOVE OUT CREDIT	05/17/2016	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$231.97

106936 05/19/2016 Open — Accounts Payable — A & A PORTABLES INC — $232.05

Invoice	Date	Description	Amount
I-650145	05/16/2016	PORTABLE FOR ASSESSMENTS	$79.76
1-650893	05/12/2016	RENTAL-TEMPORARY RESTROOM AT THE TURLOCK REGIONAL TRANSIT CENTER	$152.29

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$79.76
426 - Transit - Fixed Route	426.11000 (Cash)	$152.29

106937 05/19/2016 Open — Accounts Payable — AIR RESOURCES BOARD-PERP RENEWAL — $575.00

Invoice	Date	Description	Amount
P-3261-0716	05/14/2016	PERP RENEWAL FOR ENG 73078082	$575.00

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$575.00

106938 05/19/2016 Open — Accounts Payable — AIRGAS NCN — $2,261.42

Invoice	Date	Description	Amount
9936127538	05/14/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS	$805.15
9047119063	05/14/2016	CONFINED SPACE EQUIPMENT	$83.67
9049446941	05/14/2016	CONFINED SPACE EQUIPMENT	$637.61
9051108036	05/14/2016	CONFINED SPACE EQUIPMENT	$734.99

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,261.42

106939 05/19/2016 Open — Accounts Payable — ALMETEK INDUSTRIES INC — $3,331.08

Invoice	Date	Description	Amount
215260	05/14/2016	STORM DRAIN MARKERS & ACCESSORIES	$3,331.08

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,331.08

106940 05/19/2016 Open — Accounts Payable — AMERICA'S AUTO GLASS — $244.00

Invoice	Date	Description	Amount
4229	05/14/2016	POL16-1144	$189.00

4230	05/14/2016	POL08-1283		$55.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		$244.00

106941	05/19/2016	Open	Accounts Payable	AT & T	$44.58
Invoice	Date	Description			Amount
7736001 - 5/7/16	05/13/2016	051 893 7736 001 / Backup lines for Corp Yard			$44.58
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$8.92
217 - Streets - Gas Tax		217.11000 (Cash)			$4.46
246 - Landscape Assessment		246.11000 (Cash)			$4.46
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$26.74

106942	05/19/2016	Open	Accounts Payable	AT&T/SBC	$33.29
Invoice	Date	Description			Amount
5/07/16 - PD	05/13/2016	Acct# 234 371-3447 543 0/ Police Dept			$33.29
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$33.29

106943	05/19/2016	Open	Accounts Payable	BICSEC SECURITY INC	$40.00
Invoice	Date	Description			Amount
131418	05/11/2016	SERVICE CALL TO REPAIR DOOR CONTACT			$40.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$40.00

106944	05/19/2016	Open	Accounts Payable	BILSON'S SPORT SHOP INC	$2,765.67
Invoice	Date	Description			Amount
AAE007085-AEO	05/16/2016	TEAM HATS			$2,765.67
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$2,765.67

106945	05/19/2016	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	$871.76
Invoice	Date	Description			Amount
28817	05/11/2016	C50+ENVIRONMENTAL FEE			$871.76
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			$871.76

106946	05/19/2016	Open	Accounts Payable	CHAMPION INDUSTRIAL	$11,203.35
Invoice	Date	Description			Amount
P#16-31,PP1	05/12/2016	16-31 FIRE STATION NO.3 HVAC IMPROVEMENTS			$11,203.35
Paying Fund		Cash Account			Amount
240 - Small Equipment Replacement		240.11000 (Cash)			$11,203.35

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106947	05/19/2016	Open	Accounts Payable	CHARTER COMMUNICATIONS		$528.98
Invoice		Date	Description		Amount	
0465535 -5/12/16		05/13/2016	8203 13 001 0465535 / Admin Internet		$69.98	
0072829 -5/12/16		05/13/2016	8203 13 005 0072829 / Muni Internet		$60.00	
0461088 -5/12/16		05/13/2016	8203 13 001 0461088 / City Hall		$399.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$69.98	
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$60.00	
501 - Information Technology			501.11000 (Cash)		$399.00	
106948	05/19/2016	Open	Accounts Payable	CITY OF MODESTO		$9,519.45
Invoice		Date	Description		Amount	
70164		05/14/2016	SRWA-FINAL BILLING THROUGH 11/30/15		$9,519.45	
Paying Fund			Cash Account		Amount	
420 - WATER			420.11000 (Cash)		$9,519.45	
106949	05/19/2016	Open	Accounts Payable	COMMUNITY VETERINARY CLIN		$351.80
Invoice		Date	Description		Amount	
271571		05/18/2016	V0892 GRANT SPAY/RABIES VACC		$65.00	
270771		05/18/2016	#3-18 SURG/RABIES VACC		$65.00	
271502		05/18/2016	#4-89 CONTRACT		$156.80	
271526		05/18/2016	#4-66 SURG/RABIES VACC		$65.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$156.80	
203 - Animal Fee Forfeiture			203.11000 (Cash)		$135.00	
266 - Police Services Grants			266.11000 (Cash)		$60.00	
106950	05/19/2016	Open	Accounts Payable	CONTRERAS, JENNIFER		$150.00
Invoice		Date	Description		Amount	
00005		05/12/2016	BILINGUAL TESTING		$150.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$100.00	
420 - WATER			420.11000 (Cash)		$50.00	
106951	05/19/2016	Open	Accounts Payable	COUNTRY FORD TRUCKS INC		$29.81
Invoice		Date	Description		Amount	
5020766		05/14/2016	ST01-7027 HANDLE		$29.81	
Paying Fund			Cash Account		Amount	
217 - Streets - Gas Tax			217.11000 (Cash)		$29.81	
106952	05/19/2016	Open	Accounts Payable	CRESCENT SURPLUS INC		$53.80
Invoice		Date	Description		Amount	
043882		05/11/2016	ATROL READY TACTICAL BAG		$53.80	

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$53.80

106953 05/19/2016 Open Accounts Payable CTC INC $1,600.00

Invoice	Date	Description	Amount
15155-2	05/12/2016	14-28 INTERSECTION IMPROV GSB, FULKERTH, R/R PREEMPTION	$1,600.00

Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$1,600.00

106954 05/19/2016 Open Accounts Payable DEL PUERTO WATER DISTRICT $18,407.69

Invoice	Date	Description	Amount
428	05/14/2016	FEASIBILITY STUDY FOR NVRRWP THRU 3/25/16	$18,407.69

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$18,407.69

106955 05/19/2016 Open Accounts Payable ECONOMIC & PLANNING INC $3,349.70

Invoice	Date	Description	Amount
122087-12	05/12/2016	CITYWIDE FISCAL IMPACT ANALYSIS & FISCAL MITIGATION STRATEGY	$3,349.70

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,349.70

106956 05/19/2016 Open Accounts Payable ENGINEERED FIRE SYST INC $900.00

Invoice	Date	Description	Amount
11428	05/04/2016	PLAN REVIEW APRIL 2016	$900.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$900.00

106957 05/19/2016 Open Accounts Payable ENTERPRISE HOLDINGS LLC $2,000.63

Invoice	Date	Description	Amount
9348536	05/11/2016	T NET MONTHLY RENTAL CARS APRIL 2016	$2,000.63

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,000.63

106958 05/19/2016 Open Accounts Payable FRANTZ WHOLESALE NURSERY LLC $503.69

Invoice	Date	Description	Amount
544936	05/16/2016	TREES FOR ARBOR DAY	$503.69

Paying Fund	Cash Account	Amount
270 - Recreation Grants	270.11000 (Cash)	$503.69

106959 05/19/2016 Open Accounts Payable GCR TIRES & SERVICE $538.37

Invoice	Date	Description	Amount

858-22883	05/14/2016	POL13-1123 & POL15-1140	$538.37
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$538.37

106960 05/19/2016 Open Accounts Payable GENFARE $14,914.24

Invoice	Date	Description	Amount
90103775	05/12/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES	$14,914.24
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$14,914.24

106961 05/19/2016 Open Accounts Payable GOMES & SONS INC, JOE M $13,367.74

Invoice	Date	Description	Amount
4/16/16-4/30/16	05/13/2016	CUST #24090 - Fuel Expense for 4/16/16 - 4/30/16	$13,367.74
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$7,222.31
205 - Sports Facilities		205.11000 (Cash)	$242.66
217 - Streets - Gas Tax		217.11000 (Cash)	$1,016.65
246 - Landscape Assessment		246.11000 (Cash)	$1,150.84
405 - Building		405.11000 (Cash)	$135.59
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,160.58
420 - WATER		420.11000 (Cash)	$514.16
425 - Transit - Dial-A-Ride		425.11000 (Cash)	$1,762.02
501 - Information Technology		501.11000 (Cash)	$12.43
502 - Engineering		502.11000 (Cash)	$150.50

106962 05/19/2016 Open Accounts Payable GOMES PROPANE $113.81

Invoice	Date	Description	Amount
10797	05/16/2016	PROPANE FOR STREETS	$59.19
10807	05/16/2016	PROPANE FOR STREETS	$54.62
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	$113.81

106963 05/19/2016 Open Accounts Payable GRAINGER INC, W W $945.03

Invoice	Date	Description	Amount
9079807146	05/14/2016	FLOW THR BRUSH HEAD, MOP HANDLE	$69.03
9080230528	05/14/2016	BUFFING/CLEANING PAD	$11.37
9083885286	05/14/2016	1/2" PLASTIC PIPE	$40.49
9083910332	05/14/2016	CAR WASH BRUSH, STEEL HANDLE	$59.93
9095202751	05/14/2016	LATCHING RELAY, RELAY SOCKET	$47.40
9095691755	05/14/2016	FLUORESCENT LINEAR LAMPS	$165.31
9095944758	05/14/2016	BATHROOM FAN	$174.09
9096045688	05/14/2016	EMERGENCY LIGHT	$39.34
9103415304	05/14/2016	DIGITAL PRESSURE GAUGE	$226.91

9103449949	05/14/2016	VERTICAL LIFT BEAM CLAMP	$111.16
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$221.49
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$496.63
420 - WATER		420.11000 (Cash)	$226.91

106964 05/19/2016 Open Accounts Payable HARDERS PRINT SHOP INC $66.74

Invoice	Date	Description	Amount
66970	05/13/2016	BUSINESS CARDS - RECREATION - J. VARGAS	$66.74
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$66.74

106965 05/19/2016 Open Accounts Payable HILMAR LUMBER INC $206.11

Invoice	Date	Description	Amount
121025	05/14/2016	SUPPLIES FOR POLYMER PROJECT WQC	$206.11
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$206.11

106966 05/19/2016 Open Accounts Payable HOLT OF CALIFORNIA INC $2,325.50

Invoice	Date	Description	Amount
SW020051681	05/04/2016	REPLACE MASS AIR FLOW SENSOR/FUEL SYSTEM	$1,189.73
K4460801	05/14/2016	TRAILER VACUUM RENTAL	$1,135.77
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,189.73
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,135.77

106967 05/19/2016 Open Accounts Payable HSQ INC $1,301.50

Invoice	Date	Description	Amount
112365	05/14/2016	CHANNEL A1 EXPANSION BOARD	$1,301.50
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,301.50

106968 05/19/2016 Open Accounts Payable HUNTINGTON COURT REPORTER $1,280.40

Invoice	Date	Description	Amount
28120	05/11/2016	TRANSCRIPTION 4.16.16-4.30.16	$1,280.40
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$1,280.40

106969 05/19/2016 Open Accounts Payable IBM CORPORATION $999.10

Invoice	Date	Description	Amount
Q1895LR	05/13/2016	MAY 2016 BILLING	$999.10
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$999.10

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106970	05/19/2016	Open	Accounts Payable	INTERSTATE SALES INC		$11,876.31
Invoice		Date	Description		Amount	
12771		05/16/2016	PAINTS FOR STREETS		$11,876.31	
Paying Fund			Cash Account		Amount	
217 - Streets - Gas Tax			217.11000 (Cash)		$11,876.31	
106971	05/19/2016	Open	Accounts Payable	ITRON INC		$8,252.89
Invoice		Date	Description		Amount	
413348		05/14/2016	ITRON - MAINTENANCE RENEWAL		$2,243.17	
408660		05/14/2016	100W Through-the-Lid remote mount antenna Kit		$2,888.40	
411880		05/14/2016	100W Through-the-Lid remote mount antenna Kit		$3,121.32	
Paying Fund			Cash Account		Amount	
420 - WATER			420.11000 (Cash)		$8,252.89	
106972	05/19/2016	Open	Accounts Payable	J&N TACTICAL LLC		$1,045.00
Invoice		Date	Description		Amount	
1600145		05/11/2016	FLASH BANG DELIVERY POLE		$1,045.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$1,045.00	
106973	05/19/2016	Open	Accounts Payable	KEY SEAL PRODUCTS INC		$406.49
Invoice		Date	Description		Amount	
81309		05/16/2016	ASPHALT FOR STREETS		$249.70	
81001		05/16/2016	ASPHALT FOR STREETS		$156.79	
Paying Fund			Cash Account		Amount	
217 - Streets - Gas Tax			217.11000 (Cash)		$406.49	
106974	05/19/2016	Open	Accounts Payable	KLEINFELDER INC		$2,441.70
Invoice		Date	Description		Amount	
001105912		05/12/2016	SR04, CP 15-28 BRANDON KOCH MEMORIAL SKATEPARK		$2,441.70	
Paying Fund			Cash Account		Amount	
228 - Park Development Tax			228.11000 (Cash)		$2,441.70	
106975	05/19/2016	Open	Accounts Payable	LEHIGH HANSON INC		$209.90
Invoice		Date	Description		Amount	
1674963		05/16/2016	ASPHALT FOR STREETS		$103.90	
1674454		05/16/2016	ASPHALT FOR STREETS		$106.00	
Paying Fund			Cash Account		Amount	
217 - Streets - Gas Tax			217.11000 (Cash)		$209.90	
106976	05/19/2016	Open	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		$50.00

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Invoice	Date	Description	Amount
1530196-20160430	05/16/2016	LEXISNEXIS APRIL 2016	$50.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$50.00

106977 05/19/2016 Open Accounts Payable MADRUGA BROS ENT INC $315.00

Invoice	Date	Description	Amount
25615	05/13/2016	MADRUGA CAR WASH - 26 PD/ 2 WQC/ 1 WTR/ 1 FIRE	$105.00
25623	05/13/2016	MADRUGA CAR WASH - 15 PD/ 9 WQC/ 3 WTR/ 1 FIRE/ 2 PKS	$105.00
25624	05/13/2016	MADRUGA CAR WASH - 29 PD / 1 IT	$105.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$259.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$38.50
420 - WATER		420.11000 (Cash)	$14.00
501 - Information Technology		501.11000 (Cash)	$3.50

106978 05/19/2016 Open Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL $1,270.13

Invoice	Date	Description	Amount
157922	05/11/2016	10-6 CAT SURG	$20.00
158124	05/11/2016	11-77 VACC	$5.00
172266	05/11/2016	V0897 GRANT SPAY	$60.00
172261	05/11/2016	V0871 VACC	$4.00
177087	05/11/2016	V0898 VACC/GRANT SPAY	$64.00
172629	05/11/2016	V019 VACC/GRANT SPAY	$64.00
173614	05/11/2016	V0918 VACC/GRANT SPAY	$64.00
173614B	05/11/2016	V917 VACC/GRANT SPAY	$64.00
173665	05/11/2016	V919 VACC/GRANT SPAY	$64.00
173659	05/11/2016	V0911 VACC/GRANT SPAY	$64.00
177084	05/11/2016	V0916 VACC/GRANT SPAY	$64.00
174495	05/11/2016	3-61 VACC/GRANT SPAY	$64.00
174901	05/11/2016	V0926 VACC/GRANT SPAY	$64.00
175573	05/11/2016	Z16115081 CONTRACT	$323.13
176055	05/11/2016	V0927 VACC/GRANT SPAY	$64.00
175977	05/11/2016	4-41 SURG/VACC	$64.00
176141	05/11/2016	4-43 SURG/VACC	$64.00
169227	05/11/2016	V0777 CAT	$30.00
171449	05/11/2016	V0906 GRANT SPAY	$60.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$323.13
203 - Animal Fee Forfeiture		203.11000 (Cash)	$197.00
266 - Police Services Grants		266.11000 (Cash)	$750.00

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106979 05/19/2016 Open Accounts Payable NAPA AUTO PARTS $111.55

Invoice	Date	Description	Amount
659922	05/04/2016	MARKER L FIRE #239	$12.88
660296	05/14/2016	FAUCET	$10.36
660434	05/14/2016	SUSPENSION VALVE BLT08-1034	$88.31

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$23.24
426 - Transit - Fixed Route	426.11000 (Cash)	$88.31

106980 05/19/2016 Open Accounts Payable OTIS ELEVATOR CO INC $2,935.39

Invoice	Date	Description	Amount
SW05014516	05/16/2016	CITY HALL ELEVATOR CONTRACT SERVICES	$2,935.39

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,935.39

106981 05/19/2016 Open Accounts Payable P G & E $11,434.62

Invoice	Date	Description	Amount
CityHall -5/9/16	05/13/2016	3254375586-5 / 156 S Broadway	$60.10
540Mrshll-5/8/16	05/13/2016	3159594551-5 / 540 Marshall St	$116.01
1191Cahil-5/8/16	05/13/2016	2890831960-2 / 1191 Cahill St	$75.69
701Wlnt -5/10/16	05/13/2016	6224543828-8 / 701 S Walnut Rd	$36.89
791Wlnt -5/10/16	05/13/2016	6182877164-4 / 791 S Walnut Rd	$25.13
801Wlnt -5/10/16	05/13/2016	6266210492-6 / 801 S Walnut Rd	$8.65
701WlntE-5/10/16	05/13/2016	6141210500-1 / 701 S Walnut Rd E	$8.65
901Wlnt -5/10/16	05/13/2016	6349543820-0 / 901 S Walnut Rd	$104.33
901Wlnt-5/10/16	05/13/2016	6307877156-3 / 901 S Walnut Rd	$1,017.57
701WlntA-5/12/16	05/13/2016	3794250242-0 / 701 S Walnut Rd Ste A	$1,340.81
PSF - 5/12/16	05/13/2016	8391988340-1 / 244 N Broadway-PSF	$3,688.24
CNG - 5/13/16	05/13/2016	8466606707-3 / 901 S Walnut Rd CNG	$4,929.51
Fire#4 - 5/13/16	05/13/2016	7556584382-0 / 2820 N Walnut-Fire #4	$23.04

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,996.86
217 - Streets - Gas Tax	217.11000 (Cash)	$8.65
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,121.90
426 - Transit - Fixed Route	426.11000 (Cash)	$1,340.81
505 - Fleet	505.11000 (Cash)	$4,966.40

106982 05/19/2016 Open Accounts Payable PARK MD, VERNON G $150.00

Invoice	Date	Description	Amount
51293-3/8/16	05/12/2016	Office Visit-pre-employment	$150.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$150.00

106983 05/19/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO $13,693.25

Payment Register

From Payment Date: 5/13/2016 - To Payment Date: 5/19/2016

ARCHITECTS

Invoice	Date	Description	Amount
2064	05/12/2016	SR01, 13-65 INTERSECTION IMPROVMENTS AT OLIVE & WAYSIDE	$6,656.85
2071	05/12/2016	12-60B TURLOCK REGIONAL TRANSIT CENTERE-PHASE 2	$7,036.40

Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$6,656.85
426 - Transit - Fixed Route	426.11000 (Cash)	$7,036.40

106984 05/19/2016 Open Accounts Payable PLATT ELECTRIC SUPPLY $745.86

Invoice	Date	Description	Amount
J318177	05/14/2016	LABLE MAKER	$156.57
J331310	05/14/2016	RE-STOCK UNI-STRUT	$183.43
J331259	05/14/2016	ELECTRICAL CONNECTORS FOR WELL 36	$157.62
J340116	05/14/2016	PARTS FOR #2 WATER PROJECT	$110.32
J349023	05/14/2016	SPLICE BOOTS FOR WELL #35	$137.92

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$450.32
420 - WATER	420.11000 (Cash)	$295.54

106985 05/19/2016 Open Accounts Payable PRECISION SURVEY SUPPLY LLC $300.00

Invoice	Date	Description	Amount
18776	05/18/2016	TOTAL STATION CLEANING.CALIBRATION/SOFTWARE SERVICES	$300.00

Paying Fund	Cash Account	Amount
266 - Police Services Grants	266.11000 (Cash)	$300.00

106986 05/19/2016 Open Accounts Payable PRESORT CTR STOCKTON INC $9,279.83

Invoice	Date	Description	Amount
92466	05/13/2016	UTILITY BILLING MAY 2016 & DELINQ NOTICE APRIL 2016	$9,279.83

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,093.29
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,093.27
420 - WATER	420.11000 (Cash)	$3,093.27

106987 05/19/2016 Open Accounts Payable QUEST DIAGNOSTICS $190.83

Invoice	Date	Description	Amount
9164493070	05/12/2016	Pre-employment screening	$131.97
9164489896	05/12/2016	Pre-employment screening	$58.86

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$190.83

106988 05/19/2016 Open Accounts Payable R & S ERECTION INC $430.00

Payment Register

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Invoice	Date	Description	Amount
50914	05/04/2016	SERVICE ALL 3 DOORS JAN 2016	$430.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$430.00

106989 05/19/2016 Open Accounts Payable RAMONT'S TOW SERVICE $387.50

Invoice	Date	Description	Amount
211683	05/14/2016	BLT05-1032	$387.50
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$387.50

106990 05/19/2016 Voided INCORRECT ENTRY 05/20/2016 Accounts Payable RAY ALLEN MANUFACTURING LLC $1,399.99

Invoice	Date	Description	Amount
RINV002945	05/18/2016	ULTRA KIMONO TRNG SUIT LARGE	$1,399.99
Paying Fund		Cash Account	Amount
116 - Special Public Safety		116.11000 (Cash)	$1,399.99

106991 05/19/2016 Open Accounts Payable ROMEO MEDICAL CLINIC $75.00

Invoice	Date	Description	Amount
5/5/16	05/18/2016	ARGUETA/MANICA/SHAW TB TESTING	$75.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$75.00

106992 05/19/2016 Open Accounts Payable SAFETY-KLEEN CORPORATION $157.74

Invoice	Date	Description	Amount
R002267712	05/14/2016	SELF RECYCLING PARTS WASHER ELECTRICAL	$157.74
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$157.74

106993 05/19/2016 Open Accounts Payable SAN JOAQUIN VALLEY $150.00

Invoice	Date	Description	Amount
N115744	05/14/2016	FEES FOR GAS-FIRED BOILER	$150.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$150.00

106994 05/19/2016 Open Accounts Payable SHARPENING SHOP $766.38

Invoice	Date	Description	Amount
211140	05/04/2016	36DR PER DRIVER	$267.34
211139	05/04/2016	36DR PER DRIVER	$499.04
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$766.38

Payment Register

From Payment Date: 5/13/2016 - To Payment Date: 5/19/2016

106995 05/19/2016 Open Accounts Payable SIERRA CHEMICAL CO $3,044.90

Invoice	Date	Description	Amount
SLS 10032679	05/14/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034	$6,348.30
SLS 10032990	05/14/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034	$6,348.30
SLS 10033265	05/14/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034	$6,348.30
SLC 10010304	05/14/2016	SIERRA CHEMICAL - AGREEMENT FOR LIQUID CHLORINE- CONTRACT 14-034	($8,000.00)
SLC 10010381	05/14/2016	CREDIT MEMO	($8,000.00)

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,044.90

106996 05/19/2016 Open Accounts Payable SPRINT $1,610.76

Invoice	Date	Description	Amount
637094318-173	05/13/2016	Sprint 4/08/16 - 5/07/16	$1,610.76

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$429.92
205 - Sports Facilities	205.11000 (Cash)	$59.16
217 - Streets - Gas Tax	217.11000 (Cash)	$153.21
246 - Landscape Assessment	246.11000 (Cash)	$47.20
270 - Recreation Grants	270.11000 (Cash)	$25.11
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$452.02
420 - WATER	420.11000 (Cash)	$412.84
505 - Fleet	505.11000 (Cash)	$31.30

106997 05/19/2016 Open Accounts Payable ST. FRANCIS ELECTRIC, INC. $10,338.80

Invoice	Date	Description	Amount
1521520	05/14/2016	TRAFFIC SIGNAL MAINTENANCE APRIL 2016	$4,760.00
1521521	05/14/2016	TRAFFIC SIGNAL CALL-OUTS APRIL 2016	$5,578.80

Paying Fund	Cash Account	Amount
216 - Streets - Local Transportation	216.11000 (Cash)	$10,338.80

106998 05/19/2016 Open Accounts Payable STANISLAUS COUNTY OFFICE OF EDUCATION $701.77

Invoice	Date	Description	Amount
600581	05/11/2016	PRE-BOOKING PROBABLE CAUSE FORMS	$701.77

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$701.77

106999 05/19/2016 Open Accounts Payable STANTEC CONSULTING INC $31,947.41

Invoice	Date	Description	Amount
1041219	05/16/2016	TURLOCK MUNICIPAL AIRPORT ALP - UPDATE	$784.00
1041629	05/16/2016	TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVERY	$31,163.41

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Paying Fund	Cash Account	Amount
401 - Airport	401.11000 (Cash)	$31,947.41

107000 05/19/2016 Open Accounts Payable STATE OF CALIFORNIA $3,096.98

Invoice	Date	Description	Amount
161684	05/11/2016	MISC. SERVICES JAN/FEB/MAR 2016	$1,876.98
162016	05/11/2016	FINGERPRINTS APRIL 2016	$1,220.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,096.98

107001 05/19/2016 Open Accounts Payable STOMMEL INC DBA LEHR AUTO ELECTRIC $3,191.59

Invoice	Date	Description	Amount
01 123694	05/11/2016	UNIT #1306 MOUNTING REVERSE LIGHTS+SPEAKERS	$3,191.59

Paying Fund	Cash Account	Amount
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$3,191.59

107002 05/19/2016 Open Accounts Payable T I D $33,776.39

Invoice	Date	Description	Amount
Stmt: 5/09/16	05/13/2016	000208-024467-0007/ 156 S Broadway (City Hall)	$5,358.82
PO 194 - 5/19/16	05/13/2016	Multiple COT Accounts paid on PO 194	$3,760.97
PO 248 - 5/19/16	05/13/2016	Multiple COT Accounts paid on PO 248	$24,552.76
Stmt: 5/05/16	05/19/2016	000208-030839-0001 / East & Minaret	$103.84

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$10,028.20
216 - Streets - Local Transportation	216.11000 (Cash)	$23,152.70
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$513.33
426 - Transit - Fixed Route	426.11000 (Cash)	$82.16

107003 05/19/2016 Open Accounts Payable TG HYDRAULICS $20.48

Invoice	Date	Description	Amount
40670	05/14/2016	FJIC, MJIC FITTING, ADAPTOR	$20.48

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$20.48

107004 05/19/2016 Open Accounts Payable THOMSON WEST $165.97

Invoice	Date	Description	Amount
833926737	05/18/2016	APRIL 2016	$165.97

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$165.97

107005 05/19/2016 Open Accounts Payable TID $680.40

Invoice	Date	Description	Amount

044015008	05/14/2016	2016 IRRIGATION FIXED WATER FOR 1801 S WALNUT	$680.40
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$680.40

107006 05/19/2016 Open Accounts Payable TOWER ENTERPRISE $519.64

Invoice	Date	Description	Amount
373084	05/11/2016	MASCHAL PRE EMPLOYMENT	$519.64
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$519.64

107007 05/19/2016 Open Accounts Payable TOWNSEND PUBLIC AFFAIRS INC $5,000.00

Invoice	Date	Description	Amount
11706	05/14/2016	LOBBYING SERVICES APRIL 2016	$5,000.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,500.00
420 - WATER		420.11000 (Cash)	$2,500.00

107008 05/19/2016 Open Accounts Payable TRANSIT CAPITAL SUPPORT $11,368.83

Invoice	Date	Description	Amount
16014	05/12/2016	TRANSIT GRANT DOCUMENTS & SUPPORT SVS	$11,368.83
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	$11,368.83

107009 05/19/2016 Open Accounts Payable TREES INC $4,565.28

Invoice	Date	Description	Amount
COT0030	05/16/2016	TREE TRIMMING FACILITIES AND STORM BASINS	$4,565.28
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$2,567.97
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,997.31

107010 05/19/2016 Open Accounts Payable TURLOCK CITY TOW INC $84.00

Invoice	Date	Description	Amount
89186	05/11/2016	TPD #16-3507 EVIDENCE HONDA CIVIC	$27.00
89963	05/13/2016	COLLECTIONS - SERVICES FOR CL04-851	$57.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$27.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$57.00

107011 05/19/2016 Open Accounts Payable TURLOCK JOURNAL $888.17

Invoice	Date	Description	Amount
13453-5/3/16	05/16/2016	WATER CONSERVATION ADVERTISING - TURLOCK JOURNAL	$888.17
Paying Fund		Cash Account	Amount

420 - WATER	420.11000 (Cash)		$888.17

107012	05/19/2016	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00

Invoice	Date	Description	Amount
MAY 2016-PYMT 1	05/13/2016	MAY 2016 PAYMENT #1	$200,000.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$200,000.00

107013	05/19/2016	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,180.00

Invoice	Date	Description	Amount
APRIL 2016	05/11/2016	#3.46-#4.86	$1,180.00

Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	$470.00
266 - Police Services Grants	266.11000 (Cash)	$710.00

107014	05/19/2016	Open	Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT, ACCOUNTS RECEIVABLE	$352.90

Invoice	Date	Description	Amount
160371	05/12/2016	PAYMENT FOR TRANSPORTATION TO WQC & TUR RECY. FOR GGW FIELD TRIP	$352.90

Paying Fund	Cash Account	Amount
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$352.90

107015	05/19/2016	Open	Accounts Payable	UNION PACIFIC RAILROAD	$433.05

Invoice	Date	Description	Amount
90062167	05/12/2016	14-28 INTERSECTION IMPROVEMENTS AT N GOLDEN STATE BLVD/FULKERTH	$433.05

Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	$433.05

107016	05/19/2016	Open	Accounts Payable	UNIVAR USA INC	$4,149.67

Invoice	Date	Description	Amount
SJ744637	05/14/2016	SODIUM BISULFITE CONTRACT NO 13-108	$4,149.67

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$4,149.67

107017	05/19/2016	Open	Accounts Payable	US BANK-VISA	$83,429.24

Invoice	Date	Description	Amount
4/22/16 x 9452	05/13/2016	US Bank / Procurement-Card Statement 4-22-16	$83,429.24

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$38,534.78
116 - Special Public Safety	116.11000 (Cash)	$4,795.58
120 - Tourism	120.11000 (Cash)	$132.71
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$423.85

205 - Sports Facilities	205.11000 (Cash)	$2,571.97
216 - Streets - Local Transportation	216.11000 (Cash)	$554.85
217 - Streets - Gas Tax	217.11000 (Cash)	$3,134.25
225 - Transportation Tax	225.11000 (Cash)	$251.24
228 - Park Development Tax	228.11000 (Cash)	$876.00
240 - Small Equipment Replacement	240.11000 (Cash)	$346.61
246 - Landscape Assessment	246.11000 (Cash)	$4,260.80
255 - CDBG	255.11000 (Cash)	$32.14
266 - Police Services Grants	266.11000 (Cash)	$642.53
269 - Parks & Public Facilities Grants	269.11000 (Cash)	$148.00
270 - Recreation Grants	270.11000 (Cash)	$1,846.72
405 - Building	405.11000 (Cash)	$24.49
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$13,009.14
420 - WATER	420.11000 (Cash)	$5,101.41
426 - Transit - Fixed Route	426.11000 (Cash)	$1,573.99
501 - Information Technology	501.11000 (Cash)	$2,279.86
502 - Engineering	502.11000 (Cash)	$1,553.08
505 - Fleet	505.11000 (Cash)	$823.30
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$511.94

107018 05/19/2016 Open Accounts Payable VALLEY BALANCING & AUTO $740.23

Invoice	Date	Description	Amount
96511	05/14/2016	SC03-9027	$740.23

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$740.23

107019 05/19/2016 Open Accounts Payable VAN DE POL ENTERPRISE INC $407.25

Invoice	Date	Description	Amount
CL67346	05/04/2016	FUEL PURCHASE	$407.25

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$407.25

107020 05/19/2016 Open Accounts Payable VERIZON WIRELESS $1,820.30

Invoice	Date	Description	Amount
9764842429	05/13/2016	ENGINEERING - Billing for 4/04/16 - 5/03/16	$529.10
9764842432	05/13/2016	HOUSING - Billing for 4/04/16 - 5/03/16	$50.88
9764842427	05/18/2016	APRIL 04-MAY 03	$1,240.32

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,240.32
255 - CDBG	255.11000 (Cash)	$50.88
502 - Engineering	502.11000 (Cash)	$529.10

107021 05/19/2016 Open Accounts Payable VETERINARY MED CTR INC $65.00

Invoice	Date	Description	Amount

217365	05/11/2016	V0899 VACC.GRANT SPAY	$65.00
Paying Fund		Cash Account	Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)	$5.00
266 - Police Services Grants		266.11000 (Cash)	$60.00

107022 05/19/2016 Open Accounts Payable VIGILANT CANINE SERVICES INTERNATIONAL LLC $1,000.00

Invoice	Date	Description	Amount
2458	05/11/2016	FEB/MAR 2016	$1,000.00
Paying Fund		Cash Account	Amount
116 - Special Public Safety		116.11000 (Cash)	$1,000.00

107023 05/19/2016 Open Accounts Payable WALLACE KUHL & ASSOCIATES $1,175.00

Invoice	Date	Description	Amount
201601043	05/12/2016	SR03, CP11-43 N TEGNER AND TAYLOR INTERSECTION IMPROV	$1,175.00
Paying Fund		Cash Account	Amount
306 - North Turlock Master Plan		306.11000 (Cash)	$1,175.00

107024 05/19/2016 Open Accounts Payable WARDEN'S OFFICE INC $161.44

Invoice	Date	Description	Amount
45591-0	05/11/2016	DELIVERY AND INSTALL OF TABLE TOP IN OFFICE 257	$161.44
Paying Fund		Cash Account	Amount
266 - Police Services Grants		266.11000 (Cash)	$161.44

107025 05/19/2016 Open Accounts Payable WEST YOST ASSOCIATES $32,332.50

Invoice	Date	Description	Amount
2029671	05/14/2016	PROFESSIONAL SERVICES FOR 3/5/16-4/8/16	$32,332.50
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	$32,332.50

107026 05/19/2016 Open Accounts Payable BECCHETTI, PETE $150.00

Invoice	Date	Description	Amount
TR 3927-PER DIEM	05/12/2016	TR 3927-PER DIEM FOR ROSENBAUER SERVICE SEMINAR	$150.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$150.00

107027 05/19/2016 Open Accounts Payable Cortez, Jesus $150.00

Invoice	Date	Description	Amount
Deposit Refund	05/10/2016	Facility Deposit Refund	$150.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	$150.00

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107028	05/19/2016	Open	Accounts Payable	DEHART, BILL		$96.00
Invoice		Date	Description		Amount	
Mileage-6/3/16		05/18/2016	1 Day Travel for DeHart June 3, 2016		$96.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$96.00	
107029	05/19/2016	Open	Accounts Payable	DIRKSE, JEFFREY, J.		$25.00
Invoice		Date	Description		Amount	
2016-13		05/11/2016	2016 MEMBERSHIP DUES		$25.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$25.00	
107030	05/19/2016	Open	Accounts Payable	HARCKSEN, MICHAEL		$150.00
Invoice		Date	Description		Amount	
TR 3927-PER DIEM		05/12/2016	TR 3927-PER DIEM FOR ROSENBAUER SERVICE SEMINAR		$150.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$150.00	
107031	05/19/2016	Open	Accounts Payable	JACOB, MATTHEW		$96.00
Invoice		Date	Description		Amount	
Mileage-6/3/16		05/18/2016	1 Day Travel, Mileage Reimb for June 3, 2016		$96.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$96.00	
107032	05/19/2016	Open	Accounts Payable	MALLORY, DAVID		$150.00
Invoice		Date	Description		Amount	
TR 3927-PER DIEM		05/12/2016	TR 3927-PER DIEM FOR ROSENBAUER SERVICE SEMINAR		$150.00	
Paying Fund			Cash Account		Amount	
110 - General Fund			110.11000 (Cash)		$150.00	

Type Check Totals: 111 Transactions $606,081.02

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	$604,681.03	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,399.99	$0.00
	Stopped	0	$0.00	$0.00
	Total	111	$606,081.02	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	$604,681.03	$0.00

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	Reconciled	0	$0.00	$0.00
	Voided	1	$1,399.99	$0.00
	Stopped	0	$0.00	$0.00
	Total	111	$606,081.02	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**110**	**$604,681.03**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,399.99**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**111**	**$606,081.02**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**110**	**$604,681.03**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$1,399.99**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**111**	**$606,081.02**	**$0.00**

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MAY 24, 2016
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting

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1. A. **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 (arrived at 5:05 p.m.) and Mayor Gary Soiseth.
   ABSENT: None

2. **PUBLIC PARTICIPATION:** Mayor Soiseth opened public participation.

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 it relates to the adopted Fiscal Year 2015/16 and Fiscal Year 2016/17 Budget. The status update is informational and will include discussion regarding the first half of the two-year budget cycle Fiscal Year 2015/16 (General Fund), Fiscal Year 2016/17 (General Fund), a review of potential budgetary items that will impact the General Fund in coming years, a review of General Fund Reserve, a review of Departmental Augmentation Requests for Fiscal Year 2016/17, and any other matter that may fall within the City's budgetary scope.

   City Manager Gary Hampton provided an overview of the information to be discussed throughout the budget workshop including review of the first half of the General Fund two-year budget cycle for Fiscal Year 2015/16, recommended amendments to the second half of the General Fund two-year budget cycle for Fiscal Year 2016/17, highlights contained in the existing budget, and changes that have occurred since the budget was adopted.

   Administrative Services Director Kellie Jacobs-Hunter provided a handout and presented information regarding the Fiscal Year 2016/17 Insurance Renewal Summary noting minor changes (increases/decreases) to premiums.

   A. Status Update of Fiscal Year 2015/16 (General Fund)

      Administrative Services Director Kellie Jacobs-Hunter presented information and updated Council on the projected Fiscal Year End 6/30/16 Revenues and Expenditures for the General Fund.

   B. Status Update of Fiscal Year 2016/17 (General Fund)

      Administrative Services Director Kellie Jacobs-Hunter presented information and updated Council on the status of Fiscal Year 2016/17 General Fund.

   C. Review potential budgetary items that will impact General Fund in coming years

      Administrative Services Director Kellie Jacobs-Hunter updated Council on the status of potential items that will impact the General Fund in coming years.

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D. Review General Fund Reserve

Administrative Services Director Kellie Jacobs-Hunter presented information and updated Council on the status of the General Fund Reserve and reviewed the current adopted minimum General Fund reserve requirements.

Council and staff discussion included inquiries about reductions in deficit spending including proceeds received from the sale of the Palm/Starr property.

E. Review Departmental Augmentation Requests for Fiscal Year 2016/17

City Manager Gary Hampton spoke about various Departmental Augmentation Requests, highlighted requests received from Administrative Services, Police Services, Fire Services, and Parks, Recreation and Public Facilities, and noted the key principles that were applied when reviewing these requests to fulfill Council's vision and carry-out responsibilities.

City Manager Gary Hampton also spoke about continued growth in the General Fund reserve, sustainability to the community, responsible fiscal management, managing capital projects, asset/equipment replacement, health care costs, grant funding for four (4) Police Officer positions, and upcoming negotiations of labor agreements.

Council requested clarification on items pertaining to Parks, Recreation and Public Facilities, noted the importance of developing a comprehensive asset replacement program, and thanked staff for their efforts and recommendations.

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

Milt Trieweiler spoke about the recession and general fund reserve.
Mayor Soiseth closed public participation.

Mayor Soiseth echoed Mr. Trieweiler's concerns and noted the City's efforts with debt repayment and rebuilding crucial departments.

7. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 6:00 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

DRAFT

Jennifer Land
Deputy City Clerk

5B2

MAY 24, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:06 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

   A. Mayor Soiseth presented a Proclamation to Dorali Mitre in recognition of Disability Awareness Month, June 2016. Ms. Mitre thanked the Council and spoke about the numerous services, programs, and activities the Society for Disabilities provides to the community.

   B. Mayor Soiseth presented a Certificate of Recognition to the Pitman High School Art Club in recognition of their dedication and outstanding service to the community through their contributions that promote passion for the arts. Pitman High School Art Club President Samantha Rodriguez and Co-President Anna thanked the Council, noted their goals are to spread creativity and foster imagination, and encouraged youth to participate in art.

   C. Mayor Soiseth recommended that Robert Holly be appointed to fill a vacancy on the Parks, Arts & Recreation Commission for a term set to expire on December 31, 2017.

   Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, appointing Robert Holly to fill a vacancy on the Parks, Arts & Recreation Commission for a term set to expire December 31, 2017. Motion carried 5/0 by the following vote:

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

City Clerk Kellie Weaver swore in Mr. Holly and congratulated him on his appointment.

Mr. Holly stated he looks forward to serving the Parks, Arts, & Recreation Commission.

   D. City Clerk Trainee Jennifer Land announced upcoming dates and locations for the Campaign Finance Workshops as follows:

   District 1 - Wednesday, June 8th at 6:00 p.m. at the Turlock High School Performing Arts Center located at 1600 E. Canal Drive. District 2 - Thursday, June 9th at 6:00 p.m. at the Cunningham Elementary School Cafeteria located at 324 W. Linwood Avenue. District 3 - Wednesday, June 15th at 6:00 p.m. at the Dennis Earl Elementary School Cafeteria located at 4091 N. Olive Avenue. District 4 - Thursday, June 16th at 6:00 p.m. at the Turlock Junior High School Cafeteria located at 3951 N. Walnut Road

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

DRAFT

B. STAFF UPDATES

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

   Parks, Recreation and Public Facilities Director Allison Van Guilder provided updates on the Christoffersen median turf replacement project noting completion by the end of June 2016. Director Van Guilder also provided an update on the recreation software program including the Request for Proposals (RFP) process and evaluating programs and options offered by one of the City's current vendors Tyler Technologies (New World).

2. Sr. Recreation Supervisor Karen Packwood provided an update on the Million Acts of Kindness Initiative as it relates to the City of Turlock Afterschool Program including the various activities and positive engagement by the students that promote kindness. Ms. Packwood introduced the Site Manager from Walnut Elementary Education Center and Recreation Leaders from Osborn Two-way Immersion Academy, and Wakefield Elementary.

   Site Manager at Walnut Elementary Education Center Stephanie Reyes recognized Alexander Vasquez for his acts of kindness and willingness to help others. Alexander stated he enjoys helping others and spreading kindness. Mayor Soiseth presented Alexander a Certificate of Recognition as a "Million Acts of Kindness" award recipient.

   Osborn Two-way Immersion Academy Recreation Leader Marisol Rodriguez recognized Kaydence Braley for her acts of kindness and eagerness to make others happy. Kaydence defined kindness as being helpful and respectful and stated that kindness can help stop bullying. Mayor Soiseth presented Kaydence a Certificate of Recognition as a "Million Acts of Kindness" award recipient.

   Wakefield Elementary Recreation Leader Crystal Ibarra recognized Hugo Perez for his acts of kindness and sensitivity to others. Hugo stated he feels very lucky to be here and cares about others. Mayor Soiseth presented Hugo a Certificate of Recognition as a "Million Acts of Kindness" award recipient.

   Osborn Two-way Immersion Academy Recreation Leader Brooke Romero recognized Mia Petersen for acts of kindness and her positive and caring attitude. Mia defined kindness as being helpful and nice. Mayor Soiseth presented Mia a Certificate of Recognition as a "Million Acts of Kindness" award recipient.

   Mayor Soiseth spoke about his recent visits to the school sites and encouraged the students to inspire fellow classmates.

   Ms. Packwood concluded her update by noting kindness activities will be incorporated into summer recreation programs and sought permission to continue recognizing students at future Council meetings for their acts of kindness.

3. Municipal Services Director Michael Cooke provided an update on water resources including mandatory reduction targets based on the Governor's Executive Order, condition of City water wells, water production and depth to groundwater levels, and efforts for increasing conservation and enforcement.

Council and staff discussion included the City's efforts in exploring and expanding alternative water supply and investing in water resources.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett provided information about upcoming library events and activities including the summer reading challenge, creative writing groups, and technology programs.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember Jacob, 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. 2016-097** Accepting Demands of 4/14/16 in the amount of $2,040,487.01; Demands of 4/21/16 in the amount of $633,884.64; Demands of 4/28/16 in the amount of $382,572.71; Demands of 2/29/16 in the amount of $1,008,263.12

B. *Motion*: Accepting Minutes of Regular Meeting of May 10, 2016

C. 1. *Motion*: Accepting notification of Contract Change Order No. 1 (Final) in the amount of $3,250 (Fund 420) for City Project 11-58, "East Main Street Water Line Replacement" bringing the contract total to $625,747

2. *Motion*: Accepting improvements for City Project No. 11-58, "East Main Street Water Line Replacement" and authorizing the City Engineer to file a Notice of Completion

3. **Resolution No. 2016-098** Re-appropriating $80,000 to account number 420-52-551.51126 "East Main Waterline Replacement" to be funded from unappropriated Fund 420 Water Enterprise Reserves for City Project No. 11-58, "East Main Street Water Line Replacement" to complete the necessary funding required for this project

D. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $19,071 (Fund 413) for City Project 13-44, "Wet Utility Improvements around Fourth Street and A Street" bringing the contract total to $344,519

2. *Motion*: Accepting improvements for City Project No. 13-44, "Wet Utility Improvements around Fourth Street and A Street" and authorizing the City Engineer to file a Notice of Completion

E. 1. **Resolution No. 2016-099** Making the determination that City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15302(c) (Replacement or Reconstruction) of the CEQA Guidelines

2. *Motion*: Awarding bid and approving an agreement in the amount of $689,412.28 (Fund 420) with Taylor Backhoe Service, Inc. of Merced, California for City Project No. 14-29, "Water Line Replacement on Palm Street and Mitchell Avenue"

3. **Resolution No. 2016-100** Appropriating $668,965 to account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900" to be funded from unappropriated Fund 420 Water Enterprise reserves for City Project No.14-29, "Water Line Replacement

on Palm Street and Mitchell Avenue" to complete the necessary funding required for this project

F. *Motion*: Approving a supplier agreement with Safe-T-Lite of Modesto, Inc., of Modesto, California, in an amount not to exceed $60,000 from account number 110-10-112.43187 "Tourism – Misc.", for the rental of temporary traffic control devices on an as-needed basis related to City projects and special events

G. 1. **Resolution No. 2016-101** Determining acceptance of the 2015 General Plan Annual Report is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) of the CEQA Guidelines

2. **Resolution No. 2016-102** Accepting the 2015 General Plan Annual Report pursuant to California Government Code Section 65400(a)(2) to be submitted to the Governor's Office of Planning and Research and the California Department of Housing and Community Development

H. *Motion*: Approving the renewal of the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth volleyball programs within the community

I. *Motion*: Awarding RFQ 16-351 and Contract No. 16-030 to All Valley Smog, Inc. of Turlock, having met all the specifications of RFQ 16-351 and being the lowest responsive and responsible bidder, for auto smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed $5,000

J. 1. *Motion*: Awarding Request for Quotation 15-325 and Contract No. 16-021 to Websoft Developers, Inc. having met all of the specifications of Request for Quotation 15-325 and being the lowest responsive and responsible bidder for a Mobile Work Order Management Software System

2. *Motion*: Approving an agreement for services with Websoft Developers, Inc. for a Mobile Work Order Management Software System for the Municipal Services Department and the Parks, Recreation and Public Facilities Department for a period of five (5) years, in an amount not to exceed $136,749.81, from account numbers 410-51-534.51170 "Electronic Work Order System" and 110-50-500.41013 "Maintenance Services Software"

K. 1. *Motion*: Approving Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32, in an amount not to exceed $212,096 from account number 420-52-550.43320 "Special Services/Projects"

2. **Resolution No. 2016-103** Appropriating $212,096 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund Amendment No. 1 to the Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc. for the preparation of a Hydrogeological and Water Quality Assessment Study to include additional work for the Rehabilitation/Modification Services of Well 32

L. 1. **Resolution No. 2016-104** Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2016, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities

2. **Resolution No. 2016-105** Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 8, 2016, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code

3. **Resolution No. 2016-106** Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 8, 2016
4. **Resolution No. 2016-107** Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on Tuesday, November 8, 2016

6. FINAL READINGS: None

Councilmember Jacob stepped down from the dais at 6:57 p.m.

7. PUBLIC HEARINGS

A. City Manager Gary Hampton presented the staff report on the request to supersede and replace Council Resolution No. 2016-026 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. 2016-108** Superseding and replacing Council Resolution No. 2016-026 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 Nascimento, and carried 4/1 by the following vote:

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

8. SCHEDULED MATTERS:

Councilmember Jacob returned to the dais at 7:01 p.m.

A. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to determine the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), determine the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Administration (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance, (310e), and authorize submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project.

Council and staff discussion included inquiries about the California Environmental Quality Act (CEQA) process and requirements.

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

Action: **Resolution No. 2016-109** Determining the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Administration (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance, (310e) was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

Resolution No. 2016-110 Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

B. Parks, Recreation & Public Facilities Manager Erik Schulze presented the staff report on the request to appropriate $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study.

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

Action: **Resolution No. 2016-111** Appropriating $75,000 to 305-40-442.43731 "Recreation Facilities Prioritization & Feasibility Study" from Fund 305 "Capital Facility Fees General Government" reserve balance to provide funds for a Sports & Recreation Facilities Prioritization and Feasibility Study was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

C. Parks, Recreation & Public Facilities Manager Erik Schulze presented the staff report on the request to accept the post event report for the Carnegie Centennial Celebration funded in part by the City through the Community Events and Activities Grant Program.

Carnegie Arts Center Director Lisa McDermott provided an update on the event noting successful attendance by the community, thanked the Carnegie Special Events Committee for their efforts in contributing to the success of the event, and expressed appreciation to the City of Turlock for their sponsorship.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the post event report for the Carnegie Centennial Celebration funded in part by the City through the Community Events and Activities Grant Program. Motion 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:

Councilmember Nascimento provided an update on the Turlock Public Library Partnership committee.

Councilmember DeHart noted that he and Councilmember Jacob will be attending the League of California Cities 2016 Policy Committee meetings in June.

12. CLOSED SESSION: None

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:19 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

DRAFT

Jennifer Land
Deputy City Clerk

5C

City Council Synopsis
June 14, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 4 to the Agreement with Pires, Lipomi, and Navarro Architects, and increasing the total compensation amount by $4,950 (Fund 426) for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan"

2. DISCUSSION OF ISSUE:

One June 24, 2014, the City Council approved an agreement with Pires, Lipomi, and Navarro Architects to develop Phase 2 plans for expansion of the Turlock Regional Transit Center. The scope of work for the Phase 2 plans included the construction of a building that consists of office space for the City's retained contractor for transit operations with a lobby area and ticketing office to serve patrons, three shade structures to cover existing passenger waiting islands, solar panels, a 77 space parking lot, pedestrian plaza and landscaping improvements.

Agreement History:

	City Council Approval	Amount	Purpose
Original Agreement	June 24, 2014	$ 218,540	Original Design
Amendment No. 1	February 24, 2015	$ 14,780	Additional Scope – The original design did not detail the level of security and access control desired by the owner. This amendment included the design of a building access control system, internal and external security cameras, and a digital video recording. The scope of work of the amendment

OK for Agenda

			included coordination of building security plans with the building electrical plan.
Amendment No. 2	May 15, 2015	$ 49,280	Additional Scope – Provide design for two (2) additional shade structures at existing loading areas and two dual electric vehicle charging stations including electrical engineering and additional construction administration.
Amendment No. 3	August 11, 2015	$ 10,190	Additional Scope – Provide design for floor plan changes to enhance transit operator and patron experience within the building, including but not limited to, additional casework, relocated drinking fountains, updated door and hardware schedules, and sheer wall calculations. Also includes additional site furniture, security cameras, update of security drawings per floor plan changes, and addition of two fire hydrants and taps on Golden State Boulevard.
Amendment No. 4	June 14, 2016	$ 4,950	Additional Scope – Landscaping design
TOTAL		**$ 297,740**	

During review of the project plans, the Planning Division commented that the existing landscaping and irrigation around the park and ride lot needed to be replaced because the existing landscaping had died and was removed by City maintenance staff. Amendment No. 4 adds to the scope of work the design of the landscaping which substantially increases the number of plants to provide a better aesthetic environment to match the landscaping themes proposed for the project.

Per the previously approved Amendment No. 3, the consultant's due date to complete 100% plans and specifications and obtain a building permit was October 5, 2015. The consultant did not meet this due date. However, in early fall of 2015, the critical path to advertise the project for construction shifted from preparation of project plans to issuance of the National Environmental Policy Act (NEPA) environmental document and Federal Transit Administration (FTA) grant approval, as the review and approval process is requiring much more time than is typical for a project of this size and scope. As of the writing of this report, NEPA clearance and

FTA grant approval has not yet taken place. This Amendment No. 4 changes the due date for submitting 100% complete plans and specifications to March 3, 2016, which coincides with the date the Building Division approved the project plans, resulting in the consultant meeting the due date.

City staff anticipates approval of the NEPA environmental document and the FTA grant sometime during the summer of 2016, with bidding and construction to follow immediately thereafter. The term of the Agreement is proposed to be extended to December 10, 2017 to allow sufficient time for bid advertisement, awarding of a construction contract, construction, and final paperwork.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to the Turlock Municipal Code, approval of the amendment to the Agreement is required prior to execution of a contract amendment with a retained consultant.

B. The contract time requires an extension due to the increased scope of work and delay in the environmental review process.

C. There is sufficient federal grant funding for these additions to the scope of work.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:
4. Transportation infrastructure that serves the needs of the community:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Project 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan," is funded with a combination of Proposition 1B funds, Local Transportation Funds (LTF), and Federal Transit Administration (FTA) funds. Sufficient funding for the increased design and construction management costs is available in account number 426-40-415.51260 "Transit Hub" for the proposed amendment.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

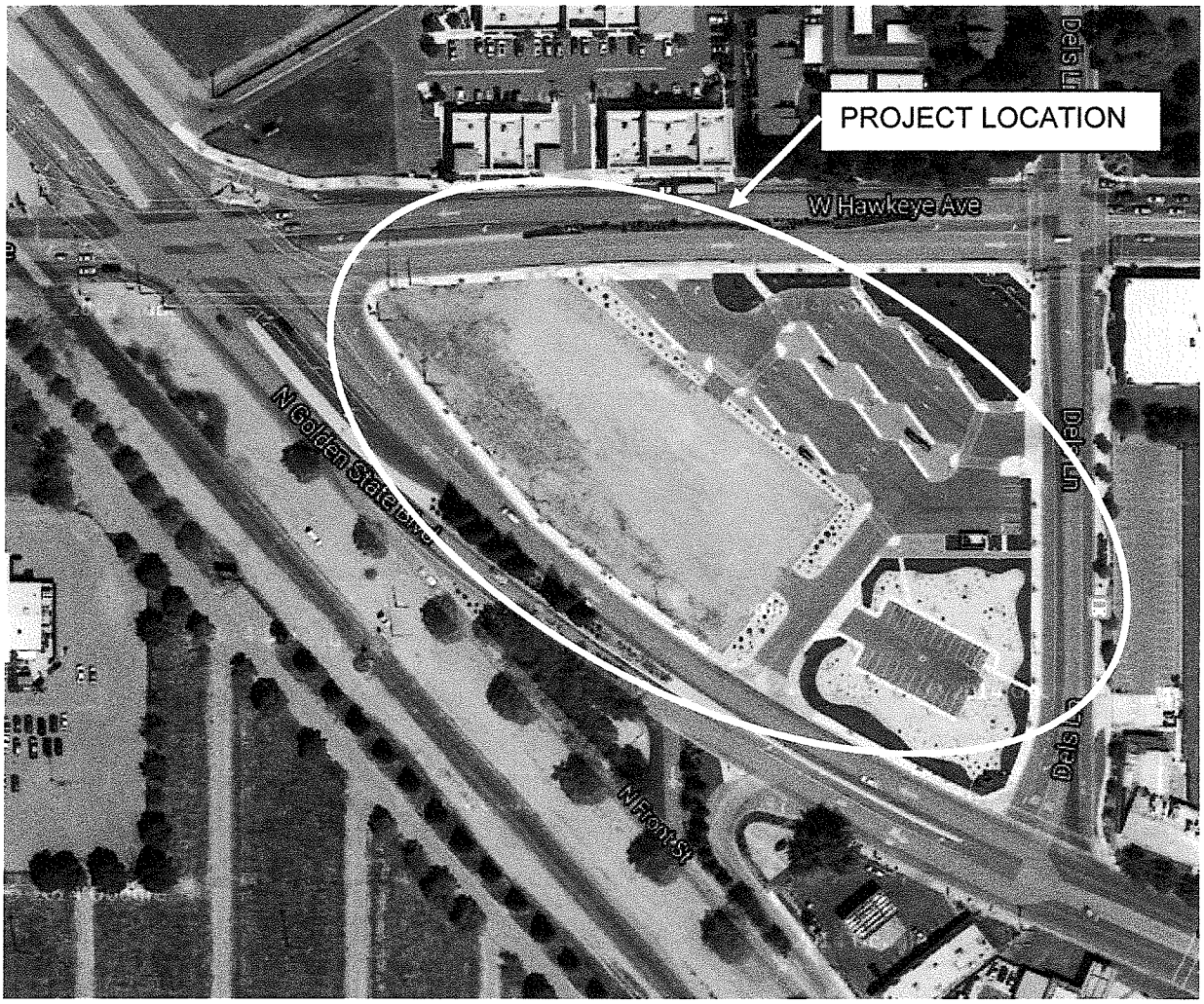
6. ENVIRONMENTAL DETERMINATION:

A Notice of Exemption from CEQA was filed in September 2015 under Section Number 15332 (Infill Development) of the CEQA Guidelines. Approval of this Amendment No. 4 does not affect the previous CEQA determination.

7. ALTERNATIVES:

A. Not approve the amendment. Staff does not recommend this alternative because the changes in scope are for the betterment of the project and the additional contract time is needed to extend project milestones and the end of term in order to complete the project under a single agreement.

City Project No. 12-60B
TURLOCK REGIONAL TRANSIT CENTER PHASE 2 DESIGN AND MASTER PLAN



AMENDMENT NO. 4
to
the Agreement between
THE CITY OF TURLOCK
and
Pires, Lipomi + Navarro Architects

THIS AMENDMENT NO. 4, dated June 14, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Pires, Lipomi + Navarro Architects**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated June 10, 2014, whereby CONSULTANT agreed to perform professional architectural and engineering services for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2" (hereinafter the "Agreement"); and

WHEREAS, on February 24, 2015, the parties entered into Amendment No. 1 to the Agreement dated June 10, 2014, whereby CONSULTANT was to perform additional work in accordance with Exhibit B to Amendment No. 1; and

WHEREAS, on May 12, 2015, the parties entered into Amendment No. 2 to the Agreement dated June 10, 2014, whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 2; and

WHEREAS, on August 11, 2015, the parties entered into Amendment No. 3 to the Agreement dated June 10, 2014, whereby CONSULTANT was to perform additional work in accordance with Exhibit D to Amendment No. 3; and

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

1. Paragraph 1 of the Agreement is amended to read 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 professional architectural and engineering services, and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

   In addition to the Scope of Work attached as Exhibit A to the Agreement, CONSULTANT shall furnish all labor, equipment, materials

OK for Agenda

and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1, Amendment No. 2, Amendment No. 3, and the added scope of services attached to this Amendment No. 4 as Exhibit E, all of which is necessary and required to furnish 100% complete plans and specifications and to comply with plan check comments in preparation for bidding the project for construction. Consultant shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4."

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

"4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional compensation in the amount of Four Thousand Nine Hundred Fifty and No/100^{ths} Dollars ($4,950.00) in accordance with Exhibit E attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 shall not exceed Two Hundred Ninety Seven Thousand Seven Hundred Forty and No/100^{ths} Dollars ($297,740.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4."

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

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning June 10, 2014 and ending December 10, 2017, subject to CITY's availability of funds."

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

"6. **LIQUIDATED DAMAGES:** Consultant shall complete milestone tasks in their entirety before or on the dates shown below.

Milestone 1 - Consultant shall submit both the master plans (first draft) and conceptual level bid documents to City for review by **September 29, 2014**

Milestone 2 - Consultant shall complete 100% plans and specifications and obtain a building permit for the phase 2 construction project by **March 3, 2016**.

Milestone 3 - Consultant shall complete the master plans (final version) by **December 10, 2017**."

5. The following paragraph is added to the Agreement:

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

Stephen Fremming
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us"

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

PIRES, LIPOMI + NAVARRO ARCHITECTS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT E

Pires Lipomi + Navarro ARCHITECTS

CONTRACTUAL AMENDMENT

Date: 3/15/16

Client Name: City of Turlock, Stephen Fremming
Project Name: Turlock Regional Transit Center Phase 2 Design and Master Plan (City Project No. 12-60B)
Project Number: 14031
Contract Type: Fixed Fee

Amendment #4

Pires, Lipomi & Navarro Architects proposes the contractual amendment outlined below to the Turlock Regional Transit Center Phase 2 Design and Master Plan. This amendment shall be subject to the terms and conditions contained in our contractual agreement dated June 10, 2014.

1. **Contract Information**

Current Contract:	$ 292,790.00
Amendment #4 :	**$ 4,950.00**
New Contract:	$ 297,740.00

Current 'Milestone 2' deadline	October 5, 2015
Amendment #3 :	**Extend 'Milestone 2 deadline by 151 days**
New 'Milestone 2' deadline:	March 3, 2016

2. **Change in Scope:**

Landscape:

- Redesign of south parking lot and landscape island per client request. Grass to be replaced with a low water use plant substitute. DG area to be re-designed with shrubs and groundcover consistent with the design of the new transit center.
- Re-design of tree wells along Golden State Blvd per client request to include tree grates and a shift in location closer to the planter beds.

Time Extension:

- Due to additional time for City plan review and scope changes the above time was added to the contract "Milestone 2' deadline.

3. **Project Compensation**

3.1. Client agrees to compensate Pires, Lipomi & Navarro Architects for all services performed on a Fixed Fee basis for fees as outlined above, plus reimbursable expenses. Project will be billed monthly for services completed to date.

Pires
Lipomi +
Navarro
ARCHITECTS

Please indicate your concurrence/acceptance of the terms stated above by affixing your signature below and returning one original to our office.

Pires, Lipomi & Navarro Architects		City of Turlock	
_____		_____	
Name	***Date***	***Name***	***Date***

5D

City Council Synopsis
June 14, 2016

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Possession and Use Agreement between Vicente and Jackie Fuentes and the City of Turlock for City Project No. 14-28, "Intersection Improvements at Golden State Boulevard and Fulkerth Road"

2. DISCUSSION OF ISSUE:

City staff is developing plans for the improvement of the North Golden State Boulevard and Fulkerth Road Intersection. In order to provide the width for the desired number of lanes, property acquisition (688 square feet) is required from a single private land owner located at 1101 Fulkerth Road. Bender Rosenthal, Inc., one of the City's retained right of way consultants, has completed an appraisal for the needed property and has determined that the value of the needed land and the loss of improvements, consisting of a portion of a wrought iron fence, is $10,000. On April 26, 2016, the City Council approved a purchase and sale agreement with the property owner for the full appraised value of the partial acquisition.

The property owner originally agreed to a purchase and sale agreement verbally, however, following Council's approval, the owner is hesitant with the City's offer. In order to request authorization of federal funding for the construction phase of the project, the City must first receive Caltrans' approval on a right of way form that certifies the City has acquired all parcels necessary for the construction project. The deadline for the submission of the request for authorization to proceed with construction to Caltrans is June 30, 2016, after which time the City is at risk of losing funding for the construction phase of the project. An alternative to acquiring property rights in fee or by easement is through a Possession and Use Agreement. When approved, this agreement will allow the City to possess and use the property while placing the amount of the written offer ($10,000) in an escrow account, to be disbursed to the owner at a later date, in addition to other provisions as enumerated in the agreement. The agreement originated from Chapter 8 of the Caltrans Right of Way Manual and is recommended by the City's right of way consultant as the

OK for Agenda

most efficient method to obtain property rights for the purposes of submitting a complete right of way certification to Caltrans.

3. BASIS FOR RECOMMENDATION:

A) Pursuant to the Turlock Municipal Code, Council approval of an Agreement is required prior to purchasing property for capital improvements.

B) The purchase of this property is needed to widen Fulkerth Road to provide the desired number and width of vehicle and bicycle lanes.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:
4. Transportation infrastructure that serves the needs of the community:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for City Project No. 14-28, "Intersection Improvements at Golden State Boulevard and Fulkerth Road," is available in account number 215-40-420.51210 "Federal Street Projects," in the adopted 2015-2016 budget. These funds are specifically for federal projects and these actions.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

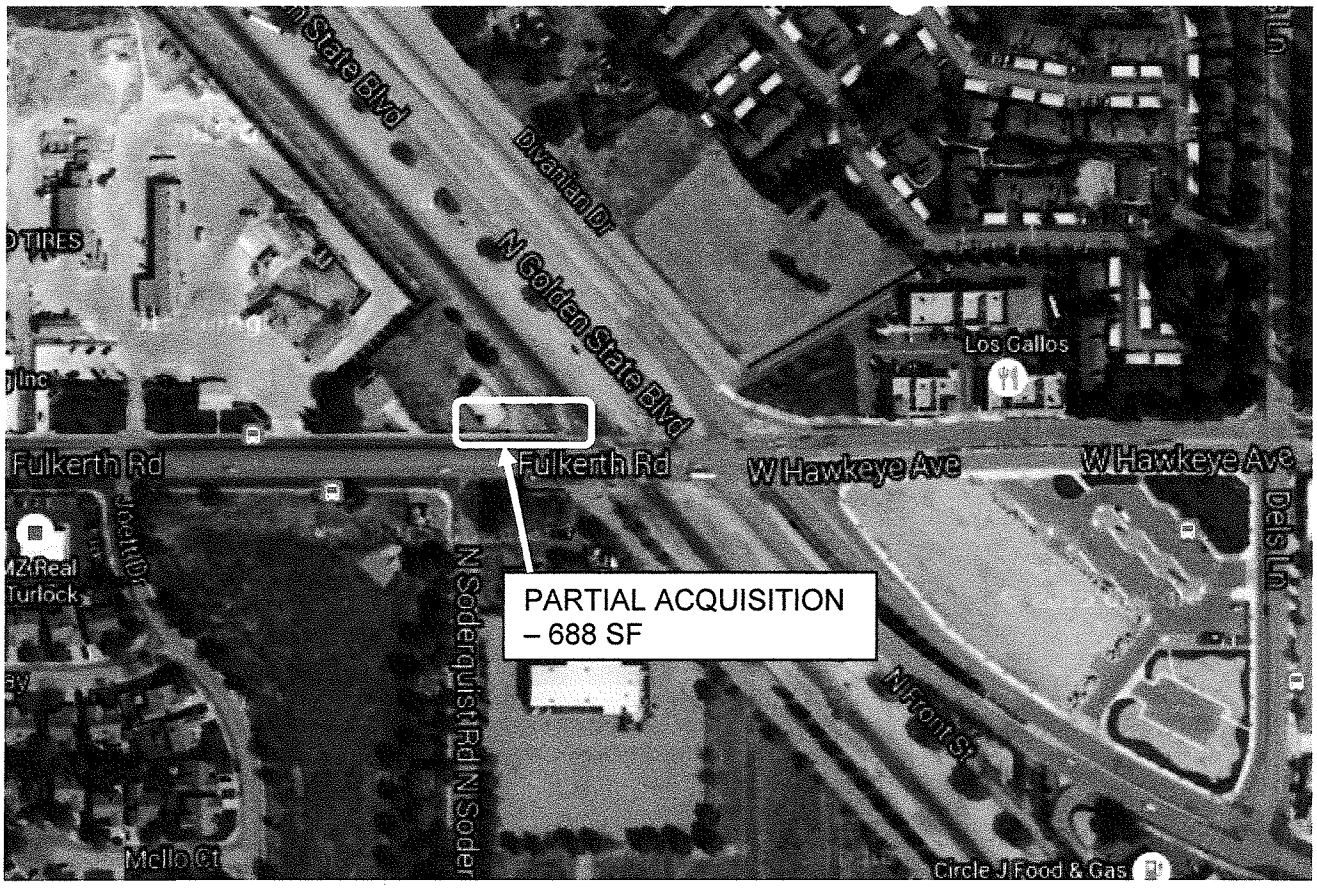
6. ENVIRONMENTAL DETERMINATION:

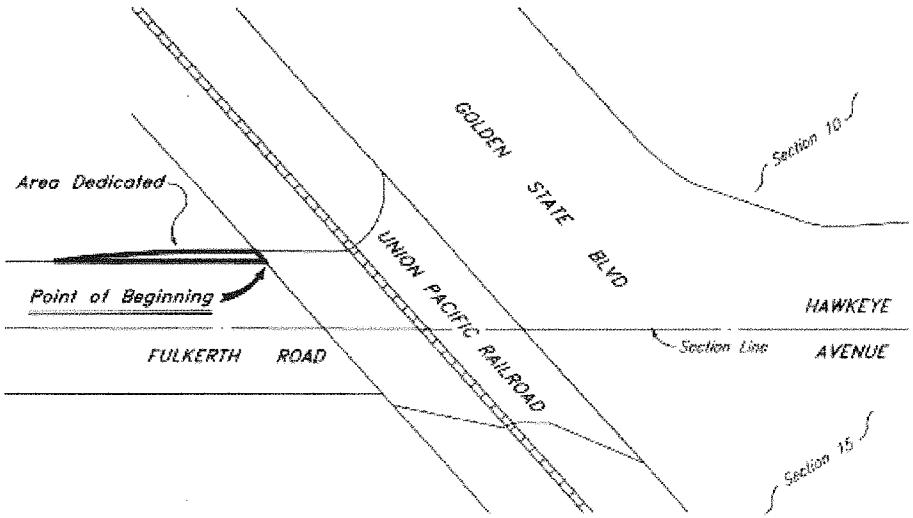
This project has received a Categorical Exclusion under the National Environmental Policy Act (NEPA) after studying noise impacts, cultural and archaeological resources, and potential for encountering hazardous waste. With the NEPA environmental document issued, the City is able to acquire property for this federally funded project in keeping with the Caltrans Local Assistance Procedures Manual.

An action to approve acquisition of property is not subject to CEQA as the activity is not a project as defined in Section 15378 of the CEQA Guidelines.

CITY PROJECT NO. 14-28

INTERSECTION IMPROVEMENTS AT GOLDEN STATE BOULEVARD AND FULKERTH ROAD





POSSESSION AND USE AGREEMENT

June 14, 2016
DATE

Stanislaus — CO
1101 Fulkerth Road — ROAD

071-014-004
APN

This Possession and Use Agreement ("Agreement") is made on June 14, 2016, by and between the City of Turlock, ("CITY"), and Vicente Fuentes and Jackie Fuentes ("OWNER"), who shall be collectively referred to as the "PARTIES."

RECITALS

A. CITY requires immediate possession and use of a portion of OWNER'S real property (the "Parcel) to construct a CITY Roadway Project. OWNER'S property is located in Turlock, Stanislaus County, California, legally described in the attached Legal Description, Exhibit "A" and identified on the Right of Way map in the attached, Exhibit "B."

B. The Parcel is required for the purpose of constructing City Project No. 14-28, Intersection Improvements at North Golden State Boulevard and Fulkerth Road (the "Project"). The purpose of this Agreement is to allow the CITY to submit a complete request for authorization to proceed with construction to the California Department of Transportation without delay.

C. The PARTIES acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest. The CITY has offered fair-market "Just Compensation" to the OWNER for permission to enter the Parcel and to construct the Project, and as consideration for the rights set forth in the paragraph entitled "Possession," below. The CITY has made a firm written offer to pay the total sum of **$10,000** to OWNER and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the CITY'S appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies. The OWNER has not accepted this offer.

OPERATIVE PROVISIONS

In consideration of the sum to be paid to OWNER and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, CITY and OWNER agree as follows:

Possession

1. OWNER grants to CITY and its contractors, agents, representatives, employees and all others deemed necessary by CITY, the irrevocable right to exclusive possession and use of the Parcel, including but not limited to, the right to remove and dispose of any and all improvements within the Parcel. In consideration for this irrevocable grant of possession and use, CITY will tender into escrow the sum of **$10,000**. CITY shall have the right to possess the portion of the Parcel delineated on the attached map on the date the sum is paid into escrow.

OK for Agenda

Just Compensation and Appraisal

2. OWNER acknowledges that the sum referenced in paragraph one (1) represents the full amount of the CITY-approved appraisal of what CITY believes is just compensation owed for the acquisition of a portion of the larger Parcel. Should the Parties fail to reach a settlement and it becomes necessary for CITY to file a condemnation action to acquire the Parcel, the PARTIES agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The PARTIES also agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the PARTIES agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

Escrow

3. This transaction will be handled through an escrow account. CITY shall pay all escrow fees incurred in this transaction. OWNER shall be entitled to interim disbursement of $2,000 from the sum referred to in paragraph one (1), less any amounts payable to any other persons having an interest in the Parcel. Any unearned rents will be prorated in escrow and CITY shall be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:

a. All holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Parcel; and

b. All other parties having interests in the Parcel have received payment or have consented to a payment to OWNER; and

c. CITY has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to OWNER'S withdrawal.

4. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the CITY. Any sum disbursed to OWNER from this escrow shall be deducted from the ultimate amount received by OWNER as a result of any settlement, award, or verdict of just compensation for the Parcel.

Effective Date

5. This Agreement is effective as of June 14, 2016 (the "Effective Date"). From and after the Effective Date, Owner shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining City's prior written consent.

Taxes

6. OWNER agrees to submit payment, when due, to the CITY tax collector for all taxes and special assessments on the Parcel that are due during the period from the date of possession (as set forth in paragraph one (1) of this Agreement) to the date title transfers to the CITY. Title transfers to the CITY on the date the Grant Deed or Final Order of Condemnation is recorded in the office of the CITY recorder. OWNER shall not be required to pay taxes or special assessments on the portion of the Parcel conveyed to CITY on or after the date title transfers to the CITY. After the date title transfers to the CITY, the CITY will request that the CITY tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to the CITY. After the tax cancellation request is made by the CITY, OWNER may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

Eminent Domain Proceedings

7. This Agreement is made with the understanding that the CITY will continue to negotiate in good faith with OWNER to acquire its interest in the Parcel by direct purchase. It is further understood that in the event an agreement for purchase is not reached within two (2) months of the Effective Date of this Agreement, such failure will be an acknowledgement that the negotiations to acquire the Parcel have proved futile, and the CITY shall have the right to file a complaint in eminent domain to acquire title to the Parcel. Such complaint shall be filed within a reasonable time after the time period provided in this paragraph has expired.

8. If the CITY begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the City.

Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235

9. Section 1245.235 of the California Code of Civil Procedure requires the State of California, and local agencies, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the City Council of the City of Turlock and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

a. The public interest and necessity require the project.

b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. The offer required by section 7267.2 of the Government Code has been made to the Owner or others of record.

10. By granting this irrevocable right to possession and use of the Parcel to CITY, OWNER agrees to the following:

a. OWNER specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and OWNER shall not object to the adoption of the resolution of necessity by the City Council of the City of Turlock authorizing the taking of the property described in Exhibit "A."

b. OWNER shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit "A."

c. In any eminent domain action filed by CITY to acquire the property described in Exhibit "A," OWNER shall not challenge CITY'S right to acquire such property, and the only issue shall be the amount of just compensation for the property.

Refund

11. OWNER agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by OWNER, the OWNER shall refund the difference including interest at the apportionment rate of interest as provided in Code of Civil Procedure section 1268.350 to City.

Waiver

12. OWNER waives any right to challenge CITY'S right to possess and use the Parcel in any subsequent eminent domain proceedings filed by CITY. OWNER also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

Date of Valuation

13. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be the date City takes possession of the Parcel.

Interest

14. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by section 1268.350 of the California Code of Civil Procedure. OWNER shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date CITY takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Hazardous Materials

15. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Parcel on the date CITY takes possession of the Parcel, OWNER shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

OWNER shall further hold CITY, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date City takes possession under this Agreement.

Abandonment of Proceeding

16. Under section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, City reserves the right to abandon the proceeding in whole or in part.

Authority to Execute and Bind

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.

Entire Agreement

18. This Agreement reflects the entire agreement between the PARTIES and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the PARTIES concerning the matters contained herein.

Governing Law

19. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the PARTIES.

Successors in Interest

20. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the PARTIES.

Understanding of Agreement

21. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

Fees and Costs

22. Except as otherwise provided in this Agreement, each party shall bear all costs (including expert and appraisal fees) (excluding appraisal fees not to exceed $5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

Severability

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

Amendment to Agreement

24. This Agreement may only be amended by written agreement, executed by all PARTIES.

Counterparts

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

POSSESSION AND USE AGREEMENT (Cont.)

(Form #)

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

BUYER:

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

SELLERS:

By: _____
Vicente Fuentes

By: _____
Jackie Fuentes

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

Right-of-way Dedication

LEGAL DESCRIPTION

A portion of the Section 10, 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:

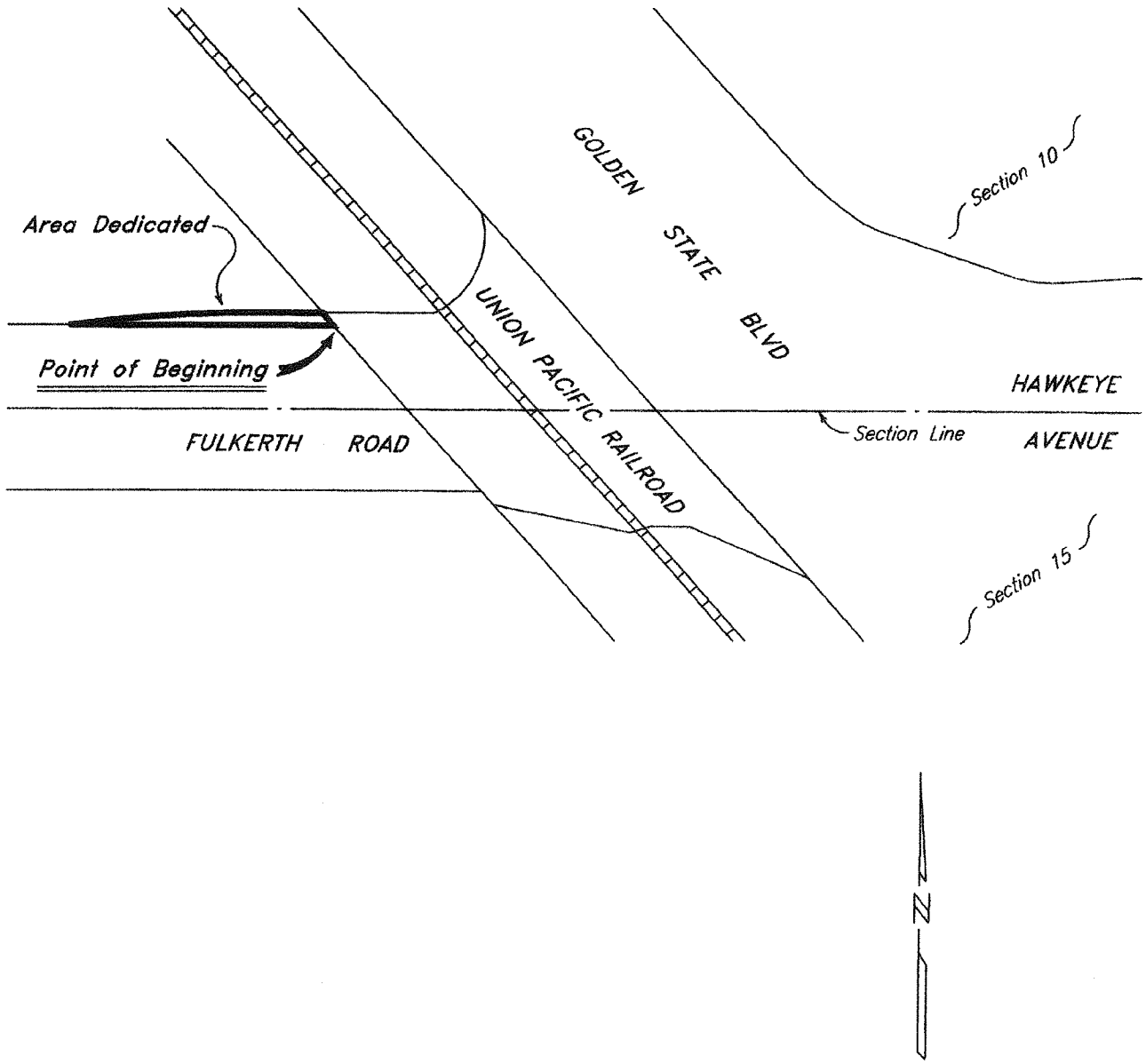
BEGINNING at a point on the intersection of the north right-of-way line of Fulkerth Road, being 45.00 feet north of the south line of said Section 10 and the southwesterly line of the 100.00 foot wide Union Pacific Rail Road right-of-way; thence North 41°56'25" West along said southwesterly line of the 100.00 foot wide Union Pacific Rail Road right-of-way, a distance of 8.84 feet; thence North 89°47'47" West, a distance of 29.55 feet to the beginning of a non-tangent curve concave to the south, which bears a radial line of North 0°18'41" East from the center; thence westerly 107.43 feet along the arc of said non-tangent curve, having a radius of 845.73 feet and a central angle of 7°16'40" to said north right-of-way line of Fulkerth Road; thence South 89°49'05" East along said north right-of-way line of Fulkerth Road, a distance of 142.64 feet to the point of beginning.

LICENSED LAND SURVEYOR
RICHARD K. FULTZ
EXP. 12-31-10
NO. 7804
STATE OF CALIFORNIA

3-17-10

EXHIBIT "B"

Plat of Right-of-way Dedication



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City Council Synopsis
June 14, 2016

From:	Michael G. Pitcock, P.E. Director of Development Services/ City Engineer
Prepared by:	Randall Jones, Assistant Engineer
Agendized by:	Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 15-64, "Slurry Seals 2016," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301(c) (Existing Facilities) of the CEQA Guidelines

- -

Motion: Awarding bid and approving an agreement in the amount of $673,006 (Fund 246) with VSS International, Inc., West Sacramento, California for City Project No. 15-64, "Slurry Seals 2016"

2. DISCUSSION OF ISSUE:

On May 19, 2016, six bids were received for City Project No. 15-64, "Slurry Seals 2016." VSS International, Inc. of West Sacramento, California, was the lowest responsible bidder with a bid in the amount of $673,006.

Bid Summary:

COMPANY NAME	BID AMOUNT
VSS International, Inc.	$673,006.00
Pavement Coatings Company	$700,285.00
California Pavement Maintenance	$703,394.74
Telfer Pavement Technologies	$721,177.94
Sierra Nevada Construction	$762,007.00
Graham Contractors	$845,843.47

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

OK for Agenda

This project consists of performing slurry seal resurfacing to various roadways throughout the City. The areas to be slurry sealed are identified below. These areas are part of a benefit assessment district that was formed in part to pay for the maintenance of the roadway within the benefit assessment district. Funding for this project comes from the collection of the assessment district fees within the benefit assessment districts which is collected on the Stanislaus County Assessor's Tax Roll.

The assessment districts receiving slurry seal treatment this year are:

- Countryside Plaza
- Gemstone Estates
- Delta National Bank
- Countryside No.2, No.3, and No.4
- Monte Vista Crossings
- Sterling Oaks No.1 and No.2
- Rhodes Estates
- Hervey Estates
- Tamimi
- Campus Vista
- Winter Haven No.1 and No.2
- Makoor Estates
- Rose Cottage
- Lauren Estates No.1 and No.2
- Autumn Brook No.1 and No.2
- Heritage Homes
- Kevin Berger
- Cottage Park
- VIG Golden State LLV
- Omi
- Taylor Road Bike Path

3. BASIS FOR RECOMMENDATION:

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

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

Policy Goal and Implementation Plan Initiative:

<u>Policy Goal # 4</u> Municipal Infrastructure

General Principles:

4. Transportation infrastructure that serves the needs of the community:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$826,097.16	$673,006.00	$67,300.60	$67,300.60	$18,495.96

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

The account number has $700,000 in funding for Fiscal Year 2015-16 with an additional $700,000 in Fiscal Year 2016-17. Staff anticipates the expenditure of $75,000 this Fiscal Year with the remaining project costs ($751,100) expended in Fiscal Year 2016-17. The difference between the amount anticipated to be spent in Fiscal Year 2016-17 and the amount that is in the Fiscal Year 2016-17 adopted budget ($51,100) will be added via a future budget amendment. The amount of funds at the start of the 2016-17 Fiscal Year will equal the expected expenditure of $751,100.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves negligible or no expansion of use of the existing facility (roadway). In accordance with Section 15301(c) (Existing Facilities) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project does not involve any expansion of use to the facility (existing roadway).

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.

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

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-64
Slurry Seals 2016

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

VSS International, Inc.
3785 Channel Drive
West Sacramento, CA 95691

hereinafter called "Contractor" on this 14th day of June, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On June 14, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

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

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

2. **THE CONTRACT:**

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

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

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

3. **SCHEDULE:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-64, "Slurry Seals 2016 ."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Six Hundred Seventy Three Thousand Six and NO/100ths Dollars ($673,006.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty Five (35)** working days beginning on the first day

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

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

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

9. **DELAY DAMAGES:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Nineteen Hundred** and no/100ths Dollars **($1900.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other

projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

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

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

In the event work is performed or materials furnished in addition to those set forth in Contractor's

bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. CHANGE OF CONTRACT PRICE:

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

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

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

1.4. Vacation
1.5. Training
1.6. Other State and federal recognized fringe benefit payments

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

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table.

The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

Non-Owner-Operated Dump Truck Rental

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

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are

not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

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

17. CHANGE OF CONTRACT TIME:

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

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

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

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

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

22. CONTRACT SECURITY:

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

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

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

24. CONTRACTOR'S INSURANCE:

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

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

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

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

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

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

(5) Surety bonds as described below.

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

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

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

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

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

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

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

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

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

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

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

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

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

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

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

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

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

(h) 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.

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

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

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____

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

Randall E. Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

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

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

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 22 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

VSS INTERNATIONAL, INC.

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-64, "Slurry Seals 2016 ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-64, "Slurry Seals 2016 ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY PROJECT NO. 15-64, "SLURRY SEALS 2016," IS EXEMPT FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15301(C) (EXISITING FACILITIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, Section 15301(c) (Existing Facilities) of the CEQA Guidelines categorically exempts projects that consists of maintenance on existing highways and streets; and

WHEREAS, the key consideration in the applicability of Section 15301 (Existing Facilities) of the CEQA Guidelines is that the project involves negligible or no expansion of use of the existing facility; and

WHEREAS, the purpose of City Project No. 15-64, "Slurry Seals 2016" is to apply slurry seal treatment to existing roadways as a preventative maintenance procedure and does not involve any expansion of use of the existing roadway.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that City Project No. 15-64, "Slurry Seals 2016," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301(c) (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

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City Council Synopsis
June 14, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 16-37, "Live Fire Training Facility Demolition," is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

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Motion: Awarding base bid and bid alternate and approving an agreement in the amount of $4,700 (Fund 116) with Modesto Sand and Gravel, Inc. of Modesto, California for City Project No. 16-37, "Live Fire Training Facility Demolition"

2. DISCUSSION OF ISSUE:

On May 19, 2016, two responsive bids were received for City Project No. 16-37, "Live Fire Training Facility Demolition." Modesto Sand and Gravel, Inc. of Modesto, California was the lowest responsible bidder.

Bid Summary:

COMPANY NAME	BASE BID AMOUNT	BID ALTERNATE AMOUNT
Modesto Sand and Gravel, Inc.	$3,700	$1,000
Sinclair General Engineering Construction, Inc.	$9,520	$8,820

The purpose of the project is to demolish the existing live fire training facility as well as the existing two-story training tower. The City's previous live fire training facility was damaged beyond repair. Fire department staff tried to repair and modify the facility for future use, however all attempts were unsuccessful. This project is in

OK for Agenda
gm

anticipation and preparation of a future project to install a new live fire training facility in the same location as the existing facility.

The training tower is over 30 years old and is dilapidated. The tower has a large amount of dry rot and the long term facility plan does not identify this tower in its current location. The tower has not been used for quite some time and the Fire Department has asked that it be demolished.

A future staff report will be brought forward to the City Council for consideration of the construction of a shipping-container structure to serve as the new live fire training facility.

3. BASIS FOR RECOMMENDATION:

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

B. This project is one of the steps to complete an implementation measure identified in the Policy Goals and Implementation Plan (repair or replace the training burn building).

Policy Goal and Implementation Plan Initiative:

Policy Goal #3 Public Safety

Action Item:
3. Ensure equipment and infrastructure readiness

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Asbestos Survey and Report
$ 11,140	$ 4,700	$ 470	$ 470	$ 5,500

Funding is available in account number 116-30-305.51028_003 "Fire Capital Training Prop" for the proposed work. These funds have been budgeted specifically for this project (replace the training burn building). A construction project and costs associated with that project includes foundation system, seismic connections and exterior stairwells for the cargo container training burn building will be brought forward to the City Council for their consideration at a future date. Preliminary estimates for the construction phase of that project is $30,000 to $40,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15301 (Existing Facilities) of the CEQA Guidelines. This project does not involve any expansion of use of the existing facility which is the key consideration in determining if the project meets the criteria for a Class 1 exemption.

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.

B. Not approve the agreement. Staff does not recommend this alternative because the project is needed to demolish the existing facilities as the proposed new live fire training facility will occupy the same location. This project is identified in the Policy Goals and Implementation Plan.

CITY PROJECT NO. 16-37

LIVE FIRE TRAINING FACILITY DEMOLITION

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-37

Live Fire Training Facility Demolition

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

Modesto Sand and Gravel Inc
6137 Hammett Court
Modesto, CA 95358

hereinafter called "Contractor" on this 14th day of June, 2016 (hereinafter called the "Agreement").

RECITALS

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

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

C On June 14, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: demolish and remove debris from the fire department live fire training building, located within the City's coproration yard and furnishing all necessary

labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **The Contract:**

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

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-37, "Live Fire Training Facility Demolition."**

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

5. **Contract Price:**
City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Four Thousand Seven Hundred and NO/100ths Dollars ($4700.00).** Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Five (5)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

9. **Delay Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **Performance By Sureties:**

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

11. **Disputes Pertaining To Payment For Work:**

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

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

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

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

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training
   - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   - 2.1. Workers' compensation insurance
   - 2.2. Social security
   - 2.3. Medicare
   - 2.4. Federal unemployment insurance
   - 2.5. State unemployment insurance

2.6. State training taxes

3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

1. The Contractor submits a request to use rented equipment

2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00

0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the

Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

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

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

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

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

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

22. Contract Security:

Security in the form of bonds are not required for this project as the project does not exceed $25,000.

23. Hold-Harmless Agreement And Contractor's Insurance:

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

24. Contractor's Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both,

and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in

writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Nathan Bray
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6035
E-mail: nbray@turlock.ca.us

32. Interpretation:

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

33. Antitrust Claims:

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

34. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 20 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

MODESTO SAND & GRAVEL, INC.

By: _____

_____
Print Name

Address: _____
_____
_____

Phone: _____
Date: _____

Federal Tax ID or Social Security No:
_____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY PROJECT NO. 16-37, "LIVE FIRE TRAINING FACILITY DEMOLITION," IS EXEMPT FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, the key consideration in the applicability of Section 15301 (Existing Facilities) of the CEQA Guidelines is the project involves negligible or no expansion of use of the existing facility; and

WHEREAS, City Project No. 16-37, "Live Fire Training Facility Demolition," does not involve any expansion of use of the existing facilities; and

WHEREAS, the purpose of City Project No. 16-37, "Live Fire Training Facility Demolition," is to demolish the existing live fire training facility and the existing training tower, as maintenance has proved to be unsuccessful.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that City Project No. 16-37, "Live Fire Training Facility Demolition" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

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City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Transportation Development Act (TDA) claim for funding of transit capital and operations expenses for Fiscal Year 2016-17, and authorizing the Mayor or City Manager to sign and submit the subject claim to the Stanislaus Council of Governments

2. DISCUSSION OF ISSUE:

Each year the City submits an application to Stanislaus Council of Governments (StanCOG) for TDA funds. The TDA funding is divided into two sources: Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. In addition to federal funding through the FTA these are the major sources of revenue for transit operations for the City's fixed route and dial-a-ride services. Once funding has been allocated for transit purposes, the remaining funds, identified as "Other," are distributed to regional agencies based on an agreed upon distribution methodology for streets-related purposes.

In addition to those sources of funding, the City also receives some monies from fare revenue from passengers that board the bus and advertising revenue from ads placed on the side of buses. The City is continuing to explore ad revenue opportunities through an expansion into bus shelters as well.

The City's transit claim (Exhibit A) for transit operations and capital expenses for Fiscal Year 2016-17 was submitted to StanCOG on April 3, 2016. This application included the estimated increases in cost associated with making the changes proposed in the Short Range Transit Plan. Within that application, the City claimed $1,271,969 of LTF and $5,347 of STA, for a combined total of $1,277,316. The City's claim, as well as claims from each of the other transit operators in the region, was approved by the Transit Cost Sharing Committee on April 18, 2016, and is pending approval by the StanCOG Policy Board at their regular meeting in June 2016.

OK for Agenda

Farebox Recovery

A key factor in making decisions that affect transit operations is the farebox recovery ratio. This is a TDA requirement that stipulates the City, as a recipient of state and federal funds, must capture a fixed percentage of all operating expenses in fare revenue. Currently the City is held to a 15% threshold for fixed-route service and 10% for dial-a-ride service. However, starting in July 2016, the fixed-route threshold will increase to 20%, which poses a challenge for existing operations as traditionally a 15% cost recovery is barely achieved.

Due to the breadth of service changes proposed for the City's transit system the City can seek an exemption to the farebox recovery requirements that would temporarily reduce the required threshold from 20% to 10% for a two-year period, plus the year the change is made (3 years total). This exemption, which was submitted to StanCOG for approval as part of the TDA claim process, would allow the City greater flexibility in providing enhanced services and significant changes based on the understanding that it takes time for riders to adjust to the major service changes and start using them regularly.

On April 18, 2016, the Transit Cost Sharing Committee approved the City's request for a farebox exemption for fixed-route services for Fiscal Years 2016-19. On May 18, 2016, the StanCOG Policy Board formally approved of the exemption as well under StanCOG Resolution No. 15-36 (Exhibit B).

3. BASIS FOR RECOMMENDATION:

A. All transit claims submitted to StanCOG require the approval of the local governing body prior to approval by the StanCOG Policy Board.

B. The proposed transit claim represents service changes as proposed by the Short Range Transit Plan consultant that are significant enough in nature to qualify for a farebox exemption from 20% to 10% for a period of three years.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4: Municipal Infrastructure

General Principles:

1. Transportation infrastructure that serves the needs of the community:
    c. Access to transit and non-motorized options

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

If the proposed changes as identified in the Short Range Transit Plan are implemented, the total fixed route expenses are expected to increase from $811,579 to $1,146,189, representing an increase of $334,610, while the dial-a-ride expenses are expected to increase at a much smaller rate of $458,792 to $475,471. The bulk of the increase in expenses are related to additional routes and service hours to better serve the needs of the traveling public. Half of the proposed increase ($167,305) will be paid with federal operating funds, while the remaining half will be paid with a combination of LTF, STA and local revenue (advertising, fares, etc.).

All of the anticipated revenue, as well as capital and operational costs for implementing the proposed changes in Fiscal Year 2016-17, have been identified in the TDA transit claim provided to StanCOG. This claim was approved by the Transit Cost Sharing Committee and the StanCOG Policy Board. Once the City Council has approved the proposed changes, staff will implement the proposed changes as previously described on August 1, 2016. Should the City Council not approve the proposed plan, staff will not implement the proposed changes.

No General Fund contributions are required or expected. No budget amendment is required, as the transit-related changes proposed in the TDA claim, and reflected in the SRTP, were included in the recent mid-year budget amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject approval of the Fiscal Year 2016-17 Transit Claim as prepared by City staff. This action is not recommended because the proposed claim represents the projected cost of providing service enhancements as proposed in the City's Short Range Transit Plan.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM FOR FUNDING OF TRANSIT CAPITAL AND OPERATIONS EXPENSES FOR FISCAL YEAR 2016-17, AND AUTHORIZING THE MAYOR OR CITY MANAGER TO SIGN AND SUBMIT THE SUBJECT CLAIM TO THE STANISLAUS COUNCIL OF GOVERNMENTS	**RESOLUTION NO. 2016-**

WHEREAS, each year the City submits an application to Stanislaus Council of Governments (StanCOG) for Transportation Development Act (TDA) funds; and

WHEREAS, the TDA funding is divided into two parts: Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. These funds are a major source of revenue for transit operations. In addition, remaining funds not claimed for transit are distributed to local agencies as streets and roads funding through a methodology approved by the Transit Cost Sharing Committee; and

WHEREAS, within the application submitted to StanCOG on April 3, 2016, for Fiscal Year 2016-17, the City claimed $1,271,969 of LTF and $5,347 of STA, for a combined total of $1,277,316.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Transportation Development Act (TDA) claim for funding of transit capital and operations expenses for Fiscal Year 2016-17, and authorizes the Mayor or City Manager to sign and submit the subject claim to the Stanislaus Council of Governments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

TRANSPORTATION DEVELOPMENT ACT
TRANSIT CLAIM FOR
FISCAL YEAR 2016-17

TO: Stanislaus Council of Governments
1111 I St., Ste.308
Modesto, CA 95354

FROM: Applicant: **City of Turlock**

Address: **156 S. Broadway**

City **Turlock** Zip: **95380**

Contact Person: **Wayne York** Phone: **(209) 668-6039**

E-mail Address: wyork@turlock.ca.us Fax: **(209) 668-5563**

The **City of Turlock** hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its annual transit claim be approved in the amount of $1,277,316 for fiscal year 2016-17, to be drawn from the Transportation Development Act Fund as follows:

Local Transportation Fund	$1,271,969
State Transit Assistance Fund	$5,347
Total	$1,277,316

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Transportation Development Act Fund claim and the financial information contained herein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: _____

Title: City Manager

Date: _____

StanCOG Board of Directors:

Date of approval: _____

Resolution #: _____

_____
StanCOG Approving Authority

TRANSPORTATION DEVELOPMENT ACT
FOR FISCAL YEAR 2016-17
SUMMARY OF TRANSIT CLAIM BY ARTICLE

Claimant: **City of Turlock**

Claim Purpose		I. LTF	II. STA
I.	**PUBLIC TRANSPORTATION**		
	Article 4 (99262) - Operator	1,253,434	5,347
	Article 8 (99400.5) Transportation Terminals	15,015	0
	Article 8 (99400(e)) Contractor Capital	0	0
II.	**OTHER**		
	Article 8 (99400(b,c,d,e)) (AMTRAK)	3,520	0
TOTAL THIS CLAIM		$1,271,969	$5,347

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
FINANCIAL PLAN - DART

Dial-A-Ride

		2016-17	2017-18	2018-19	2019-20	2020-21
I.	**REVENUE FOR OPERATIONS**					
A.	Farebox (Fares + Advertising)	52,340	53,387	54,434	55,480	56,527
B.	FTA Formula (Sec. 5307, 5309, 5311)	211,565	215,796	220,028	224,259	228,490
C.	STA - Carryover from last completed fiscal year					
D.	STA - New Claim	5,347	6,000	6,000	6,000	6,000
E.	LTF - Carryover from the last completed fiscal year	0				
F.	LTF - New Claim	204,219	195,000	200,000	205,000	210,000
G.	Other Claimant (Prop 1B)					
H.	Other local (Interest)	2,000	2,000	2,000	2,000	2,000
I.	**TOTAL OPERATIONS**	**475,471**	**472,183**	**482,461**	**492,739**	**503,017**
II.	**CONTRIBUTED CAPITAL**					
J.	FTA (Section 5307, 5309, 5311)	0			864,000	
K.	CMAQ					
L.	Proposition 1B - Regional share & Carryover	0				
M.	Proposition - Direct apportionment					
N.	STA - Carryover from last completed fiscal year					
O.	STA - New claim					
P.	LTF - Carryover from the last completed fiscal year	291,000	24,000	5,345		
Q.	LTF - Carryover from fiscal year 2014/15					
R.	LTF - New claim	0		15,655	237,000	29,000
S.	Other claimant					
T.	Other local (Interest)					
U.	TOTAL CAPITAL	**291,000**	**24,000**	**21,000**	**1,101,000**	**29,000**
V.	TOTAL (I+U)	**766,471**	**496,183**	**503,461**	**1,593,739**	**532,017**

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
DART - ITEMIZED PROJECTED CAPITAL COSTS

Dial-A-Ride

		2016-17		2017-18		2018-19		2019-20		2020-21	
	Describe Items	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST
1	**Telephone System**									1	5,000
2	**Office Furniture**		20,000	1	3,000	1				1	3,000
3	**Park & Ride Lot**	1	6,000	1	6,000	1	6,000	1	6,000	1	6,000
4	**Computers and Technology**	1	30,000								
5	**Dial-a Ride Buses**							6	1,080,000		
6	**Replace Transit Operations Building**	1	200,000								
7	**Service Rebranding Enhancements**	1	20,000								
8	**Contingencies**	1	15,000	1	15,000	1	15,000	1	15,000	1	15,000
	TOTAL COST		**291,000**		**24,000**		**21,000**		**1,101,000**		**29,000**

Operator: City of Turlock

TRANSIT CLAIM
FISCAL YEAR 2016-17
OPERATIONS

Dial-A-Ride

	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares	38,375	38,586	39,140
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)		12,100	13,200
Sale of Property			
407 Nontransportation (inc. Interest)	880	2,000	2,000
408 Local taxes			
409 Local Transportation Fund (LTF) -Current Claim	0	192,935	204,219
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2013-14 to 2014-15	56,003		
LTF - Carryover 2014-15 to 2015-16	0	0	
LTF - Transfer from Capital	117,615		
LTF - Carryover 2015-16 to 2016-17			
LTF - Carryover 2016-17 to 2017-18			
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim	8,075	8,171	5,347
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants	182,573	205,000	211,565
TOTAL REVENUES	**403,521**	**458,792**	**475,471**
B. OPERATING EXPENSE			
501 Labor	116,563	142,521	159,536
502 Fringe Benefits	23,764	29,767	38,845
503 Services	4,982	5,639	5,575
504 Materials & Supplies	44,862	66,150	61,500
505 Utilities	40	250	250
506 Casualty & Liability	1,210	1,365	1,365
507 Taxes			
508 Purchase Transportation Services	207,500	205,000	205,000
509 Misc Expenses	4,600	8,100	2,400
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencies	0	0	1,000
TOTAL EXPENDITURES	**403,521**	**458,792**	**475,471**

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's Chief Financial Officer or CPA_____

Note: Any operating cost item for 2016-17 which exceeds 2015-16 by more than 15% must be justified in a statement attached to this claim.

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
CAPITAL

Dial-A-Ride

C. CAPITAL REVENUES	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
FTA (Section 5307, 5307, 5311)			
CMAQ			
Other Federal			
Proposition 1B - Regional share			
Proposition 1B - Direct share			
State Transit Assistance (STA) - Current Claim			
State Transit Assistance (STA) - Carry Over			
TP&D Guideway			
Other State (Proposition 1B - New)			
Prop 1B carryover 2013-14 to 2014-15	900,000		
Prop 1B carryover 2014-15 to 2015-16	(900,000)	900,000	
Prop 1B carryover 2015-16 to 2016-17			
Trs Prop 1B to fixed route capital fund			
Local Transportation Fund (LTF) - Current Claim			
Local Transportation Fund (LTF) - Carry Over			
LTF - Carryover 2013-14 to 2014-15	463,778		
LTF - Carryover 2014-15 to 2015-16	(341,345)	341,345	
LTF - Transfer from Capital	(117,615)		
LTF - Carryover 2015-16 to 2016-17		(320,345)	320,345
LTF - Carryover 2016-17 to 2017-18			(29,345)
Nontransportation (inc. Interest)	1,520		
Other Local			
TOTAL REVENUES	**6,338**	**921,000**	**291,000**
D. CAPITAL EXPENDITURES			
Itemize:			
Telephone System			
Office Furniture			20,000
Park & Ride Lot	6,000	6,000	6,000
Computers and Technology			30,000
Dial-a Ride Buses		900,000	
Replace Transit Operations Building			200,000
Service Rebranding Enhancements			20,000
Contingencies	338	15,000	15,000
TOTAL	**6,338**	**921,000**	**291,000**

Approved by Operator's Chief Financial Officer or CPA_____

Operator: **City of Turlock, DART**

TRANSIT CLAIM
FISCAL YEAR 2016/17
PERFORMANCE MEASURES

Dial-A-Ride

MODE: ___EH _X_GP
_X__established ____extended

PERFORMANCE MEASURES	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
1. Operating Cost	403,521	458,792	475,471
2. Passengers	12,214	12,500	14,200
3. Vehicle Service Hours	2,438	2,700	3,200
4. Vehicle Service Miles	34,171	34,500	36,000
5. Employees	4	4	6
6. Fares	38,375	50,686	52,340
PERFORMANCE INDICATORS			
7. Operating Cost Per Passenger	33.04	36.70	33.48
8. Operating Cost Per Vehicle Service Hour	165.51	169.92	148.58
9. Passengers per Vehicle Service Hour	5.01	4.63	4.44
10. Passengers Per Vehicle Service Mile	0.36	0.36	0.39
11. Vehicle Service Hours Per Employee	609.50	675.00	533.33
12. Fares as a Percent of Operating Cost	10.00%	11.00%	11.00%

All of the above terms are defined in PUC 99247

NOTE: Complete a Statement of Performance Measures and Indicators for each mode (i.e. elderly/handicapped and general public), and for each, complete a separate statement for established services and new, extended services

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
FINANCIAL PLAN - BLAST

Fixed Route

		2016-17	2017-18	2018-19	2019-20	2020-21
I.	**REVENUE FOR OPERATIONS**					
A.	Farebox (Fares + Advertising)	135,640	141,066	146,708	152,577	158,680
B.	FTA Formula (Sec. 5307, 5311)	505,274	400,000	400,000	400,000	400,000
C.	STA - Carryover from last completed fiscal year					
D.	STA - New Claim					
E.	LTF - Carryover from the last completed fiscal year	4,604	0	0	0	0
F.	LTF - New Claim	496,171	300,000	310,000	320,000	330,000
G.	Other Claimant (Interest)	4,500	4,000	4,000	4,000	4,000
H.	Other (Identify if more than 15%)					
I.	**TOTAL OPERATIONS**	**1,146,189**	**845,066**	**860,708**	**876,577**	**892,680**
II.	**CONTRIBUTED CAPITAL**					
J.	FTA Formula (Sec. 5307, 5340)	5,053,600	1,280,000	1,000,000	0	0
K.	STA - Carryover from last completed fiscal year					
L.	STA - New Claim					
M.	LTF - Carryover from the last completed fiscal year	1,416,956				
N.	LTF - New Claim	553,044	560,000	200,000	50,000	50,000
O.	Other Claimant					
P.	Other - includes carryover	1,133,400	2,000,000			
Q.	**TOTAL CAPITAL**	**8,157,000**	**3,840,000**	**1,200,000**	**50,000**	**50,000**
R.	**TOTAL (I+Q)**	**9,303,189**	**4,685,066**	**2,060,708**	**926,577**	**942,680**

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
BLAST - ITEMIZED PROJECTED CAPITAL COSTS

Fixed Route

		FY 2016-17		FY 2017-18		FY 2018-19		FY 2019-20		FY 2020-21	
	Describe Items	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST
1	Bus Benches & Signs	1	30,000	1	25,000	1	25,000	1	25,000	1	25,000
2	Short Range Transit Plan	1	55,000								
3	Transit Transfer Hub	1	3,417,000								
4	Bus Video Replacement	1	20,000								
5	CNG Fast Fill Fueling Compressor	1	450,000								
6	Improve Corp Yard Security/Entrance	1	90,000								
7	Transit Admin Vehicle	1	40,000	1	40,000						
8	Bus Replacement	4	2,400,000	2	1,600,000						
9	Electronic Farebox Enhancements	1	90,000								
10	Bus Procurement/Inspection	1	50,000								
11	FTA Reimbursement for Bus Fire	1	90,000								
12	Equipment Upgrades for Merced Buses	1	40,000								
13	Bus Stop Improvements	1	500,000	1	150,000	1	150,000				
14	Bus Parking Expansion	1	350,000								
15	(2) 29' Low-Floor Cutaway Buses	2	440,000								
16	GIS Development and Integration Study	1	20,000								
17	Service Rebranding Enhancements	1	50,000								
18	ITS System Enhancements					1	1,000,000				
	Commuter Service			1	2,000,000						
19	Contingencies	1	25,000	1	25,000	1	25,000	1	25,000	1	25,000
	TOTAL COST		**8,157,000**		**3,840,000**		**1,200,000**		**50,000**		**50,000**

Operator: City of Turlock

TRANSIT CLAIM
FISCAL YEAR 2016-17
OPERATIONS

Fixed Route

		2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
A.	**OPERATING REVENUE**			
401	Passenger Fares	106,584	112,000	122,440
402	Special Transit Fares			
403	School Bus Service			
404	Freight Tariffs			
405	Charter Service			
406	Auxiliary (inc. Advertising)		12,100	13,200
	Sale of Property	3,950		
407	Nontransportation (inc. Interest)	2,007	4,500	4,500
408	Local taxes			
409	Local Transportation Fund (LTF) -Current Claim	93,644	343,844	496,171
	Local Transportation Fund (LTF) - Carryover			
	LTF - Carryover 2013-14 to 2014-15	146,835		
	LTF - Carryover 2014-15 to 2015-16	0	0	
	LTF -Transfer from Capital	58,055		
	LTF - Carryover 2015-16 to 2016-17		(4,604)	4,604
	LTF - Carryover 2016-17 to 2017-18			
410	Local Special Fare Assistance			
411	State Transit Assistance (STA) Current Claim			
	State Transit Assistance (STA) Carryover			
412	State Special Fare Assistance			
413	Federal Operating Grants	304,695	343,739	505,274
	TOTAL REVENUES	**715,770**	**811,579**	**1,146,189**
B.	**OPERATING EXPENSE**			
501	Labor	136,617	152,912	172,330
502	Fringe Benefits	23,764	29,767	41,634
503	Services	69,476	74,575	85,600
504	Materials & Supplies	91,654	114,500	176,000
505	Utilities	11,087	12,350	12,950
506	Casualty & Liability	5,078	5,275	5,275
507	Taxes			
508	Purchase Transportation Services	344,610	375,000	600,000
509	Misc Expenses *	20,215	27,200	27,400
510	Expense Transfers			
511	Interest Expense			
512	Leases & Rentals			
	Contingencies	13,269	20,000	25,000
	TOTAL EXPENDITURES	**715,770**	**811,579**	**1,146,189**

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's Chief Financial Officer or CPA_____

Note: Any operating cost item for 2016-17 which exceeds 2015-16 by more than 15% must be justified in a statement attached to this claim.

Operator: **City of Turlock**

TRANSIT CLAIM
FISCAL YEAR 2016-17
CAPITAL

Fixed Route

	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
C. CAPITAL REVENUES			
FTA (Section 5307, 5340)	208,921	66,400	5,053,600
CMAQ			
Other Federal			
State Transit Assistance (STA) - Current Claim			
State Transit Assistance (STA) - Carry Over			
TP&D Guideway			
Other State (Proposition 1B - New)			
Proposition 1B - Regional share			
Proposition 1B - Direct share	417,527		
Prop 1B carryover 2013-14 to 2014-15	997,288		
Prop 1B carryover 2014-15 to 2015-16	(1,347,988)	1,347,988	
Prop 1B carryover 2015-16 to 2016-17		(1,146,772)	1,146,772
Prop 1B carryover 2016-17 to 2017-18			(13,372)
Local Transportation Fund (LTF) - Current Claim	163,243	663,119	553,044
LTF - Carryover 2013-14 to 2014-15	1,007,503		
LTF - Carryover 2014-15 to 2015-16	(1,045,837)	1,045,837	
LTF-Transfer to Operations	(58,055)		
LTF - Carryover 2015-16 to 2016-17		(1,416,956)	1,416,956
LTF - Carryover 2016-17 to 2017-18			
Nontransportation (inc. Interest)	1,767		
Other Local			
TOTAL REVENUES	**344,369**	**559,616**	**8,157,000**
D. CAPITAL EXPENDITURES			
Itemize:			
Bus Benches & Signs		5,000	30,000
Short Range Transit Plan	204	130,000	55,000
Transit Transfer Hub - FTA 5307	208,922	66,400	2,733,600
Transit Transfer Hub - Prop 1B	56,450	16,600	683,400
Bus Video Replacement			20,000
CNG Fast Fill Fueling Compressor	869		450,000
Improve Corp Yard Security/Entrance			90,000
Transit Admin Vehicle			40,000
Bus Replacement - FTA 5307			1,920,000
Bus Replacement - LTF			480,000
Electronic Fareboxes - Prop 1B		184,616	
Electronic Fareboxes - LTF		132,000	90,000
Bus Procurement/Inspection			50,000
FTA Reimbursement for Bus Fire			90,000
Equipment Upgrades for Merced Buses			40,000
Bus Stop Improvements - FTA 5339			400,000
Bus Stop Improvements - Prop 1B			100,000
Bus Parking Expansion			350,000
Slow Fill Upgrade - Prop 1B	12,143		
Slow Fill Upgrade - LTF	42,125		
(2) 29' Low-Floor Cutaway Buses			440,000
GIS Development and Integration Study			20,000
Service Rebranding Enhancements			50,000
Contingencies	23,656	25,000	25,000
TOTAL EXPENDITURES	**344,369**	**559,616**	**8,157,000**

Approved by Operator's
Chief Financial Officer
or CPA_____

Operator: **City of Turlock BLST**

TRANSIT CLAIM
FISCAL YEAR 2016-17
PERFORMANCE MEASURES

MODE:_____EH __X__GP
_X__established ____extended

Fixed Route

PERFORMANCE MEASURES	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
1. Operating Cost	715,770	811,579	1,146,189
2. Passengers	106,831	108,800	110,000
3. Vehicle Service Hours	10,973	11,600	13,800
4. Vehicle Service Miles	149,040	158,000	190,000
5. Employees	10	10	11
6. Fares	106,584	124,100	135,640
PERFORMANCE INDICATORS			
7. Operating Cost Per Passenger	6.70	7.46	10.42
8. Operating Cost Per Vehicle Service Hour	65.23	69.96	83.06
9. Passengers per Vehicle Service Hour	9.74	9.38	7.97
10. Passengers Per Vehicle Service Mile	0.72	0.69	0.58
11. Vehicle Service Hours Per Employee	1,097.30	1,160.00	1,254.55
12. Fares as a Percent of Operating Cost	15.00%	15.00%	12.00%

All of the above terms are defined in PUC 99247

NOTE: Complete a Statement of Performance Measures and Indicators for each mode (i.e. elderly/handicapped and general public), and for each, complete a separate statement for established services and new, extended services

Operator: **City of Turlock - AMTRAK**

TRANSIT CLAIM
FISCAL YEAR 2015-16
OPERATIONS

AMTRAK - Station Denair

	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares			
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)			
407 Nontransportation (inc. Interest)			
408 Local taxes			
409 Local Transportation Fund (LTF) -Current Claim	5,100	2,900	3,520
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2013-14 to 2014-15			
LTF - Carryover 2014-15 to 2015-16	(2,330)	2,330	
LTF - Carryover 2015-16 to 2016-17		(980)	980
LTF - Carryover 2016-17 to 2017-18			
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim			
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants			
TOTAL REVENUES	**2,770**	**4,250**	**4,500**
B. OPERATING EXPENSE			
501 Labor			
502 Fringe Benefits			
503 Services	0	850	900
Maintenance			
504 Materials & Supplies			
505 Utilities	2,770	3,400	3,600
TID			
506 Casualty & Liability			
507 Taxes			
508 Purchase Transportation Services			
509 Misc Expenses			
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencies	0	0	0
TOTAL EXPENDITURES	**2,770**	**4,250**	**4,500**

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's Chief Financial Officer or CPA_____

Note: Any operating cost item for 2016-17 which exceeds 2015-16 by more than 15% must be justified in a statement attached to this claim.

Operator: City of Turlock -TRTC

TRANSIT CLAIM
FISCAL YEAR 2016-17
OPERATIONS

Turlock Regional Transit Center

	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares			
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)			
407 Nontransportation (inc. Interest)			
408 Local taxes			
409 Local Transportation Fund (LTF) -Current Claim	12,108	17,024	15,015
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2013-14 to 2014-15	12,426		
LTF - Carryover 2014-15 to 2015-16	(9,461)	9,461	
LTF - Carryover 2015-16 to 2016-17		(9,135)	9,135
LTF - Carryover 2016-17 to 2017-18			
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim			
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants			
TOTAL REVENUES	**15,073**	**17,350**	**24,150**
B. OPERATING EXPENSE			
501 Labor	0	0	0
502 Fringe Benefits	0		
503 Services	12,431	6,400	12,000
Parking Lot Maintenance			
504 Materials & Supplies			
505 Utilities	2,642	3,450	4,650
506 Casualty & Liability	0	2,500	2,500
507 Taxes	0	2,400	2,400
508 Purchase Transportation Services			
509 Misc Expenses *			
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencies		2,600	2,600
TOTAL EXPENDITURES	**15,073**	**17,350**	**24,150**

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's Chief Financial Officer or CPA_____

Note: Any operating cost item for 2016-17 which exceeds 2015-16 by more than 15% must be justified in a statement attached to this claim.

Operator: _____

MODE:____EH ____GP
____established ____extended

PERFORMANCE MEASURES	2014-15 Actual	2015-16 Estimate	2016-17 Proposed Budget
1. Operating Cost	D14	E14	F14
2. Passengers	D15	E15	F15
3. Vehicle Service Hours	D16	E16	F16
4. Vehicle Service Miles	D17	E17	F17
5. Employees	D18	E18	F18
6. Fares	D19	E19	F19

PERFORMANCE INDICATORS			
7. Operating Cost Per Passenger	=D14/D15	=E14/E15	=F14/F15
8. Operating Cost Per Vehicle Service Hour	=D14/D16	=E14/E16	=F14/F16
9. Passengers per Vehicle Service Hour	=D15/D16	=E15/E16	=F15/F16
10. Passengers Per Vehicle Service Mile	=D15/D17	=E15/E17	=F15/F17
11. Vehicle Service Hours Per Employee	=D16/D18	=E16/E18	=F16/F18
12. Fares as a Percent of Operating Cost	=D19/D14	=E19/E14	=F19/F14

All of the above terms are defined in PUC 99247

NOTE: Complete a Statement of Performance Measures and Indicators for each mode (i.e. elderly/handicapped and general public), and for each, complete a separate statement for established services and new, extended services

THIS SHEET IS FOR MANUAL PROOFING PURPOSES ONLY
THIS IS NOT PART OF THE TRANSIT CLAIM FORM PACKET

TURLOCK TRANSIT

Justification of Costs Exceeding Increase of 15%

Dial-A-Ride (DART) Operations

1. **502 "Fringe Benefits"** – The City hired a full-time supervisor in December 2015 to oversee traffic and transit operations within the City. The increase in salary and fringe benefits reflects the additional staff time spent on dial-a-ride issues.

Fixed Route (BLaST) Operations

1. **502 "Fringe Benefits"** – The City hired a full-time supervisor in December 2015 to oversee traffic and transit operations within the City. The increase in salary and fringe benefits reflects the additional staff time spent on fixed route issues. Also included is a four month buffer in salary/benefits to provide for an additional employee for training purposes in the event of attrition.
2. **504 "Materials and Supplies"** – Due to the 25% increase in routes, 25+% increase in service hours and tripper service options the costs for fuel and oil is expected to increase by nearly 54%.
3. **508 "Purchase Transportation Services"** - Due to the 25% increase in routes, 25+% increase in service hours and tripper service options the costs for First Transit to provide contracted operator services is expected to increase by nearly 60%.

Turlock Regional Transit Center

This site currently does not host a building, but the Phase II improvements will construct a building that will host dispatch services, restrooms and a lobby for passengers. Construction on this facility is expected to commence in summer 2016 and be open to the public in spring 2017.

1. **503 "Services"** – The actual parking lot maintenance expenses at the Turlock Regional Transit Center for FY 2014/15 exceeded the budgeted amount, so the FY 2016/17 expenses were doubled to account for this increase.
2. **505 "Utilities"** – Utility costs are expected to increase upon completion and operation of a building on-site.

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info@turlocktransit.com • www.turlocktransit.com • facebook.com/turlocktransit • twitter.com/turlocktransit

TURLOCK TRANSIT

Transit Operator Compliance Certificate

On Tuesday, March 22, 2016, the City had a scheduled GGPV Inspection for the transit facilities and buses at the Turlock Corporation Yard by the California Highway Patrol (CHP). The responding CHP officer performed the inspection on the fleet, but said that he would need to come back at a different time to inspect the facility. As such, the City did not receive a Transit Operator Compliance Certificate, but is expecting to receive one following the facility inspection by CHP in the coming weeks/months.

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Exhibit B

STANISLAUS COUNCIL OF GOVERNMENTS
RESOLUTION 15-36
APPROVING THE TRANSPORTATION DEVELOPMENT ACT FAREBOX REVENUE RATIO REQUIREMENT EXEMPTIONS FOR FISCAL YEAR 2016/17 FOR CITIES OF CERES, TURLOCK, AND THE COUNTY OF STANISLAUS

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization, in accordance with to State and Federal designation; and

WHEREAS, StanCOG, as the designated Regional Transportation Planning Agency, has the responsibility of administering the Transportation Development Act (TDA), including the apportionment and allocation of the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund; and

WHEREAS, to help guide the distribution of these TDA funds, StanCOG has adopted Transit Cost Sharing Procedures (TCSP) in place; and

WHEREAS, in accordance with Step 2 of the TCSP, the Transit Cost Sharing Committee (TCSC) met on April 18, 2016 to review transit claims for the Cities of Ceres, Modesto, and Turlock, the County of Stanislaus, and the Consolidated Transportation Services Agency (CTSA) to make a recommendation on the total LTF needed for transit for FY 2016/17; and

WHEREAS, as part of the submission of transit claims, StanCOG received three requests for exemptions from the TDA farebox revenue ratio requirements, TDA Section 99268.8, from the Cities of Ceres, Turlock, and the County of Stanislaus; and

WHEREAS, TDA Section 99268.8 states that the farebox revenue ratios required for an extension of public transportation services are exempted for two full fiscal years after the service begins; and

NOW THEREFORE, BE IT RESOLVED that based on the Rules and Regulations governing the Transportation Development Act funds, including StanCOG's approved Transit Cost Sharing Procedures, the StanCOG Policy Board approves the requested exemptions from the Cities of Ceres, Turlock, and the County of Stanislaus for Fiscal Year 2016/17 for public transportation services, as described in Exhibit A.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and empowered to execute, in the name of the Stanislaus Council of Governments, administrative modifications and file all certification of assurances, contracts or agreements, and any other documents required by the Transportation Development Act to implement and carry out the purposes specified in this resolution.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 18th day of May, 2016. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: May 18, 2016

VITO CHIESA, CHAIRMAN

ATTEST:

ROSA DE LEON PARK, EXECUTIVE DIRECTOR

EXHIBIT A

Summary of Service for Requested Exemptions from the Cities of Ceres, Turlock, and the County of Stanislaus

Transit Operator	Service Exemption Requested	Exemption Category	Exemption Description
City of Ceres	Ceres Area Transit (CAT)	New Type of Service	Conversion of CAT routes from loops to bi-directional service
	Ceres Dial-a-Ride (CDAR)	New Type of Service	Conversion of CDAR from general public to strictly ADA Paratransit service
City of Turlock	Bus Line Service of Turlock (BLaST)	Improvements in Hours of Service	Increase in the number of BLaST routes and hours of service over 25%
County of Stanislaus	Route 70	Improvements in Hours of Service	Continuation of an exemption for a service change that occurred during FY 2014/15
	Route 61	New Type of Service	Conversion of deviated fixed route to fixed route service
	Waterford/Modesto/Ceres Shuttle	New Type of Service, Addition of Geographical Area	Conversion of runabout route to intercity shuttle service, Expanded service boundary to include Ceres
	ADA Paratransit Service	New Type of Service	Federal Transit Administration (FTA) service requirement for newly-designated urbanized and non-urbanized areas

5H

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for filing of the Annual Report for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts, Exhibit A, and all Street Maintenance Benefit Assessment Areas, Exhibit B, in the City of Turlock

2. DISCUSSION OF ISSUE:

The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 allow for the formation of Assessment Districts and Benefit Assessment Areas. The purpose of assessment districts and benefit assessment areas is to ensure that development pays for its own maintenance and operation of streetlights, landscape maintenance, street sweeping, and future slurry seals. The formation of assessment districts and benefit assessment areas allow the associated developments to be built and not impact existing City funds that maintain existing streets, landscaping and lighting. Since the enactment of these two Acts the City of Turlock has formed one hundred and ninety two (192) assessment districts and benefit assessment areas with approximately $2.5 Million in revenue.

Both the Landscaping and Lighting Act and the Benefit Assessment Act require the filing of an annual report for each fiscal year assessments are to be levied and collected. The Engineer of Work is to produce an Engineer's Report detailing the annual costs to each lot of each development, which is collected on property taxes. This report provides the costs to maintain and operate the streetlights, landscape maintenance, street sweeping, and future slurry seals on the streets within each assessment district and benefit assessment area.

The proceedings for the filing of the annual reports will be conducted at three (3) Council meetings. The Council's action tonight is the first meeting and will initiate proceedings for filing the annual reports and direct the City Engineer to produce and file an Engineer's Report with the City Clerk, for submission to Council. The

OK for Agenda

second meeting, currently scheduled for June 28, 2016, Council may approve the report, as filed, or the Council may modify the report and approve it as modified. After approval of the report, as filed or as modified, the Council will declare its intention to levy and collect assessments, and schedule a public hearing to allow any interested person to file a written protest or address the Council on this matter. The third and final meeting, currently scheduled for July 26, 2016, Council will conduct the public hearing and upon its conclusion, by resolution confirm the diagram and assessment for Fiscal Year 2016-17 for filing with the county auditor.

3. BASIS FOR RECOMMENDATION:

A. Staff recommends the filing of the annual report to the county auditor.

B. City will receive funds from the county auditor for the maintenance of landscaping, city street lights, trees and streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 : Municipal Infrastructure

General Principles:

4. Transportation infrastructure that serves the needs of the community:
   a. Well maintained local streets and roads.

Policy Goal #6 : Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to ensure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approximately $2,513,000 in revenue to Fund number 246.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Decline to initiate proceedings for the filing of the Annual Report for Fiscal Year 2016-17. Staff does not recommend this action since the City utilizes these funds for the maintenance of streetlights, landscaping, street sweeping and the maintenance of streets within the assessment districts and benefit assessment areas.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING PROCEEDINGS FOR FILING OF THE ANNUAL REPORT FOR FISCAL YEAR 2016-17 FOR ALL LANDSCAPING AND LIGHTING ASSESSMENT DISTRICTS, EXHIBIT A, AND ALL STREET MAINTENANCE BENEFIT ASSESSMENT AREAS, EXHIBIT B, IN THE CITY OF TURLOCK	}	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock has established Landscape and Lighting Assessment Districts as identified in Exhibit A and Street Maintenance Benefit Assessment Areas as identified in Exhibit B; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the filing of an annual report pursuant to §22565 and §22620 of the Streets and Highways Code; and

WHEREAS, the Benefit Assessment Act of 1982 requires the filing of an annual report pursuant to §54716 of the California Government Code; and

WHEREAS, these reports provide the costs to maintain and operate the street lights, landscape maintenance, street sweeping and future slurry seals on the streets within each assessment district and benefit assessment area; and

WHEREAS, no new improvements or substantial changes in existing improvements are proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. The City Council of the City of Turlock designates the City Engineer of the City of Turlock as the engineer of work for the purpose of preparing the annual report for Fiscal Year 2016-17 for all Landscape and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock.

2. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with section 22565) of Chapter 1 of the Landscaping and Lighting Act of 1972 and in accordance with Article 4 (commencing with section 54716) of Chapter 6.4 of the Benefit Assessment Act of 1982.

3. Upon completion of the report, the City Engineer shall file the report with the City Clerk for submission to the City Council of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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"

Landscape and Lighting Act of 1972 Assessment Districts	
Amberwood	Dewar Estates No. 2
Apple Lane Estates	Dewar Estates No. 3
Arlinda Estates	Dianne Business Park
Ashley Estates	Divine Garden
Asoofi Subdivision	Enterprise Park
Autumn Brook No. 1	Fairbanks Ranch
Autumn Brook No. 2	Ferreira Ranch No. 4
Balboa Park (Fitzpatrick Apartments)	Ferreira Ranch No. 5
Bandera	Ferreira Ranch Est. No. 2
Bandera No. 2	Ferreira Ranch Estates
Baptista Estates	Ferreira Ranch Estates No. 3
Baptista Estates No. 2	Festival
Blue Diamond	Florsheim NEMP (DeLaMotte) for Palermo
Calista Estates	Forest Oak No. 2
Campus Park No. 1,2 ,3	Gabrielle Estates
Campus Vista	Gemstone Estates
Casa Alegre	Gerald Court Estates
Cedarcrest	Glenwood Park
Cedarcrest No. 2	Health & Wellness Center
Centennial Place No. 2	Heartland Estates
Cimmaron No. 1	Heirlooms No. 1
Cimmaron No. 2	Heirlooms No. 2
Claremont Meadows	Heirlooms No. 3
College Plaza PM 04-02	Hervey Estates
Colorado Springs	Huntington Estates
Cottage Park	Huntington Estates No. 2
Countryside No. 2	J&R Investments
Countryside No. 3 & PM01-08	Johnson
Countryside No. 4	Kandola
Countryside Estates	L&M Industrial
Countryside Plaza	Lauren Estates
Danielle Estates	Lauren Estates No. 2
Danielle Estates No. 2	Lauren Estates No. 3 & No. 4
Del's Lane Townhomes	Le Chateaux
Delta National Bank	Legends No. 1 & 2
Dewar Estates	Legends No. 3

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Legends No. 4	PM 05-01 (Emanuel)
Legends No. 6	PM 05-03 (Byung)
Legends No. 7	PM 05-07 (Hawkeye Shopping Center)
Legends North No. 1	PM 05-09 (Lewis)
Legends North No. 2	PM 05-12 Heritage Homes
Legends North No. 4	PM 06-02 McNaughton
Lewis Terrace Estates & PM 04-03	PM 07-06 Kevin Berger
Liberty Industrial Park	PM 11-04 Avena Bella
Makoor Estates	PM 12-01 Moline
Milestone	PM 13-01 Sutter Gould
Montana Ave Industrial Park (Freitas)	PM 14-02 Quong & Jennie Doo
Montana Estates	PM00-03 (Sondeno/Starkweather)
Monte Vista Crossings	PM97-07 (Kennedy/King)
Monte Vista Crossings North	Promenade
Monte Vista Estates	Rhodes Estates
Monte Vista Manor	Rolling Hills
Monte Vista Village	Rose Cottage
Mooneyham Estates	Rose Cottage No. 2
North Sunrise Est No. 4	Rose Cottage No. 3
Northern Sunrise Est No. 2	Rose Walk No. 1
Northern Sunrise Est No. 2A	Rose Walk No. 2, No. 3, No. 4
Northern Sunrise Est No. 3	Rose Walk No. 5
Northern Sunrise Estates	Sierra Oaks Apartments
Northlock Industrial Park	Sondeno, Denny, JackBox
Northview Meadows No. 2	Southern Belle Estates / PM 03-08
Northview Meadows No. 3	Sterling Oaks No. 1
Old Vineyard	Sterling Oaks No. 2
Olive Grove Manor	Sterling Oaks No. 4
Ormi	Sterling Oaks No. 5
PARS (Sara Lane Industrial) Park	Sterling Oaks No. 6
Pereira No. 1 & No. 2	Summerfield
Pereira No. 3	Sun Ridge South
Pinecrest Estates	Swanpark Estates
Pinecrest Estates No. 2	Tamimi
Pinecrest Estates No. 3	Tiffany Park
PM 04-09 (Gwin)	Traditions

EXHIBIT "A"

Landscape and Lighting Act of 1972 Assessment Districts	
Traditions No. 2	Valley Ventures PM 04-05
Traditions No. 3	Ventana
Traditions No. 4/5	Vermont Villas
Turlock 99 Business Park	Victoria Estates (Commercial)
Turlock Auto Plaza	Victoria Estates (Residential)
Turlock Multi-Family	Villagio (Baptista)
Turlock Park Villas (Commercial)	Voumard No. 1 (Rose Classics)
Turlock Park Villas (Residential)	Voumard No. 2
Turlock Village (Commercial)	Winter Haven
Turlock Village (Residential)	Winter Haven No. 2
US Cold Storage	Wyndfair Estates

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Added Space Comm. Center	Countryside No. 3 & PM01-08
Alpine Estates	Countryside No. 4
Amberwood	Countryside Estates
Anderson Estates	Countryside Plaza
Apple Lane Estates	Danielle Estates
Arbor Estates No. 10	Danielle Estates No. 2
Arlinda Estates	Del's Lane Townhomes
Ashley Estates	Delta National Bank
Asoofi Subdivision	Dewar Estates
Autumn Brook No. 1	Dewar Estates No. 2
Autumn Brook No. 2	Dewar Estates No. 3
Balboa Park (Fitzpatrick Apartments)	Dianne Business Park
Bandera	Divine Garden
Bandera No. 2	Eastbrook Estates
Baptista Estates	Elizabeth Court
Baptista Estates No. 2	Enterprise Park
Berkeley Woods	Fairbanks Ranch
Blue Diamond	Ferreira Ranch No. 4
Bristol Park	Ferreira Ranch No. 5
Calista Estates	Ferreira Ranch Est. No. 2
Cambridge Place No. 6	Ferreira Ranch Estates
Campus Park No. 1,2 ,3	Ferreira Ranch Estates No. 3
Casa Alegre	Festival
Cedarcrest	Florsheim NEMP (DeLaMotte) for Palermo
Cedarcrest No. 2	Forest Oak No. 2
Centennial Place No. 2	Forest Oak Estates
Chakkar Estates No. 2	Gabrielle Estates
Champagne Estates	Gemstone Estates
Christel Estates	Gerald Court Estates
Cimmaron No. 1	Glenwood Park
Cimmaron No. 2	Health & Wellness Center
Claremont Meadows	Heartland Estates
College Plaza PM 04-02	Heirlooms No. 1
Colorado Springs	Heirlooms No. 2
Cottage Park	Heirlooms No. 3
Countryside No. 2	Hervey Estates

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
Hollis Manor	North Berkeley Estates
Huntington Estates	North Olive Estates No. 3 & 4
Huntington Estates No. 2	North Sunrise Est No. 4
J&R Investments	Northern Sunrise Est No. 2
Johnson	Northern Sunrise Est No. 2A
Kandola	Northern Sunrise Est No. 3
Kensington Estates	Northern Sunrise Estates
Kirkwood No. 3	Northlock Industrial Park
L&M Industrial	Northview Meadows
Lauren Estates	Northview Meadows No. 2
Lauren Estates No. 2	Northview Meadows No. 3
Lauren Estates No. 3 & No. 4	Oak Park
Le Chateaux	Old Vineyard
Legends No. 1 & 2	Oleander Gardens
Legends No. 3	Ormi
Legends No. 4	PARS (Sara Lane Industrial) Park
Legends No. 6	Pereira No. 1 & No. 2
Legends No. 7	Pereira No. 3
Legends North No. 1	Pinecrest Estates
Legends North No. 2	Pinecrest Estates No. 2
Legends North No. 4	Pinecrest Estates No. 3
Lewis Street Manor	Pineridge Place
Lewis Terrace Estates & PM 04-03	Pleasant Valley Estates
Liberty Industrial Park	PM 04-09 (Gwin)
Linwood No. 3 (Glenwood Est)	PM 05-01 (Emanuel)
Linwood Estates No. 1 & 2	PM 05-03 (Byung)
Makoor Estates	PM 05-07 (Hawkeye Shopping Center)
McDonald Manor	PM 05-09 (Lewis)
Milestone	PM 05-12 Heritage Homes
Montana Ave Industrial Park (Freitas)	PM 06-02 McNaughton
Montana Estates	PM 07-06 Kevin Berger
Monte Vista Crossings	PM 11-04 Avena Bella
Monte Vista Crossings North	PM 12-01 Moline
Monte Vista Estates	PM 13-01 Sutter Gould
Monte Vista Village	PM 14-02 Quong & Jennie Doo
Mooneyham Estates	PM00-03 (Sondeno/Starkweather)

EXHIBIT "B"

Benefit Assessment Act of 1982 Benefit Assessment Areas	
PM97-07 (Kennedy/King)	Tiffany Park
Promenade	Traditions
Rhodes Estates	Traditions No. 2
Rolling Hills	Traditions No. 3
Rose Cottage	Traditions No. 4/5
Rose Cottage No. 2	Tuolumne East Estates
Rose Cottage No. 3	Turlock 99 Business Park
Rose Walk No. 1	Turlock Multi-Family
Rose Walk No. 2, No. 3, No. 4	Turlock Park Villas (Commercial)
Rose Walk No. 5	Turlock Park Villas (Residential)
Royal Oaks	Turlock Village (Commercial)
Sierra Oaks Apartments	Turlock Village (Residential)
Silverado Heights	US Cold Storage
Sondeno, Denny, JackBox	Vasconcellos Estates
Southern Belle Estates / PM 03-08	Ventana
Sterling Oaks No. 1	Venture Park
Sterling Oaks No. 2	Vermont Villas
Sterling Oaks No. 4	Victoria Estates (Commercial)
Sterling Oaks No. 5	Victoria Estates (Residential)
Sterling Oaks No. 6	Villa Woods
Stonridge (Silver Oak)	Villagio (Baptista)
Summer Faire	Voumard No. 1 (Rose Classics)
Summerfield	Voumard No. 2
Sun Ridge South	W Main / Walnut
Swanpark Estates	Walnut Acres No. 2
Tamimi	Winter Haven No. 2
Thorsen Estates No. 2	Wyndfair Estates

5I

City Council Synopsis
June 14, 2016

From:	Michael G. Pitcock, P.E. Director of Development Services/City Engineer
Prepared by:	Wayne York, Transportation Engineering Supervisor
Agendized by:	Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining that the closure of West Monte Vista Avenue/University Way, between Crowell Road and Geer Road, for the 2016 Stars and Stripes 4th of July Celebration event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

- -

Resolution: Authorizing the closure of West Monte Vista Avenue/University Way, between Geer Road and Crowell Road, from 6:00 p.m. to 11:00 p.m. on Monday, July 4, 2016, for pedestrian safety as set forth in the temporary traffic control plan approved by the City Engineer, for the 2016 Stars and Stripes 4th of July Event held on the California State University, Stanislaus campus, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

The City of Turlock, Turlock Chamber of Commerce and California State University, Stanislaus (CSUS) have collaborated on the development of the 2016 Stars and Stripes 4th of July Celebration event to be held on the CSUS campus. The event will include an evening fireworks show. This event has been planned and coordinated through an event committee comprised of staff from all three entities.

Based on the location of the fireworks launch, the anticipated direction of prevailing winds, and the high number of pedestrians that traditionally cross portions of West Monte Vista Avenue/University Way, the event committee is recommending the closure of West Monte Vista Avenue/University Way, between Geer Road and

OK for Agenda
Pam

Crowell Road, from 6:00 p.m. to 11:00 p.m. on Monday, July 4, 2016. The City Engineer concurs with this assessment and has approved a Temporary Traffic Control Plan (TTCP) that includes the specified closure for the specified time periods. The approved TTCP for 2016 is very similar to the TTCP implemented for the same event in 2015 and does include northbound and southbound access to University Circle via Dels Lane.

Public safety personnel will have access to the closed area by vehicle if needed, but all other vehicles would be prohibited. City staff would implement a "No Parking – Tow Away" zone throughout the closure area, as well as other locations as specified by the event TTCP. Due to the short-term nature of the event, detours will not be provided. However, advance warning signs will be placed at multiple locations along West Monte Vista Avenue/University Way in the days leading up to the event to inform motorists of the pending closure.

Upon approval by the City Council, City staff will post notification of the pending street closure to the City's "Road Closures and Major Delays" website, where emails will be sent one week prior to the closure to all individuals who have subscribed to receive such notices.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety to avoid conflicts with motor vehicles.

B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

Policy Goal 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.
   Coordinate/support existing City-wide efforts that promote community events including, but not limited to: Independence Day Celebrations

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: As a co-sponsor for the specified event, the City will bear the full costs associated with renting the temporary traffic control devices necessary for controlling traffic around the event (including the closure area). These devices will be rented under a supplier agreement with Safe-T-Lite of Modesto, CA, approved by the City Council on May 24, 2016, and funded by the Transit Occupancy Tax through an open purchase order for special event traffic control rental. The estimated cost of renting materials for this event is approximately $2,500.

The City will also bear the full costs for set-up and removal of devices by City staff within the Parks, Recreation and Public Facilities Department.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

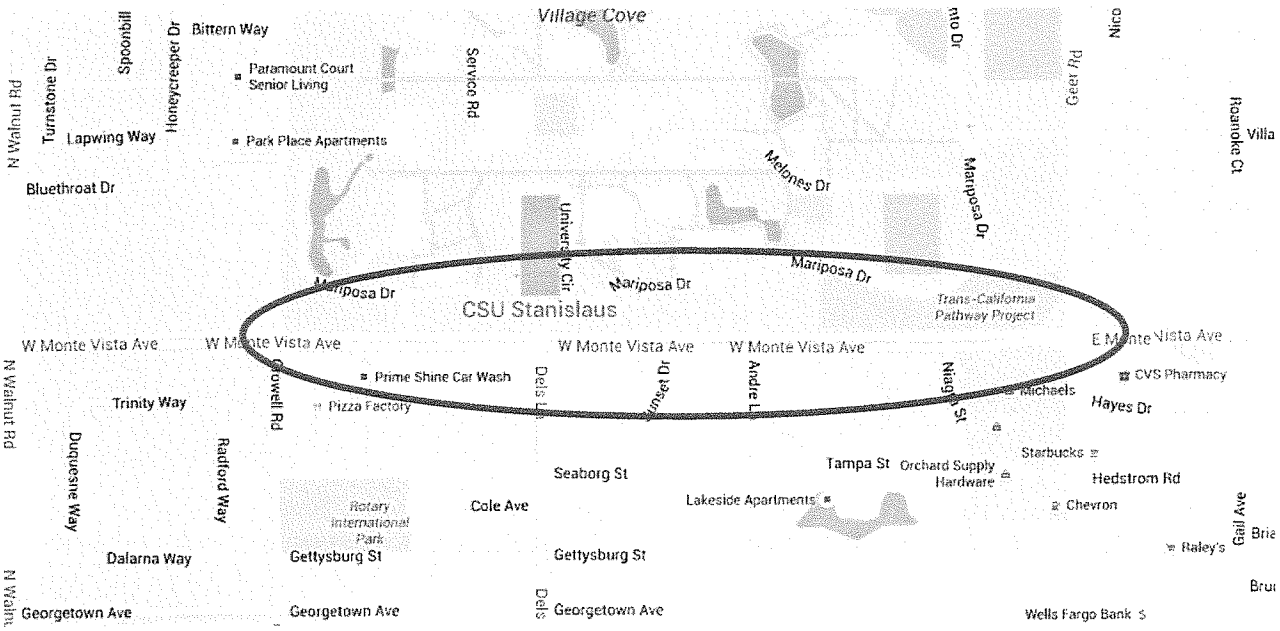
6. ENVIRONMENTAL DETERMINATION:

This street closure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety along a primary CSUS perimeter street during a period of time that traditionally realizes higher than normal pedestrian crossing activity. The closure will also provide protection to vehicles that could otherwise be impacted from possible fireworks debris within the fall out zone, depending on the prevailing winds at the time.

Diagram of Closure Area
West Monte Vista Avenue/University Way
from Crowell Road to Geer Road



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THAT THE CLOSURE OF WEST MONTE VISTA AVENUE/UNIVERSITY WAY, BETWEEN CROWELL ROAD AND GEER ROAD, FOR THE 2016 STARS AND STRIPES 4TH OF JULY CELEBRATION EVENT, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of West Monte Vista Avenue/University Way, from Crowell Road to Geer Road, for a special event that will result in the closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes," and "Minor temporary uses of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc." are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the closure of West Monte Vista Avenue/University Way, between Crowell Road and Geer Road, for the 2016 Stars and Stripes 4th of July Celebration event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF WEST MONTE VISTA AVENUE/UNIVERSITY WAY, BETWEEN GEER ROAD AND CROWELL ROAD, FROM 6:00 P.M. TO 11:00 P.M. ON MONDAY, JULY 4, 2016, FOR PEDESTRIAN SAFETY AS SET FORTH IN THE TEMPORARY TRAFFIC CONTROL PLAN APPROVED BY THE CITY ENGINEER, FOR THE 2016 STARS AND STRIPES 4TH OF JULY EVENT HELD ON THE CALIFORNIA STATE UNIVERSITY, STANISLAUS CAMPUS, AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, the City of Turlock, Turlock Chamber of Commerce and California State University, Stanislaus (CSUS), have collaborated on the development of the 2016 Stars and Stripes 4th of July Celebration, which includes an evening fireworks show, to be held on the CSUS campus on Monday, July 4, 2016; and

WHEREAS, the event organizing committee has recommended the closure of West Monte Vista Avenue/University Way, between Crowell Road and Geer Road, between 6:00 p.m. and 11:00 p.m. for pedestrian safety purposes due to the traditionally high volume of pedestrians crossing the specified section of West Monte Vista Avenue/University Way; and

WHEREAS, the City Engineer agrees with the recommendation of the committee and has approved a Temporary Traffic Control Plan (TTCP) that includes the specified closure during the specified times, which will be used by City crews in the implementation of the TTCP; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of West Monte Vista Avenue/University Way, between Geer Road and Crowell Road, from 6:00 p.m. to 11:00 p.m. on Monday, July 4, 2016, for

pedestrian safety as set forth in the temporary traffic control plan approved by the City Engineer, for the 2016 Stars and Stripes 4th of July Event held on the California State University, Stanislaus campus, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

5J

City Council Synopsis

June 14, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue], for the 4th of July Parade, Car Show and Street Faire, hosted by the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

---

Resolution: Authorizing the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue] for pedestrian safety, for the 4th of July Parade, Car Show and Street Faire, hosted by Turlock Downtown Property Owners Association, to be held on Monday, July 4, 2016, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On March 25, 2016, applicant Gina Loretelli, Executive Director for Turlock Downtown Property Owners Association (TDPOA), submitted a Special Event Permit application with the Parks, Recreation and Public Facilities Department for the 4th of July Parade, Car Show, and Street Faire. The event is proposed to take place on Monday, July 4, 2016. The City has had a long standing partnership with Turlock Downtown Property Owners Association and has provided parade traffic control devices and required staff support for the 4th of July parade for many years.

pm

The applicant has requested the closure of the following specified street sections associated with the 4th of July Parade, Car Show and Street Faire activities:

1. Main Street, between Canal Drive and Golden State Boulevard, 6:00 a.m. - 12:00 p.m.
2. Broadway, between West Olive Avenue and Orchard Street, 6:00 a.m. - 12:00 p.m.
3. East Main Street, between Golden State Boulevard and Market Street, 6:00 a.m. - 3:00 p.m.
4. Broadway, between Market Street and West Olive Avenue, 6:00 a.m. - 3:00 p.m.
5. First Street, between "A" Street and West Olive Avenue, 6:00 a.m. - 3:00 p.m.

Staff supports the closure of the street sections as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
#5. Promote and support tourism.

Action Item:
#3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.

Exhibit A

CITY OF TURLOCK INC. 1908

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

Category of Event	
Category 1	☐
Category 2	☐
Category 3	☒
Will alcohol be served? YES ☐ NO ☒	

Event #:

Date Received:
Date Approved:

Permit Fee:
Alcohol Fee:
Late Fee:
Pavment Date:

Applicant Information

Applicant/Contact Name: Gina Loretelli TDPOA

Contact Phone: 209-380-6126 Alternate Phone: 209-634-6459

Address: 200 W. Main St Suite F

City: Turlock Zip: 95380

E-mail Address: todowntownturlock@gmail.com

Business/Organization Information (if applicable)

Organization Name (if applicable): T.D.P.O.A

If Non-Profit please provide Federal ID #: 43-2033860 (attach proof of non-profit status)

Business License #: exempt via Beth

CITY OF TURLOCK INC. 1908

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

Event Information

Event Title: 4th of July Parade

Event Location: Downtown Area

Event Date(s): 7-4-2016

On-Site Contact: Gina Loretell.

Phone #: 209-380-6126 Secondary Phone #: 209-634-6459

Set-up Start Time: 1am Event Start Time: 9am

Event End Time: 1pm Clean-up Completion Time: 2pm

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 5000

Will you charge admission? YES NO If yes, what is the cost of entry? —

Will you charge for parking? YES NO If yes, what is the cost to park? —

CITY OF TURLOCK INC. 1908

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

YES NO

If yes, please indicate what public right-of-way and times they will be affected:

Main St From Canal to Lander Half blocks on side streets North + South of Main St From Bonita to Broadway Broadway From Market to Orchard

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, # of port-a-toilets: 4 # of ADA accessible rest rooms: 2

Drop-Off Date: 7-4 Drop-Off Time: 10am

Pick-Up Date: 7-5 Pick-up Time: 10am

Will your event require trash cans? (circle one) YES NO

If yes, # of trash cans needed All public cans

Please explain your plan for disposing of all waste:

Volunteer clean up crew will bag garbage + place bags next to cans for pick up

Amplified Sound

Does your event include any of the following: (circle all that apply)

Amplified Sound DJ Live Band

Alcohol

Will alcohol be served at your event: (circle all that apply)

Served- No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #:_____

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using?

Name of Company: Possibly Liberty Security ?

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

Number of Security Guards to be present: 5-6

If no, please see list of approved security vendors. To avoid cancelation booking receipts must be turn into the Parks and Rec office 15 business days prior to event.

Vendors

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors

*Specific Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee $75

CITY OF TURLOCK INC. 1908

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER"

ITEM

Animals	YES	NO	parade entries
Automobiles/Trucks	YES	NO	" "
Bicycles/Foot Races	YES	NO	
Booths/Stands	YES	NO	vendors At central park
Emergency Vehicle Access	YES	NO	North side of Main
Medical/First Aid Station(s)	YES	NO	First Aid kit at info booth
Parking	YES	NO	

Approximately how many spaces need:_____

Rides/Bounce House	YES	NO	Bounce houses in kid Area
Tents/Canopies	YES	NO	vendors
City Property/Equipment	YES	NO	Central park
Open Flame	YES	NO	
Stage	YES	NO	
Power Source	YES	NO	trees + Roller outlets
OTHER	YES	NO	

Same As 2015

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-561

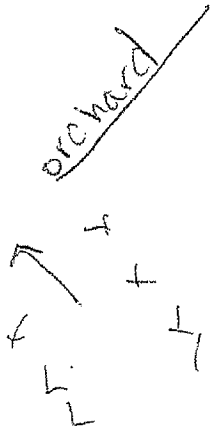
Event Map

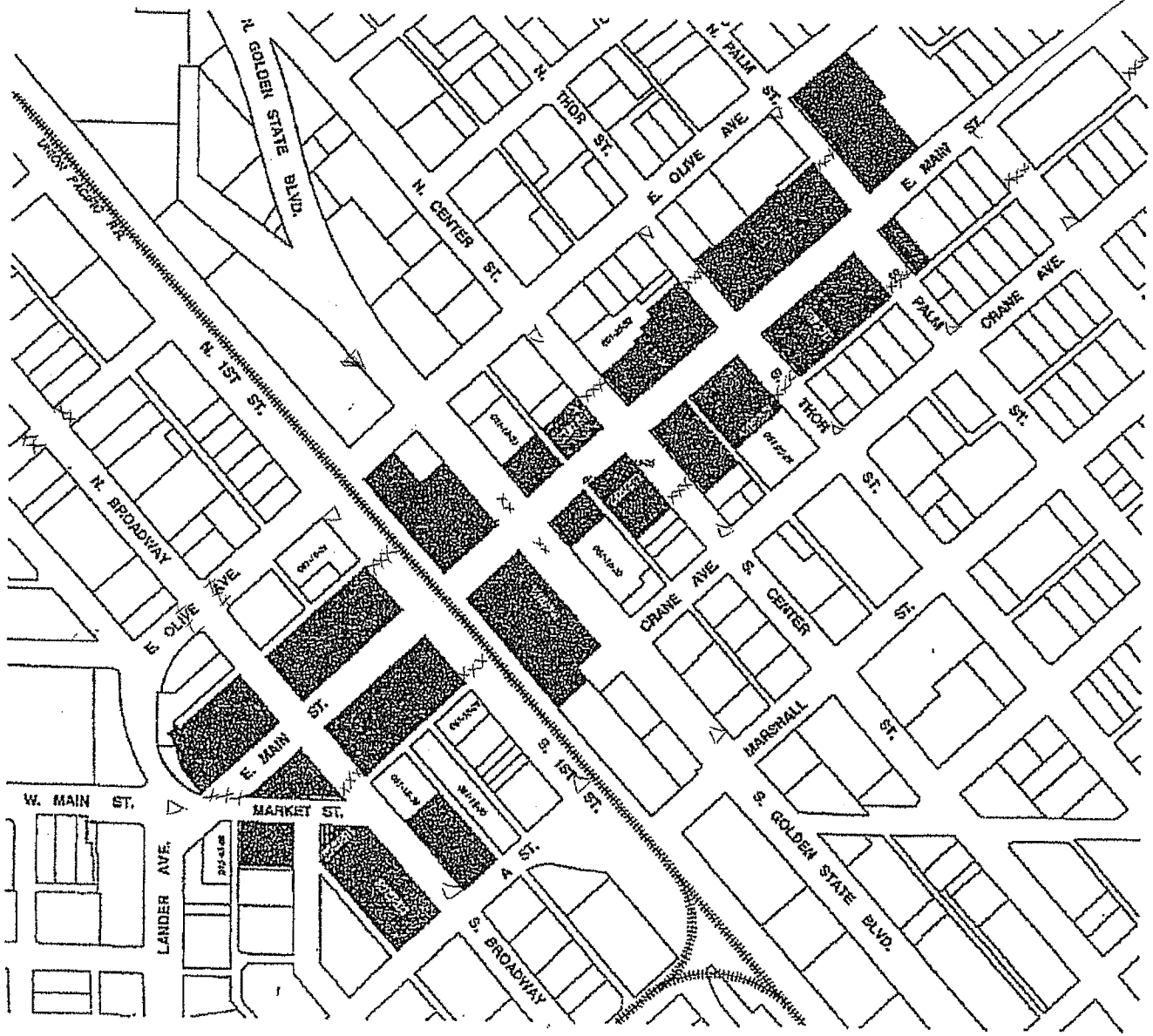
Using the space below (or attach another sheet), please indicate the set-up/route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

EVENT LOCATION: please see Attached / Same as 2015

Turlock Downtown Propei _ & Business Improvement District (PBID)

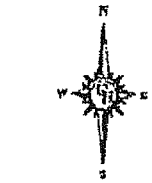
ATTACHMENT "A"





Land-Use Designations

- Business Properties
- Vacant Properties
- Exempt Properties
- City-Owned Properties
- City-Owned Parking
- Central Business District & Surrounding Area



SCALE IN FEET

PLOT SCALE: 1" = 100'

Amber Traini

From: Trina Walley <tdwalley@hotmail.com>
Sent: Friday, May 06, 2016 2:21 PM
To: Amber Traini
Subject: RE: Street Closure

Main Street 6am to 12 from Canal to Golden State Blvd.

Main Street from Golden State to Lander 6am to 3pm.

Broadway from Market to Olive 6am to 3pm.

Broadway from Olive to Orchard from 6am to 12pm.

Since there can be no adjustment after the approval... Can we add FIRST Street from A street to Olive as closed just in case we need additional car show parking? Or at least closed up to alley way/ parking lot entries.

I believe this answers your questions but please call or email if you need additional info.

Trina 209-226-0039

Sent from my Windows Phone

From: Amber Traini
Sent: 5/6/2016 2:04 PM
To: Trina Walley; Downtown Turlock
Subject: RE: Street Closure

Thank you for the info Trina!

I have Another question...
How long do you want the closure? Do you want all of Main Street closed from 6:00 and to 3:00? I'd assume not since the car show won't be taking up all that road way right? And if that's the case will Broadway need to remain closed?

Can you please provide specifics as to what times and exact locations you need closures in place. For example: "Main street between Canal and Broadway 6:00 am 12:00 pm."

I just want to be sure we are all on the same page and we put in the closure request for exactly what you want it to be. Once it's approved we cannot change it so it's important that I get the specifics.

Thank you!
Amber

From: Trina Walley [mailto:tdwalley@hotmail.com]
Sent: Wednesday, May 04, 2016 1:11 PM
To: Downtown Turlock; Amber Traini

Cc: Wayne York
Subject: RE: Street Closure

I believe Gina has the maps from last year. Basically it is Main Street from Canal to Lander and Broadway from Market to Orchard with both Park and Orchard blocked off so they floats can unload passengers then exit route onto First Street. Hope that helps clarify.

Trina
209-226-0039

Sent from my Windows Phone

From: Downtown Turlock
Sent: 5/4/2016 1:20 AM
To: Amber Traini
Cc: Wayne York; Trina Walley
Subject: Re: Street Closure

Hi Amber,

So sorry, we had an event last night and things got crazy, I just got home at 1am, I'll email you tomorrow, I copied Trina who's club does the parade each year. I think you have last years street closure which is the exact same as this year.

Gina

On Tuesday, May 3, 2016, Amber Traini <atraini@turlock.ca.us> wrote:

Hi Gina,

Never heard back from you this afternoon. We need to get the process started for the parade. Can you please email me the exact streets you need included in the street closure for the 4th of July parade. I will not be in the office tomorrow (Wednesday) but will be back Thursday and hope to work on the street closure resolution.

Main street- from what to Lander

Broadway – from Main to what?

Thank you

Amber Traini

Event Assistant

City of Turlock

Parks, Recreation and Public Facility

(209)668-5594 ext 4609

--
Kind Regards,

TDPOA Staff
Turlock Downtown Property Owners Association

P.O. Box 1327, Turlock, CA 95381

200 West Main Street, Suite F

Turlock, CA 95380

(209) 634-6459

todowntownturlock@gmail.com

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF MAIN STREET [BETWEEN CANAL DRIVE AND MARKET STREET], BROADWAY [BETWEEN MARKET STREET AND ORCHARD STREET], AND FIRST STREET [BETWEEN "A" STREET AND WEST OLIVE AVENUE], FOR THE 4TH OF JULY PARADE, CAR SHOW AND STREET FAIRE, HOSTED BY BY THE TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue], for the 4th of July Parade, Car Show and Street Faire, a special event that will result in the closure of the specified street sections to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and "Minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, etc." are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue], for the 4th of July Parade, Car Show and Street Faire, hosted by the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF MAIN STREET [BETWEEN CANAL DRIVE AND MARKET STREET], BROADWAY [BETWEEN MARKET STREET AND ORCHARD STREET], AND FIRST STREET [BETWEEN "A" STREET AND WEST OLIVE AVENUE] FOR PEDESTRIAN SAFETY, FOR THE 4TH OF JULY PARADE, CAR SHOW AND STREET FAIRE, HOSTED BY THE TURLOCK DOWNTOWN PROPERTY OWNERS ASSOCIATION, TO BE HELD ON MONDAY, JULY 4, 2016, AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	**RESOLUTION NO. 2016-**

WHEREAS, on March 25, 2016, applicant Gina Loretelli, Executive Director for Turlock Downtown Property Owners Association (TDPOA), submitted a Special Event Permit application with the Parks, Recreation and Public Facilities Department for the 4th of July Parade, Car Show, and Street Faire. The event is proposed to take place on Monday, July 4, 2016; and

WHEREAS, the City has had a long standing partnership with Turlock Downtown Property Owners Association and has provided parade traffic control devices and required staff support for the 4th of July parade for many years; and

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

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Main Street [between Canal Drive and Market Street], Broadway [between Market Street and Orchard Street], and First Street [between "A" Street and West Olive Avenue] for pedestrian safety, for the 4th of July Parade, Car Show and Street Faire, hosted by Turlock Downtown Property Owners Association, to be held on Monday, July 4, 2016, and authorize the City Manager to apply appropriate conditions and restrictions to the street closure.

BE IT FURTHER RESOLVED the following street sections shall be authorized for closure:

1. Main Street, between Canal Drive and Golden State Boulevard, 6:00 a.m. - 12:00 p.m.
2. Broadway, between West Olive Avenue and Orchard Street, 6:00 a.m. - 12:00 p.m.
3. East Main Street, between Golden State Boulevard and Market Street, 6:00 a.m. - 3:00 p.m.
4. Broadway, between Market Street and West Olive Avenue, 6:00 a.m. - 3:00 p.m.
5. First Street, between "A" Street and West Olive Avenue, 6:00 a.m. - 3:00 p.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

5K

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Karen Packwood, Recreation Sr. Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding between Stanislaus County Office of Education, City of Turlock and Turlock Unified School District and authorizing the acceptance of an allocation of funds and execution of a grant agreement to implement the After School Education and Safety (ASES) Program

2. DISCUSSION OF ISSUE:

In 2002 an initiative to fund after school programs was created by civilian Arnold Schwarzenegger. The initiative was approved by the voters in 2002 however, it could not be implemented until the state had a balanced budget with surplus funds. In 2006, under then Governor Schwarzenegger, the budget was balanced and under Proposition 49, $550 million of state funding was allocated annually to after school programs. The City of Turlock was granted Proposition 49 state funding to implement the ASES Program.

Since 2006, the City of Turlock along with the Stanislaus County Office of Education (SCOE), and the Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School and Wakefield Elementary School have worked together to provide after school programs. The after school programs are coordinated and implemented through the Project SAFE (Supporting After School for Everyone) Consortium. The goal of the Consortium is to provide safe, meaningful opportunities for students during after school hours. All participating agencies agree the implementation of the ASES Program furthers this goal. At each of the five (5) elementary school sites, the ASES program serves 90, 1st – 6th grade students daily. At the junior high school site, the ASES program serves 140 7th & 8th grade students daily.

The goal of the ASES program is to improve academic assistance to students and broaden the base of support for education in a safe, constructive environment

OK for Agenda

during non-school hours. The program provides literacy, academic enrichment and safe, constructive alternatives for students. The following are ASES grant requirements:

1. The program will provide one hour of academic instruction daily.
2. All students must attend five days a week.
3. The program will provide a daily snack for students.
4. The program will provide daily enrichment activities.

3. BASIS FOR RECOMMENDATION:

A) Parks, Recreation and Public Facilities Department has limited or no funds to financially support this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.

B) Funding through the Project Safe – ASES Program grant provides $84,150 per year per designated elementary site and $67,510.01 for the junior high site.

C) By entering into this agreement, the City would be able to leverage resources to increase needed Recreation programs for community youth.

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.

Action Item:
#4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The attached agreement reflects the 2016/17 budget. There will be no impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There is a need for enhanced after school programs within the community and without these funds, the Parks, Recreation and Public Facilities Department would not be able to provide staffing, equipment or supplies to meet this need. Not entering into this agreement would limit the number of children who would be eligible to participate in the after school program. In addition, the Parks, Recreation and Public Facilities Department would have to continue seeking additional grants and community donations for the after school programs.

Stanislaus County
Office of
Education

CONTRACT NO. 16-039

Prevention Programs

Tom Changnon, Superintendent
1100 H Street • Modesto, CA 95354 • (209) 238-1360 • FAX (209) 238-4252

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS COUNTY OFFICE OF EDUCATION
AND
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
AND
WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM ELEMENTARY, OSBORN ELEMENTARY, TURLOCK JR. HIGH AND WAKEFIELD ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education ("SCOE") and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Elementary, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2016 through June 30, 2017:

SCOE will:

- serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education ("CDE") guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE's first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15th, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administrating the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- serve as liaison between CDE and Districts/Sites.
- compile data from sites for evaluation and oversee evaluation.

OK for Agenda

- create marketing campaign for sites that need to boost attendance.
- coordinate and participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- provide each site with a technical assistance Coordinator that helps with all technical assistance needs and conducts three site visits to each program throughout the year.
- collaborate with community partners, and advisory committee to encourage community support that enhances programs throughout the region.
- make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- receive the amount for each site: Walter Brown ($16,875), Crowell ($16,875), Cunningham ($16,875), Osborn ($16,875), Turlock Jr. High ($22,500) and Wakefield ($16,875).

City of Turlock will:

- administer after school programs at School.
- operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ensure that funds from ASES will supplement, not supplant, existing services and funds.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- submit annual operating budget.
- assign district and/or site representatives to participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- receive the amount for each site: Walter Brown ($84,150), Crowell ($84,150), Cunningham ($84,150), Osborn ($84,150), Turlock Jr. High ($67,510.01) and Wakefield ($84,150).

School will:

- Establish an early release policy and send copy of board approval to SCOE.
- provide a nutritional snack daily that meets USDA requirements.
- provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and

youth development activities that support the school's core curriculum and district/state standards.

- conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- submit annual operating budget.
- commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- identify appropriate community partners including youth and parents.
- subcontract with area CBO for activities (when needed).
- receive the amount for each site: Walter Brown ($11,475), Crowell ($11,475), Cunningham ($11,475), Osborn ($11,475), Turlock Jr. High ($59,989.99) and Wakefield ($11,475).

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.

SCOE Prevention Programs Consortium Lead After School Programs	District Superintendent

School Principal	School Principal	School Principal
School Principal	School Principal	City of Turlock Rep DIRECTOR
School Principal		

SCOE Deputy Superintendent of
Business Services

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, 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

5L

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and the City of Ceres for contract employment of a Grade 4 Water Distribution Operator from the City of Ceres

2. DISCUSSION OF ISSUE:

In July 2015, the City of Turlock entered into an agreement with the City of Ceres for contract employment of a Grade 4 Water Distribution Operator. Based on the City's population, the State Division of Drinking Water classifies the City of Turlock's water distribution system as a Grade 4 (D4) system. This means the City's Chief Water Distribution Operator must be certified at a D4 level or higher under the State of California's operator certification program.

Since the retirement of the City's Utilities Supervisor in May of 2015, Turlock no longer has a staff member with a D4 water distribution certification. The Utilities Division has D3 operators who were tasked with obtaining their D4 certifications as soon as possible. Two Turlock staff members took the D4 test and one passed; however, it will be a number of weeks before that employee receives his certificate from the Division of Drinking Water.

In the meantime, the agreement with Ceres is about to expire and Turlock must maintain a Chief Distribution Operator with a minimum D4 certification.

The City of Ceres has agreed to continue to offer contract services of their D5 water distribution operator to act as Turlock's Chief Water Distribution Operator. In the past year, the Operator has provided timely and insightful advice on operational issues. As before, the Ceres staff member will not be located in Turlock on a full-time basis but will consult with the City's Utilities Manager and Utilities Supervisor on a routine basis in matters pertaining to the operation and maintenance of the City's water distribution system.

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. The most expeditious manner of maintaining a D4 certified operator on staff is to continue to contract with a local agency.

B. State law requires Turlock's water system to be overseen by a D4 certified water distribution operator.

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

The rate for the Ceres contract employee is $70 / hour; the City will be billed quarterly. The cost of this contract employee will be funded by the Water Enterprise Fund 420-52-550-43320 "Special Services / Projects."

Budget Amendment

Not required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council could elect not to continue the employment services contract with City of Ceres. This alternative is not recommended as State law requires the City of Turlock to have a Chief Water Distribution Operator with a D4 certification.

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
CITY OF CERES

THIS AMENDMENT, dated June 14th, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "TURLOCK") and the CITY OF CERES, (hereinafter "CERES").

WHEREAS, the parties hereto previously entered into an agreement dated July 28th, 2015, whereby CERES will provide D-4 Certified (or higher) Water Distribution Operator services to Turlock on an as-needed, per hour basis over the course of the 2015-2016 Fiscal Year (hereinafter the "Agreement").

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

1. 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 July 1, 2015, and ending June 30, 2017, subject to CITY's availability of funds. The Parties may extend the Term by a written amendment to this Agreement."

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

   Michael Cooke
   Municipal Services Department
   156 S. Broadway, Suite 270
   Turlock, California 95380-5456
   Telephone: (209) 668-5590
   E-mail: mcooke@turlock.ca.us

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CITY OF CERES, a municipal corporation

By: _____

Title: City Manager

Print name: Toby Wells

Date: _____

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

5M

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

2. DISCUSSION OF ISSUE:

A school resource officer (SRO) is a career law enforcement officer, with sworn peace officer authority, deployed in community-oriented policing, and assigned by the police department to work in collaboration with school and community-based organizations. The first SRO program began in Flint, Michigan in 1958. Many police agencies around the country began assigning SRO's to school sites in the 1970's.

The Turlock Police Department began deploying officers to the Turlock Unified School District at the Turlock High School campus on a voluntary, overtime basis in the early 1990's. In the late 1990's, the Turlock Police Department assigned its' first SRO to Turlock High School as a four (4) year special assignment. Since that time, the department has continued to provide services to Turlock High School.

The Turlock Unified School District desires to continue on-site services of a Turlock Police Officer for its Turlock High School campus located at 1600 E Canal Drive, Turlock, CA, and the police department desires to accommodate the District's request for police services.

The agreement is for the City to provide one (1) officer to the Turlock High School campus for a period beginning August 11, 2016 and ending May 26, 2017.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty (40) hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay additional compensation to the City at the rate of Ninety-Three and 75/100^{ths} Dollars ($93.75) for each such hour worked. In the event the City

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withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100^{ths} Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2016 and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code requires City Council approve all agreements.

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 / BUDGET AMENDMENT:

Fiscal Impact

The reimbursement is based on the actual service and time provided to the school.

Revenue to line number 110-20-210.34024 "Turlock High School (SRO)".

Contract number 16-047.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative. Assigning an officer to Turlock High School affords appropriate safety and security for students; and this agreement provides for reimbursement from the District for said services.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICT
for Police Officer Services at Turlock High School

THIS AGREEMENT is made and entered into this 14th day of June 2016, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICT** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 1600 East Canal Drive, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Turlock High School campus for a period beginning August 11, 2016, and ending May 26, 2017.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2016 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion

5. All rates are subject to increase during the term of this Agreement.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

TURLOCK SCHOOL DISTRICT

By: _____
Dana Salles Trevethan
Title: _____

Print name: _____

Date: _____

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APPROVED AS TO FORM

By: _____

Phaedra A. Norton, City Attorney

ATTEST

By: _____

Kellie E. Weaver, City Clerk

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City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

2. DISCUSSION OF ISSUE:

A school resource officer (SRO) is a career law enforcement officer, with sworn peace officer authority, deployed in community-oriented policing, and assigned by the police department to work in collaboration with school and community-based organizations. The first SRO program began in Flint, Michigan in 1958. Many police agencies around the country began assigning SRO's to school sites in the 1970's.

The Turlock Police Department began deploying officers to the Turlock Unified School District at the Turlock High School campus on a voluntary, overtime basis in the early 1990's. In the late 1990's, the Turlock Police Department assigned its' first SRO to Turlock High School as a four (4) year special assignment. Since that time, the police department has continued to provide services to Turlock High School. In 2002, the Turlock Police Department expanded its' services to the newly established Pitman High School campus.

The Turlock Unified School District desires to continue on-site services of a Turlock Police Officer for its Pitman High School campus located at 2631 West Christoffersen Parkway, Turlock, CA, and the police department desires to accommodate the District's request for police services.

The agreement is for the City to provide one (1) officer to the Pitman High School campus for a period beginning August 11, 2016 and ending May 26, 2017.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty (40)

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hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay additional compensation to the City at the rate of Ninety-Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event the City withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100ths Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2016 and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree that the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

The Turlock Municipal Code requires City Council approve all agreements.

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 / BUDGET AMENDMENT:

Fiscal Impact

The reimbursement is based on the actual service and time provided to the school.

Revenue to account 110-20-210.34025 "Pitman High School (SRO)".

Contract number 16-048.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative. Assigning an officer to Pitman High School provides appropriate safety and security for students; and this agreement provides for reimbursement from the District for said services.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICT
for Police Officer Services at Pitman High School

THIS AGREEMENT is made and entered into this 14th day of June 2016, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICT** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 2631 West Christoffersen Parkway, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Pitman High School campus for a period beginning August 11, 2016 and ending May 26, 2017.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2016 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion

5. All rates are subject to increase during the term of this Agreement.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or
_____
Gary R. Hampton, City Manager

Date: _____

TURLOCK SCHOOL DISTRICT

By: _____
Dana Salles Trevethan
Title: _____

Print name: _____

Date: _____

OK for Agenda

APPROVED AS TO FORM

By: _____

Phaedra A. Norton, City Attorney

ATTEST

By: _____

Kellie E. Weaver, City Clerk

City Council Synopsis
June 14, 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: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the revised and updated Consortium agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019

2. DISCUSSION OF ISSUE:

Background

The HOME Investment Partnerships Program was authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625). HOME is a federal block grant program that provides funding to states and localities to be used exclusively for affordable housing activities to benefit low-income households. Funds for HOME are appropriated annually to the Department of Housing and Urban Development (HUD), which in turn distributes funding to states and certain localities by formula. Forty percent of HOME funds are allocated to states and 60% are allocated to localities. The formula takes into account six factors, including the number of units in a jurisdiction that are substandard or unaffordable, the age of a jurisdiction's housing, and the number of families living below the poverty line in the jurisdiction.

States and localities that receive HOME funds are known as "participating jurisdictions." Participating jurisdictions must match the HOME funds they spend with their own 25% permanent contribution to affordable housing activities. They also must submit a Consolidated Plan to HUD that identifies the community's

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housing needs and describes in detail how HOME and other HUD block grant funds will be used to meet those needs. Participating jurisdictions can administer HOME funds themselves, or they can designate public agencies or nonprofit organizations to administer all or part of the HOME program on their behalf.

HOME funds can be used to finance a wide variety of affordable housing activities that generally fall into four categories: rehabilitation of owner-occupied housing; assistance to home buyers; acquisition, rehabilitation, or construction of rental housing; and tenant-based rental assistance. Projects that use HOME funding must meet certain income targeting and affordability requirements. Specifically, all HOME-assisted housing units must benefit households with incomes at or below 80% of area median income. Additionally, 90% of occupants of HOME assisted rental units and households that receive tenant-based rental assistance must have incomes at or below 60% of area median income. HOME-assisted housing must also meet certain definitions of affordability and must continue to remain affordable to low-income households for a specified period of time. The specific affordability requirements vary according to the type of activity for which funds are used and the amount of HOME funding contributed to the project.

In 1999, the United States Department of Housing and Urban Development (HUD) approved the creation of the City of Turlock/County of Stanislaus HOME Consortium for the purpose of obtaining Federal HOME funds on an annual entitlement basis. This authorization eliminated the need to compete for HOME funds at the state level.

Previously, the Council authorized the Consortia renewal for 2013-2016, 2010-2013 and for 2008-2010. This revised and updated three year agreement attached as Exhibit A, is authorizing the participation of the City of Turlock in the Consortia and designating Turlock as the leady agency. Staff is requesting approval of the revised and updated HOME Consortium agreement for Federal Fiscal Years 2016-2017, 2017- 2018, and 2018-2019. The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2016. The effective date of this agreement is for the Federal 2017 program year.

Discussion

Under federal regulations, a participating consortium in the HOME program must have agreements between the lead agency and its sub-recipients. In the HOME Consortium, the City of Turlock will continue as the HUD authorized lead agency. The Cities of Ceres, Newman, Oakdale, Patterson and Waterford will be the sub-recipients of the County of Stanislaus. The County of Stanislaus must have annual agreements with each of the cities and will be responsible to the City of Turlock.

The HOME consortium is also required to have continued state certification from the State of California Housing and Community Development (HCD) indicating that it will direct its activities to address housing problems in the County of Stanislaus.

The certification by HCD has been granted and it attached as Exhibit B. Further, the three year Consortium agreement with the County of Stanislaus outlines the responsibilities of the lead agency and its sub-recipients.

The City Attorney and County Counsel have reviewed and approved the agreement as to form.

3. BASIS FOR RECOMMENDATION:

In order to continue and renew the HOME Consortium, approval of the agreement is required under HUD regulation CFR Parts 91 & 92 of the Home Program.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the City's budget. Funds are to be held in a separate trust account and are found in the City's Fund 256. Sub recipients are provided funds through separate agreements for projects on a reimbursement basis.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Environmental review is done programmatically in conjunction with the Annual Action Plan and each HOME funded project under goes an additional project level NEPA environmental review before funds can be committed.

7. ALTERNATIVES:

A. To receive HUD HOME Consortium funds, the agreement is required. However, the City Council could choose to not approve the agreement in which case, the City of Turlock would be required to withdraw as a participating jurisdiction and the lead agency of the Consortium. This option is not recommended as the program provides almost $800,000 annually to support housing programs in the City and the Consortium's service area.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE REVISED AND UPDATED CONSORTIUM AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE STANISLAUS URBAN COUNTY FOR THE PURPOSE OF UNDERTAKING HOME ELIGIBLE HOUSING ASSISTANCE ACTIVITIES PURSUANT TO TITLE II OF THE CRANSTON GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990, DESIGNATING THE CITY OF TURLOCK AS THE LEAD AGENCY OF THE CONSORTIUM AND THE STANISLAUS URBAN COUNTY COMPRISED OF THE CITIES OF CERES, HUGHSON, NEWMAN, OAKDALE, PATTERSON, WATERFORD AND THE COUNTY OF STANISLAUS AS SUB-RECIPIENTS OF HOME FUNDS FOR FEDERAL FISCAL YEARS 2016-2019	**RESOLUTION NO. 2016-**

WHEREAS, the Congress of the United States has enacted the Cranston Gonzales National Affordable Housing Act of 1990 and Federal regulations have been adopted pursuant thereto, hereinafter called the "ACT"; and

WHEREAS, Title II of the Act creates the Home Investment in Affordable Housing Program (hereinafter called "HOME") that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, Waterford and the unincorporated areas of Stanislaus County are hereafter called the Consortium; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the City of Turlock is the lead agency in the Consortium, designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County are designated as Consortium sub-recipients; and

WHEREAS, the City and the Consortium Sub-recipients have determined that it is mutually beneficial to have The City of Turlock disburse HOME funds for HOME-eligible activities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the revised and updated Consortium agreement between the City of Turlock and the Stanislaus Urban County for the purpose of undertaking HOME eligible housing assistance activities pursuant to Title II of the Cranston Gonzales National Affordable Housing Act of 1990, designating the City of Turlock as the lead agency of the Consortium and the Stanislaus Urban County comprised of the cities of Ceres, Newman, Oakdale, Patterson Waterford and the County of Stanislaus as sub-recipients of HOME funds for federal Fiscal Years 2016-2019.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Consortium agreement with the Stanislaus Urban County and its members (See Exhibit A).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

INTER-GOVERNMENTAL AGREEMENT
RENEWING THE TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM

THIS AGREEMENT is made and entered into on this 14th day of June , 2016 by and among the City of Turlock, a municipal corporation of the State of California and located within the boundaries of Stanislaus County (hereinafter "Turlock") and the Urban County of Stanislaus.

WHEREAS, the United States Congress enacted the Cranston-Gonzales National Affordable Housing Act of 1990 and federal regulations have been adopted pursuant thereto (hereinafter collectively referred to as the "Act"); and

WHEREAS, Title II of the Act creates the Home Investment Partnerships Program (hereinafter "HOME") that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based systems; and

WHEREAS, under the Act, an organization of geographically contiguous units of general local government may act as a single unit of general local government for purposes of receiving and administering HOME funds and carrying out the purposes of the Act; and

WHEREAS, in June of 2000 Turlock and the Stanislaus Urban County entered into an agreement to jointly act as the Turlock/ Stanislaus County HOME Consortium, a consortium of local governments under the Act; and

WHEREAS, the Act requires local governments acting as a consortium to submit a single Consolidated Plan that covers the entire geographical area encompassed by the consortium members as part of the eligibility requirements for HOME funds section 91.15 (b) of the Consolidated final rule; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, states and consortia of local governments; and

WHEREAS, the Act requires that a consortium must have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; such member unit shall hereinafter be referred to as "Lead Agency"; and

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WHEREAS, Turlock and the Stanislaus Urban County desire to renew their commitment to act jointly as a consortium for purposes of the Act and hereby enter into this Inter-Governmental Agreement which supersedes all other inter-governmental agreements setting up the Turlock/Stanislaus County HOME Consortium; and

NOW, THEREFORE, based upon the terms and conditions outlined below, the parties hereby agree as follows:

I. CONSORTIUM

A. Turlock and the Stanislaus Urban County agree to act jointly as a consortium within the meaning of the Act to become a participating jurisdiction to be known as the **Turlock/ Stanislaus County HOME Consortium** (hereinafter TURLOCK HOME CONSORTIUM"). Turlock and the Stanislaus Urban County will act jointly as the TURLOCK HOME CONSORTIUM for the purposes of applying jointly for federal funding under the HOME Investment Partnership Program undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, and providing tenant-based rental assistance. This Agreement to operate as the TURLOCK HOME CONSORTIUM is a renewal of the parties' 2000 and subsequent commitments to operate as the TURLOCK HOME CONSORTIUM. This Agreement supersedes all previously executed agreements regarding the TURLOCK HOME CONSORTIUM.

B. The Lead Agency of the TURLOCK HOME CONSORTIUM will be the City of Turlock. The City of Turlock shall provide leadership and have overall management responsibility to direct the TURLOCK HOME CONSORTIUM activities. Further, as the Lead Agency, the City of Turlock shall make appropriate policy assessments and decisions concerning issues relating to existing HOME funds for which the authority and responsibility rests with the Lead Agency. Except for the authority and responsibilities vested in the Lead Agency concerning the development of the TURLOCK HOME CONSORTIUM's Consolidated Plan, the TURLOCK HOME CONSORTIUM shall affirmatively further the region's planning for affordable housing.

II. ROLES AND DECISION MAKING PROCESS

A. Stanislaus Urban County agrees that Turlock shall serve as the Lead Agency and administer the TURLOCK HOME CONSORTIUM through Turlock's staff. As Lead Agency, Turlock shall perform all duties and responsibilities as set forth for the Lead Agency by the terms of this Agreement. The Lead Agency shall provide effective leadership, support and management of the TURLOCK HOME CONSORTIUM's required functions. In addition, Lead Agency's staff shall provide, subject to

adequate funding, effective leadership, support, and management furthering the Consortium's affordable housing policies.

B. As the Lead Agency, Turlock shall be responsible for the management and accounting of all TURLOCK HOME CONSORTIUM funds. Turlock's management and accounting for all TURLOCK HOME CONSORTIUM funds shall conform to the policies, regulations and statutes governing such funds.

C. Turlock and the Stanislaus Urban County agree that all projects will be reviewed for compliance with the relevant funding sources' rules or guidelines by the Lead Agency and only those which meet the technical requirements of the relevant source of funds will be eligible to be reviewed for funding recommendations by the Technical HOME Committee (THC) described in Paragraphs II (F) of this Agreement. The Lead Agency will screen activities for conformance with any minimum threshold criteria established in the Consolidated Plan which may be stricter than those imposed by the funding source's own rules, regulations or guidelines. The reference here to technical staff of the TURLOCK HOME CONSORTIUM members, as well as the similar references in Paragraphs (E) and (F) below, refer to those individuals identified in Section III, Paragraphs (A), (B) and (C).

D. Threshold criteria and any other criteria, incentives, etc., developed for each CHDO allocation of funding regardless of other leveraged funding sources, will be developed by the Lead Agency in collaboration with technical staff persons from each TURLOCK HOME CONSORTIUM jurisdiction. Such criteria will be consistent with all relevant policies and priorities contained in the Consolidated Plan, related plans from individual CDBG entitlement jurisdiction pursuant to 24 CFR 91.220 (hereinafter referred to as "Action Plans") and individual housing elements in each jurisdiction's General Plans.

E. Turlock and the Stanislaus Urban County agree that a THC will exist and be guided by established policies and procedures for the Consortium. The THC will be comprised of no less than one person from each of the jurisdictions participating in the TURLOCK HOME CONSORTIUM. A person will be appointed by each jurisdiction made up of one technically proficient (that is persons knowledgeable in housing issues) staff person. The THC shall adopt a conflict of interest policy to be used in the operation of the Consortium. Turlock and the Stanislaus Urban County pledge adherence to the conflict of interest tenets embodied in HUD's CPD Notice 98-09 (Superceding CPD Notice 93-06) and NRS 281.481.

F. Turlock and the Stanislaus Urban County agree that approved projects must conform to the appropriate environmental regulations, the jurisdictions' (impacted by the proposed project) General Plan, Consolidated Plan, and related Action Plans.

III. GENERAL ADMINISTRATION

A. Turlock designates its Housing Program Services Manager or his or her designee as Turlock's representative to whom all notices and communications relating to TURLOCK HOME CONSORTIUM business from Stanislaus Urban County shall be directed.

B. Stanislaus Urban County designates the Stanislaus County Planning and Community Development Director or his or her designee as representative to whom all notices and communications concerning TURLOCK HOME CONSORTIUM business from Turlock be directed. In addition, Turlock shall direct copies of all notices to the designated persons for every member agency of the TURLOCK HOME CONSORTIUM. Designated representatives for member agencies shall be specified in sub-agreements entered into between the agencies and the Lead Agency.

C. Turlock's duty to notify the Stanislaus Urban County shall be complete when the communication is sent to all designated representatives specified in paragraph (B) of this section. It is the exclusive duty of the designated representatives to notify appropriate individual(s) and/or departments within their respective agencies.

D. Turlock, as designated Lead Agency of the TURLOCK HOME CONSORTIUM, has the ultimate and overall responsibility under the Act in the view of HUD for ensuring that the TURLOCK HOME CONSORTIUM's HOME program is carried out as required in 24 CFR part 92, including the submission of a program description for the use of HOME funds which has been mutually agreed upon by Turlock and the Stanislaus Urban County for providing all assurances or certifications as required under 24 CFR part 92. The program description sets forth the TURLOCK HOME CONSORTIUM's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy and individual one-year plans) within each of the eligible activity categories. Therefore, Turlock requires Stanislaus County and Stanislaus County require Turlock to agree to strict adherence to the program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Turlock's certification under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance, Real Property Acquisitions Policy Act of 1970 and the Davis Bacon Act at 40 USC 276a, et seq. Turlock shall not provide HOME funds for activities in or support of any cooperating jurisdiction that does not affirmatively further fair housing within its own jurisdiction or activities that impede Turlock's actions to comply with Fair Housing certification. In addition, the Lead Agency is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969. Stanislaus Urban County shall readily support the Lead Agency as requested to meet these requirements.

E. Turlock and the Stanislaus Urban County agree that a prorated portion for self-directed projects should be based on the census population and poverty levels when determining how TURLOCK HOME CONSORTIUM HOME funds shall be dedicated to each participating jurisdiction each year. The funds so dedicated to the participating jurisdiction may be from any HOME funds, including program income, available to the TURLOCK HOME CONSORTIUM. Participating jurisdictions can self-direct funds within their participating jurisdiction by notifying the TURLOCK HOME CONSORTIUM of their jurisdictional funding self-direction recommendations **five (5) days** prior to the TURLOCK HOME CONSORTIUM's final public hearing to develop recommendations for funding. Any of the self-directed funds not allocated by the individual jurisdictions will no longer be dedicated to self-direction and will be made available for allocation by the TURLOCK HOME CONSORTIUM during the current funding cycle.

F. Turlock and the Stanislaus Urban County further agree that HOME funds, such as CHDO Funds designated for affordable housing by agreement are administered by the TURLOCK HOME CONSORTIUM shall be distributed according to the funding source requirements.

G. To effectively carry out activities under this Agreement, Turlock and the Stanislaus Urban County may negotiate allocation of TURLOCK HOME CONSORTIUM administrative funds or any other administrative funds available to the TURLOCK HOME CONSORTIUM as long as such allocation comports with the restrictions of the administrative funds so allocated.

H. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether

any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding including the cost to hire their own attorney to monitor or defend, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict, arbitration award or settlement allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

I. Disputes arising between the member agencies regarding direction, policy or procedure shall be resolved by the designated representatives. Should the designated representatives be unable to agree upon the resolution, the matter shall be referred to the respective governing bodies for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Section VIII below.

J. The Lead Agency shall make all of its financial records related to the administration of HOME funds available for inspection to all persons including representatives from corporations and governments.

K. Turlock and the Stanislaus Urban County commit to affirmatively furthering fair housing in all respects in their contributions to the operation of the TURLOCK HOME CONSORTIUM.

IV. CONSOLIDATED PLAN

A. Turlock and the Stanislaus Urban County agree that although the Lead Agency is ultimately responsible for developing a HUD approved Consolidated Plan; all TURLOCK HOME CONSORTIUM members shall participate in the Consolidated Plan development process and end product.

B. The Consolidated Plan document shall be prepared by Turlock staff or their designated consultant, in collaboration with the THC more than sixty (60) days prior to the date the Consolidated Plan documents must be submitted to HUD.

C. Turlock and the Stanislaus Urban County agree that necessary adjustments to the Consolidated Plan development process described herein will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.

D. The TURLOCK HOME CONSORTIUM may use a Consolidated Plan advisory committee to assist in the development of the Consolidated Plan document and related documents.

E. Notwithstanding the responsibility described in the above paragraph, the Lead Agency will schedule the adoption of the Consolidated Plan for a Turlock City Council meeting which will occur no less than 15 days prior to the submission date required by HUD.

F. The above process may be modified by agreement of the THC if deemed appropriate.

G. The Lead Agency shall prepare annual performance reports or whatever report specified by HUD and submit the same to HUD with copies to all participating jurisdictions.

V. FUND ADMINISTRATION

A. All repayments of Consortium administered HOME funds and matching contributions and any payment of interest or other return on the investment of such HOME funds and matching contributions must be placed in a HOME investment trust account. Program income is to be reported annually to the Lead Agency. If the TURLOCK HOME CONSORTIUM terminates, such funds revert to the City of Turlock's own HOME investment trust account maintained by the Lead Agency.

B. If the TURLOCK HOME CONSORTIUM terminates, such repayment of Consortium funds will be allocated to the remaining member jurisdictions based on the geographic distribution of the outstanding investment of such Consortium funds in the region, but only if such jurisdictions place such funds in a HOME account operated in compliance with HUD rules and regulations. If HUD prohibits the administration of HOME dollars by any resultant nonparticipating jurisdiction, repayments otherwise due to a nonparticipating jurisdiction will be administered by the City of Turlock in compliance with HUD regulations.

C. The mechanisms by which any repayment of non-HOME funds and/or any payment of interest or other return on investment of such non-HOME funds to be made shall be governed by the restrictions imposed by the source of such funds. The TURLOCK HOME CONSORTIUM THC may

describe procedures for such funds and repayments thereof consistent with such restrictions.

D. The Lead Agency has the responsibility for monitoring and reporting according to HUD regulations and guidelines on the use of any local HOME funds.

VI. AMENDMENTS

A. Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with the written consent of Turlock's and the Stanislaus Urban County's respective designated representatives.

B. This agreement may be amended for the purpose of designating a new Lead Agency during this agreement's cycle, if unanimously agreed upon by the TURLOCK HOME CONSORTIUM and their respective governing body(ies).

C. This agreement may be amended for purposes other than those described in Paragraph (A) above by written agreement by both Turlock and the Stanislaus Urban County's respective designated representatives.

VII. EFFECTIVE DATE

This Agreement shall go into effect October 1, 2017, and shall continue in full force and effect until September 30, 2020. The Stanislaus Urban County and Turlock shall be included in the TURLOCK HOME CONSORTIUM for a minimum of three federal fiscal years, which is reflected in the Consortium's Program years 17-18 (July 1,2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020). The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2016.

VIII. TERMINATION OF AGREEMENT

If either Turlock or the Stanislaus Urban County desire to terminate the Agreement and its participation in the TURLOCK HOME CONSORTIUM they may do so by giving no less than six months prior written notice. The notice must be sent to the TURLOCK HOME CONSORTIUM members at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice. As required by NRS 354.626, a TURLOCK HOME CONSORTIUM member may terminate this Agreement for failure of the member to appropriate or budget funds sufficient to carry out the purposes of this Agreement. In such event, the member will give as timely a notice as is reasonable practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below.

CITY OF TURLOCK
156 South Broadway, Suite 250
Turlock, CA 95380

By_____
Gary R. Hampton, City Manager

Or:

_____
Gary Soiseth, Mayor

Date_____

Approved as to form:

By _____
Phaedra A. Norton, City Attorney

Attest:

By_____
Kellie E. Weaver, City Clerk

STANISLAUS COUNTY
1010 Tenth Street, Suite 3400
Modesto, CA 95354

By _____
Stan Risen
Stanislaus County Chief Administrative Officer, acting as "Lead Entity" for the Stanislaus Urban County

Date _____

Approved as to form:

By _____
Tom Boze, County Counsel

STATE OF CALIFORNIA -BUSINESS, TRANSPORTATION, AND HOUSING AGENCY Edmond G. Brown, Jr.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
HOME Investment Partnerships Program
P. O. Box 952054
Sacramento, CA 94252-2054

Exhibit B

February 22, 2016

Sherry Touitou
Housing Program Specialist
City Turlock -Housing Program Services Division
156 S. Broadway, Suite 250, Turlock, CA 95380

RE: City of Turlock/ Stanislaus County HOME Consortium Certification 2017-2020

Dear Ms. Touitou:

This letter is in response to your request for continued State Certification of the City of Turlock/Stanislaus County HOME Consortium. We understand that for State Fiscal Years 2017-2020 the participating members of the City of Turlock/Stanislaus County HOME Consortium will include the unincorporated areas of Stanislaus County and the cities of Hughson, Oakdale, Ceres, Newman, Patterson, Turlock, and Waterford.

Our review is undertaken pursuant to Section 216(2) of the Cranston-Gonzalez National Affordable Housing Act as amended, (42 U.S.C. 12701, et.seq.) (Act), which authorizes geographically contiguous local governments to form a consortium to administer HOME Program funds. Procedures for designating the consortium and its renewal are further detailed in HUD Directives. The Act requires written certification by the State that the Consortium will direct its activities to the alleviation of housing problems within the State.

Based upon the information provided regarding your objectives for the use of HOME funds, I am pleased to provide State certification of the City of Turlock/Stanislaus County HOME Consortium for the State Fiscal Years 2017 through 2020.

HUD has directed the State to continue to monitor the performance of all cities and counties, (State Recipients), which have received HOME funds from the State, even if they are now members of a consortium or urban county. This includes monitoring of Program Income and long-term rental property issues. Each of these State Recipients must continue to file quarterly reports until all Project Completion Reports have been filed. Further, they must continue to file Annual Reports, monitoring reports and any other necessary reports as long as the State Recipient retains Program Income.

Final determination of membership from HUD is needed to confirm the member localities of your consortium. Please forward an executed copy of the agreement between HUD and the City of Turlock/Stanislaus County HOME Consortium to our office. The agreement also serves as a guide in determining eligibility of cities and counties for the State HOME Program. Provided that the agreement confirms the membership of the consortium as stated above, these localities will not be eligible to receive State HOME Program funds from federal allocations for FY 2017-2020.

We wish you continued success in achieving your affordable housing objectives through the HOME Consortium. If we can be of assistance to Consortium members in any way, please contact Christina DiFrancesco at (916) 263-0415.

Sincerely,

Tom Bettencourt
Division of Financial Assistance Planning and Evaluation Branch
Authorized Official"

5P

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting the lowest bid submitted by Jorgensen & Company, Inc. of Modesto to RFP 16-326, for fire sprinklers and suppression system inspections and repairs and maintenance services for being non-responsive, pursuant to Turlock Municipal Code Section 2-7-09(c)(4)

Motion: Awarding RFP 16-326 and Contract No. 16-036 to HCI Systems, Inc. of Fresno, having met all specifications of RFP 16-326 and being the lowest responsive and responsible bidder, for fire sprinklers and suppression system inspections and repairs and maintenance services for all City buildings with fire protection equipment, in an annual amount not to exceed $10,000 and $50,000 for a period of sixty months, pursuant to Turlock Municipal Code Section 2-7-9(c)(2)

2. DISCUSSION OF ISSUE:

On March 26, 2016, the Purchasing Office issued a formal bid for fire sprinkler and suppression inspections and repairs & maintenance services by Request for Proposal (RFP) 16-326. Six (6) vendors were solicited and all six (6) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this bid.

Purchasing evaluated the bids and the award bid recap is shown below:

1	HCI Systems, Inc. of Fresno, CA	$7,534
2	Jorgensen & Co., Inc. Modesto, CA	$7,384 (Bid rejected for being non-responsive)
3	Fire Suppression Technologies, Inc. Waterford, CA	$14,585
4	Siemens Industry, Inc. Fresno, CA	$10,600 (Bid rejected for being non-responsive)
5	RCM Fire Protections, Inc. Tracy, CA	$33,632 (Bid rejected for being non-responsive)

OK for Agenda

❻	Intelli-Tech Pleasanton, CA	$3,816 (partial bid for suppression system inspection and a No bid for sprinklers inspection)

The apparent low bid, submitted by Jorgensen & Company, Inc. of Modesto, to RFP 16-326 was rejected for not submitting Addendum No. 3 with their bid proposal. The bid documents clearly indicate the bidder must sign and return the Addendum with their bid. Failure to complete all items will cause the bid to be non-responsive and given no consideration.

Staff is seeking authorization to award RFP 16-326 and Contract No. 16-036 to HCI System, Inc of Fresno.

HCI Systems, Inc of Fresno, met all the specifications of RFP 16-326 and was the lowest responsive and responsible bidder, pursuant to Turlock Municipal Code Section 2-7-09(c) (2)

3. BASIS FOR RECOMMENDATION:

A. To have a certified and reliable fire sprinkler and suppression system inspection Contractor to perform these inspections along with any maintenance needed for the City's current and future buildings to meet the California State Fire codes and the City of Turlock Fire Marshal codes and requirements.

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: The total contract award is $50,000, not to exceed $10,000 annually, including all charges and applicable taxes.

1) $7,534 for inspections and testing

2) $2,476 for emergency service calls

Emergency service calls provided under the proposed contract will be used throughout all City Departments with fire protection equipment. Each Department has budgeted for these services in their individual departments as part of fire sprinkler & suppression. As emergency calls are performed throughout the year, the costs incurred will be charged to the appropriate account number in the requesting department's budget.

Budget Amendment Funding will be budgeted in FY 16-17 in the following:

110-10-102.43035_000 City Hall shared cost - contracts
110-20-200.43063 Police fire sprinkler & suppression inspections
110-30-300.43063 Fire Department fire sprinkler & suppression inspections
110-50-526.43063 Fleet CNG fire sprinkler & suppression inspections
501-10-130.43063 IT fire sprinkler & suppression inspections

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could authorize City staff to award to the lowest bidder and waive bid requirements, pursuant to Turlock Municipal Code Section 2-7-09(c)(4). However, this is not recommended because the second lowest bidder meets all the bid specifications and requirements of RFP16-326. HCI has been in business for more than 11 years and has certified technicians to perform fire sprinkler and suppression system for inspections, testing and maintenance in accordance with National Fire Protection Association (NFPA) 25.

AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
HCI SYSTEMS, INC.
for
FIRE SPRINKLERS, SUPPRESSION INSPECTIONS
AND REPAIRS & MAINTENACE SERVICES
CONTRACT NO. 16-036

THIS AGREEMENT is made this 14th day of June, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **HCI SYSTEM, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for fire sprinklers, suppression inspections and repairs and maintenance services for City owned buildings; and

WHEREAS, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such 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 Section 1. CONTRACTOR shall provide Services that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Ten Thousand and No/100^{ths} Dollars ($10,000.00), and in no event shall the total of this agreement exceed Fifty Thousand and No/100ths Dollars ($50,000.00) for a period of Sixty months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Sixty months (60) beginning July 1, 2016 and ending June 30, 2021, subject to CITY's availability of funds.

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

7. INSURANCE: CONTRACTOR shall not commence work 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 (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional 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: 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 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.

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

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

or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONTRACTOR. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to

any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONTRACTOR, dishonesty or theft.

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should 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 the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its sub-CONTRACTORs 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 including, but not limited to prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for CONTRACTOR: **HCI SYSTEMS, INC.**
4720 W. Jennifer Ave., Suite #108
Fresno, CA 93722
PHONE: (559) 233-2008
FAX: (559) 233-2009
EMAIL: bmoore@hcisystems.net

for CITY: **CITY OF TURLOCK**
ATTN: ERIK SCHULZE
PARKS, RECREATION & PUBLIC FACILITIES DEPT. MANAGER
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5594 x 4604
FAX: (209) 668-5619

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

Keith Humphres
Public Facilities & Maintenance
144 S. Broadway
Turlock, CA 95380-5456
(209) 678-5863
khumphres@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Kellie Jacobs-Hunter, Director
Administrative Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HCI SYSTEMS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SECTION 1
FIRE SPRINKLERS AND SUPPRESSION INSPECTIONS AND REPAIRS AND MAINTENANCE SERVICES
SPECIFICATIONS AND SCOPE OF WORK

1.1 Description of Services and Deliverables

The City seeks the services of a person or entity with expertise in Fire Sprinkler Systems. The City requires a qualified proposer to provide preventive maintenance to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life and to perform scheduled inspections of the City's systems. The maintenance includes quarterly fire sprinkler inspections.

The service provider will provide State Fire Certified:

a) Annually and 5 years Fire Sprinkler Inspection
Starting June to May

1.2 Performance Terms and Conditions

a) Detailed reports of all accidents resulting personal injury or any damage to equipment must be kept on file by the Contractor. Copies of these reports shall be issued to the Parks, Recreation & Public Facilities Maintenance Supervisor.

b) Separate Contracts: The City reserves the right to obtain competitive proposals for work not covered in the inspection portion of this agreement. The Contractor will cooperate with any contractor retained under such conditions.

1.3 Laws and Permits

a) The Contractor shall comply with all Federal, State and Municipal Laws, codes and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspections and approval for the work and deliver same to the Parks, Recreation and Public Facilities Manager or designee. This does not include annual State safety inspections and certificates, but does include tests required to pass State safety inspections.

b) The Contractor shall immediately inform, in writing the Parks, Recreation and Public Facilities Manager or designee, of any work conditions or materials which violate any of the above laws and regulations. Any work done by the Contractor causing such violations shall be corrected by the Contractor at the Contractor's own expense.

1.4 Service Requirements

a) Inspections and testing are to be pre-scheduled, at least 72 hours in advance, with the Parks, Recreation & Public Facilities Supervisor or his designee. The exact days and times shall be determined through mutual agreement between the City and the Contractor. The City shall make the final determination.

b) System impairment notification to Parks, Recreation & Public Facilities Supervisor and the Turlock Fire Department are required any time systems are taken off line.

c) There will be one representative from the Parks, Recreation & Public Facilities Department assigned to the inspection/testing operators on each visit to disable and

reset the fire alarm systems. All other manpower will be provided by the testing contractor.

d) Return of Premises: Upon completion of any services, the Contractor's employee will return all space disrupted by maintenance work to a neat and clean condition.

e) The contractor is to ensure 24-hour availability for emergency and/or unscheduled services.

f) Five Year Tests: The Contractor shall perform Five Year Tests when they come due. Internal inspections were conducted when 5 years are due. During the appropriate year of this contract the testing contractor must perform a five year internal pipe inspection in accordance with NFPA requirements.

g) All available building floor plans will be made available for review in the Parks, Recreations & Public Facilities Supervisor Office which is located at 144 S. Broadway, Turlock, CA.

h) On Site Records: The Contractor shall provide, and keep current, a check chart suitable for each system, to indicate the status of all scheduled inspections and work performed and the date of performance. The chart shall be posted at the sprinkler system riser or other location convenient to each system. The Contractor must initial and date the chart to indicate that the work has been accomplished.

i) Three (3) copies of the detailed written reports (in accordance with NFPA, as referenced above) shall be prepared by the contractor and issued to the Parks, Recreation & Public Facilities Supervisor or his designee after each regular or emergency visit. Payment to the contractor will NOT be made until such reports are received and approved by the City.

j) Licenses: The Contractor agrees to obtain any licenses and certifications from Federal, State and local Authorities needed to permit their firm to carry out the activities hereunder and further agrees to comply with all Federal, State and Municipal Laws and Ordinances relative to activities herein.

1.5 Equipment covered: includes all systems and equipment in Exhibit A.

1.6 Performance

The following inspection and maintenance operations shall be followed in carrying out the performance on this contract. NFPA 25 constitutes the minimum of operations and frequency of performance to be provided on Sprinkler Systems. NFPA 11, 12, 13 & 17 constitutes the minimum of operations and frequency of performance to be provided on Special Hazard Suppression Systems. NFPA 96 AND 101 constitutes the minimum operations and frequency of performance to be provided on Kitchen Hood Suppression Systems. The Contractor must recognize that additional services may be required to comply with performance and safety requirements of the City.

1.6.1 Quarterly Services: Weekly/Monthly inspections required by NFPA shall also be conducted during the quarterly inspections.

1.6.2 Annual Services in additional to the requirements of NFPA. Evaluate the adequacy of the design of the installed system if this not a part of the periodic

inspections.

1.6.3 Emergency Call Back Services: The Contractor will be required to provide overtime emergency call back service as required by these specifications and shall be rendered at any hour, on any day of the week required, and the Contractor shall respond within two (2) hours of notifications of each such requirement from the City. For activated systems, response time shall be within one (1) hour. After hours calls will be paid at the overtime rate as noted on the bid proposal (Exhibit A) unit price form.

1.6.4 Technician Qualifications: The Contractor will provide one primary Technician who will be responsive for and oversee all work. Other Technician s and apprentices will assist as necessary. All Technician s will hold a current license, and be thoroughly familiar with maintenance, repair and troubleshooting requirements for installations listed in this specification. Technician s will be interviewed by the City for acceptability prior to assignment to the site. The Contractor will also provide other Technician s fulfilling the same qualifications to provide for continuing service during absences of the regular Technician. The Contractor will provide copies of licenses and qualifications of all personnel assigned to this contract. No personnel may be assigned to or removed from this site without prior approval of the Parks, Recreation & Public Facilities Director.

1.6.5 Technician Qualifications
The Contractor will provide one primary Technician who will be responsive for and oversee all work. Other Technician s and apprentices will assist as necessary. All Technician s will hold a current license, and be thoroughly familiar with maintenance, repair and troubleshooting requirements for installations listed in this specification. Technician s will be interviewed by the City for acceptability prior to assignment to the site. The Contractor will also provide other Technician s fulfilling the same qualifications to provide for continuing service during absences of the regular Technician. The Contractor will provide copies of licenses and qualifications of all personnel assigned to this contract. No personnel may be assigned to or removed from this site without prior approval of the Parks, Recreation & Public Facilities Director or designee.

1.7 Communications

It is expected that the Contractor, generally through the primary Technician shall maintain good communications with the Department of Parks, Recreation & Public Facilities Maintenance regarding the following:

a)	Prompt notification of major work required, safety related or serious problems, and unusual circumstances.
b)	Notification of any damaged or abused equipment.
c)	Notification of any equipment not operating as designed.
d)	Notification of shutdown of any equipment.
e)	Feedback of maintenance problems, and equipment performance through clear and well documents service slips.

1.4 Documentation

The City requires that the Contractor maintain full documentation of inspections and such documentation will be maintained at the Department of Parks, Recreation & Public Facilities Maintenance. This will be include, but not be limited to, the following:

a) Within thirty (30) days after award of contract, the Contractor shall develop a written inspection program including a schedule

b) Reports of all service calls and failures.

c) Report of major or safety related problems encountered or any equipment not operating to design specifications.

d) Repair logs to document all work done on each system. Original maintenance records will remain as the City property.

e) All changes in writing of the system components will be recorded on the city's plans and specifications maintained at the Parks, Recreations & Public Facilities Office.

f) Failure to comply with any of the above may result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.

1.5 System Downtime

As noted in Paragraph 1.4 (b) System impairment notification must be given anytime a system is taken off line. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system per City shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be schedule with the City in advance.

1.5.1 Repair Parts Availability and Characteristics

To assure a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the systems. These spare parts shall be genuine, original manufacturer's parts or approved equal.

Contractor will be responsible to insure a supply of sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises shall be kept in a cabinet located where temperatures will at no time exceed 100 degree F; as shall an appropriate sprinkler wrench(s).

The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

1.6 Parts Costs:

The City reserve the right to audit the Contractor's records to determine cost.

1.7 Work Hours: Normal work shall be accomplished 8:00 a.m. to 4:00 pm., Monday through Friday.

CITY OF TURLOCK
PROPOSAL FORM

PROPOSAL NO RFB 16-326

PROPOSAL DUE DATE: APRIL 4, 2016

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

FIRE SPRINKLERS AND SUPPRESSION INSPECTIONS AND REPAIRS AND MAINTENANCE SERVICES

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

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

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

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

BIDDER TO READ

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

Company: HCI Systems, Inc.

Address: 4720 W. Jennifer Ave., Ste. 108, Fresno, CA 93722

Telephone Number (559)233-2008 **Fax Number** (559)233-2009

E-Mail Address bmoore@hcisystems.net

Authorized Representative (print) Dario Canizalez

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for "Fire Sprinklers Maintenance

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Inspections & Repair Services" at the prices indicated herein.

PROPOSAL EXHIBIT 'A'
Page 2 of 5
REVISED- AMENDMENT 3

Proposal Sheet for Sprinkler Systems

Building	Annual Cost	5 Year Inspection	Total
City Hall building	$452.00	$938.00	$ 1,390.00
Public Safety building	$370.00	$955.00	$ 1,325.00
Fire/Police Training building	$247.00	$708.00	$ 955.00
CNG Building	$247.00	$708.00	$ 955.00
Fire Station 1	$247.00	$708.00	$ 955.00

Building	Per Service	X	Total Bid
Senior Center – Hood	$ 277.00	2	$ 544.00
Public Safety building clean agent system	$ 350.00	2	$ 700.00
City Hall Data room clean agent system	$ 350.00	2	$ 700.00
		Total Bid	$7,524.00
Note: PROPOSAL CALLS FOR PREVAILING WAGE			

*$15 554.

*Error calculation

Unit Prices: To be applied if the City requires and authorizes service, emergency call back services or overtime work not included in this contract, the City will compensate the Contractor for labor at prevailing wage at these (single time rates) and other pre-approved costs.

a)	Technician Hourly Rate	$ 105.00
b)	Technician Hourly Overtime Rate	$ 135.00
c)	Parts Percentage markup	$ 30%

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

Early Pay Discount
A 0 % discount is offered for payment within 15 days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? Yes No
If yes, number: 501190

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

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

Name:	Larry Bonadelle
Phone Number:	(559)233-2008
Fax Number:	(559)233-2009
Cell Number:	(559)500-9221
Email Address:	lbonadelle@hcisystems.net

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

Compliance
Bidder, have you complied with the specifications, terms and conditions of this Proposal?
Yes ___ NO ✓

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

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. 1,
Bidder acknowledges receipt of ADDENDUM NO. 2,
Bidder acknowledges receipt of ADDENDUM NO. 3,

Terms
- Proposals shall be valid for sixty days following the Proposal opening.

Nondiscrimination Clause

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

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

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

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

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

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

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service.

All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

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

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

(If applicable)
Contractor's License No. 905493 Expiration Date: 2.28.2018

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

Department of Industrial Relations registration number: 1000000046

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

HCI Energy
Company Name

CFO
Signature of Authorized Representative

26-1656639
Federal Tax ID Number

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

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Betty Gonzalez
PURCHASING COORDINATOR
bgonzalez@turlock.ca.us

MUNICIPAL SERVICES
PURCHASING DIVISION

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

REQUEST FOR PROPOSAL

BID NO. 16-326

FIRE SPRINKLERS AND SUPPRESSION SYSTEM INSECTIONS
AND
REPAIRS AND MAINTENANCE SERVICES
OF
CITY OF TURLOCK BUILDINGS

AMENDMENT NO. 1

DATED ISSUED: MARCH 14, 2016

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

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

Administrative Services Purchasing Division, City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-2096 • Fax (209) 668-5695
Email: bgonzalez@turlock.ca.us

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TURLOCK
ADMINISTRATIVE SERVICES PURCHASING DIVISION
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454
(209) 668-2096

REQUEST FOR PROPOSAL NO 16-326
RFP AMENDMENT NO. 1
PAGE NO. 1
RFP DUE DATE: APRIL 4, 2016, AT 3:00 LOCAL CALIFORNIA TIME
RESPONSIBLE CONTRACT OFFICER: BETTY GONZALEZ

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

FIRE SPRINKLERS AND SUPPRESSION SYSTEM INSECTIONS AND REPAIRS AND MAINTENANCE SERVICES OF CITY OF TURLOCK BUILDINGS

All bidders must submit their bid proposal on or before April 4, 2016, at 3:00 p.m. Local California time, due to clarification in the specifications, as follows:

The following requirements has been added to Section 1, page 9 to paragraph 1.6, entitled "Performance" to be include in this section:

California Health and Safety Code Sections 13195-13199
California Code of Regulations, Title 19 Chapter 5 Automatic Fire Extinguisher Systems

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

Signature: [signature] Date: 3.22.16	Company Name: HCI SYSTEMS INC.
Type Name & Title: BILL MOORE GEN. MGR	Address: 4720 W. BARHEDR #108
E-mail address: BMOORE@HCISYSTEMS.NET	City: FRESNO State: CA Zip: 93722

5Q

City Council Synopsis
June 14, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting the single proposal submitted in response to RFP 16-350, for completion of a Citywide Total Compensation Study, pursuant to Turlock Municipal Code §2-7-09(c)(4)

Motion: Authorizing issuance of RFP 16-366 with revised timeline and scope of work, for completion of a Citywide Total Compensation Study

2. DISCUSSION OF ISSUE:

The Turlock City Council adopted Resolution No. 2014-200 at the December 9, 2014 Council Meeting. Resolution No. 2014-200 provides that the City of Turlock will conduct a citywide total compensation study of both represented and unrepresented employees with a goal to have the study completed on or about January 2017.

The Fiscal Year 2015-2016 adopted budget contains a $40,000 appropriation for completion of a citywide total compensation study to be conducted by an independent consultant/vendor. Staff prepared and issued a RFP (Request for Proposal) on April 7, 2016, inviting qualified consultants/vendors to submit cost proposals for completion of a Citywide Total Compensation Study.

Staff received one response to the RFP from Arthur J. Gallagher & Co. in the amount of $59,500. Staff reached out to the five non-responding consultants/vendors inquiring as to why they didn't submit a proposal and received feedback that the timeline was too short to complete the scope of work as outlined in the RFP.

Staff has revised the RFP, lengthening the timeline for completion and removing a few nonessential items in the scope of work with the intention of receiving multiple competitive bids. The revisions to the scope of work will not affect the intended final work product.

OK for Agenda

Staff is requesting City Council reject the single proposal received in response to RFP 16-350 pursuant to Turlock Municipal Code §2-7-09(c)(4) due to the proposal exceeding the budgeted amount of $40,000 and authorize the issuance of RFP 16-366 which contains a modified timeline and revisions to the scope of work.

3. BASIS FOR RECOMMENDATION:

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

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

1. Foster innovation and promote positive change.

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $40,000 for completion of a citywide total compensation study exists in the adopted Fiscal Year 2015-2016 budget. The appropriation is budgeted in 110-10-112-43014. Due to the timing of the new RFP, staff will be requesting the carryover of the funds currently budgeted to the 2016-17 budget at the time the contract is awarded.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Award bid to Arthur J. Gallagher & Co. and direct staff to return with a budget amendment to increase the appropriation for the citywide total compensation study by $19,500.

REQUEST FOR PROPOSAL
16-366

for

Citywide Total Compensation Study

RFP Posting Date
June 15, 2016

RFP Due Date
July 22, 2016
3:00 P.M.

To: Administrative Services Dept.
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380-5454
(209) 668-5542, ext. 1104

CITY OF TURLOCK

REQUEST FOR PROPOSAL

Citywide Total Compensation Study

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ATTACHMENTS:

SAMPLE PROFESSIONAL SERVICES AGREEMENT ..... A

CITY OF TURLOCK
REQUEST FOR PROPOSAL
Citywide Total Compensation Study

I. INTRODUCTION

The City of Turlock ("City") invites proposals from qualified, professional consultants ("Consultant") to complete a Citywide Total Compensation Study for both represented and unrepresented fulltime employees.

II. BACKGROUND

The City of Turlock was incorporated in 1908. Located in the heart of California's fertile Central Valley, situated between Sacramento and Fresno with a population of over 71,000 residents. Turlock is the second largest city covering a 16.6 mile area in Stanislaus County which is considered the third richest agricultural county in the United States. The City of Turlock is a general law city that operates under the Council/Manager form of government.

The City of Turlock is a full service city with over 326 fulltime employees. The compensation study will be for the following employee groups: Turlock City Employees Association, Turlock Associated Police Officers, Turlock Fire Fighters Local #2434, Turlock Management Association – Public Safety, management and confidential employees.

The last time the City conducted a citywide compensation study was in 1995. A Management Classification Study was conducted in 2001. The Turlock City Council adopted Resolution No. 2014-200 on December 9, 2015 to have a comprehensive total compensation study completed for unrepresented employees and all bargaining groups who want to participate. The goal is to present the completed Study to City Council by January 2017.

III. INSTRUCTIONS TO CONSULTANTS

RECEIPT AND OPENING OF PROPOSALS

Proposals will be received in the Administration Office until **3:00 p.m. on May 6, 2016.**

At the Consultant's option, proposals may be submitted via email to kjacobs-hunter@turlock.ca.us OR an envelope containing one (1) executed original and three (3) signed copies of the proposal that must be sealed and addressed to: City of Turlock, Administrative Services, 156 S. Broadway, Suite 230, Turlock, California 95380-5454, Attention: Kellie Jacobs-Hunter, Administrative Services Director. The envelope must show the Consultant's name and address; and must clearly be labeled **"RFP – Citywide Total Compensation Study."**

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Proposal results will be available after proposals have been reviewed.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The Consultant or the Consultant's authorized agent must sign such request.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any Consultant orally. Consultants are not to contact any individual other than the Administrative Services Director.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible Consultant whose proposal best meets the needs of the City. The successful Consultant will enter into a Professional Services Agreement (Attachment A) with the City incorporating all prescribed requirements and conditions of this Request For Proposal. If the successful Consultant refuses or fails to execute the Professional Services Agreement (Attachment A), the City may consider the next most qualified Consultant. The City shall be the sole judge as to the successful Consultant.

The City reserves the right to reject any or all responses to this Request for Proposal ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Consultant may be asked to make an oral presentation as part of the evaluation process. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, Consultant may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of Consultants found not to be qualified may be rejected.

EXECUTION OF CONTRACT

The City will mail a Notice of Award, enclosing the Professional Services Agreement to the successful Consultant. The Professional Services Agreement shall be signed by the successful Consultant and returned with a copy of the Consultant's certificate(s) of insurance within five (5) calendar days after the Consultant receives the Notice of Award.

The Professional Services Agreement shall cover a period sufficient to complete the required study.

PUBLIC RECORDS

All proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.) are public records, and as such may be subject to public review. However, the proposals shall not be disclosed until negotiations are complete and recommendation for selection and award is made by the City Manager or Mayor of the City.

If a Consultant claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, a price proposal to a public agency is not a trade secret.

Questions regarding this RFP shall be directed to:

City of Turlock
Administrative Services
Attn: Kellie Jacobs-Hunter
156 S. Broadway, Suite 230
Turlock, CA 95380-5454
Email questions: kjacobs-hunter@turlock.ca.us
Office: (209) 668-5542, ext. 1104

IV. GENERAL TERMS AND CONDITIONS

A. The City shall not be liable for any expenses incurred by any Consultant prior to issuing the contract.

B. The selected Consultant will be required to sign and be bound by a Professional Services Agreement (Attachment A). Consultant must meet all insurance requirements listed in the Professional Services Agreement (Attachment A).

V. SCOPE OF SERVICES

The objective of this proposal is to solicit competitive proposals from qualified consultants to perform the following tasks:

Total Compensation Study – shall include but not limited to:

a. Develop an expansive list of 14-16 regional cities, including cities that have not been traditionally utilized by City of Turlock as potential comparable agencies.
b. Conduct a preliminary study of the identified 14-16 regional cities and determine which represent most closely to City of Turlock (i.e. eliminate those that aren't "full service" cities).
c. Meet and consult with appropriate bargaining units to reach agreement on a final list of 8-10 comparable cities to utilize in the Study from the original expansive list of 14-16 cities. This will include an explanation to the groups of the specific methodology (i.e. articulable factors) used to determine which represent most closely to City of Turlock.
d. Conduct a comprehensive total compensation survey, including benefits, using the final list of comparable agencies as agreed upon by bargaining units, using not only job titles, but duties and responsibilities based upon the classification specifications from the City of Turlock.
e. Survey 60 to 70 classifications as selected by City and bargaining units.
f. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship guidelines.
g. Present draft results of the survey to management and bargaining units in a group meeting.
h. Present final compensation report to the City Council.

ACTION DATES

The following is an outline of the anticipated schedule for the proposal review, contract award and the study. *Schedule is tentative and subject to change*:

Date	Activity
June 15, 2016	Issuance of RFP for Citywide Total Compensation Study
July 22, 2016	Closing date of RFP
July 25 - 29, 2016	Review RFP's , check references, select firm
August 9, 2016	City Council awards Professional Services Agreement
Week of August 15, 2016	Kick-Off meeting with City
August 15 – November 30 , 2016	Conduct Compensation Study
December 2016	Present draft results to City and bargaining groups
January 10, 2017	Presentation to City Council
January 20, 2017	Final Study issued

QUALIFICATIONS

The Consultant should have extensive knowledge of the laws and practices relating to employee compensation in a municipal government setting. To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to institutions similar in size and complexity to the City.

COMPENSATION

Payment by the City for the Citywide Total Compensation Study will be made only after the services have been performed and an invoice is submitted in a form specified by the City. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, no more than thirty (30) days after receipt of the invoice.

VI. CONTENT OF PROPOSAL

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number.

1. **Proposed Summary** – a synopsis, prepared for management review, covering the salient features of the proposal including overall costs, conclusions and general recommendations in a summary format.

2. **Scope of Work** – a detailed breakdown and description of the specific steps, services and study products to be provided as a result of the Scope of Work listed in this RFP.

3. **Consulting Firm Profile** – a brief introduction, limited to no more than six (6) typewritten pages, describing the firm's organization and services. An organization list identifying key executives and/or staff who would be assigned to this project as well as their professional experiences, qualifications, responsibilities and functions should be included as well. Promotional literature and any other relations documents should not be included.

4. **Cost Proposal** – Provide an itemized cost proposal by activity to provide the services as outlined in the Scope of Work. All activities should include a "not to exceed" amount as well as a per-unit fee schedule for reimbursable expenses. Reimbursable expenses may include travel, advertising, long distance phone charges, printing, postage and other direct expenses that may be approved by a designated representative of the City.

5. **Project Completion Schedule** – the proposed implementation schedule to include specific milestones.

6. **Client References** – a list of at least five (5) recent consulting clients, including the organization, contact person, address, telephone number, fax number and brief description of the compensation/classification services provided. California governmental agencies preferred.

ATTACHMENT A

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and

_____
for
Citywide Total Compensation Study

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for a Citywide Total Compensation Study; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit _ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit _ and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed _____ and ___/100ths Dollars ($_____). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective _____ and end _____, subject to CITY's availability of funds.

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

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

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: _____
_____
_____
PHONE: _____
FAX: _____

for CITY:
CITY OF TURLOCK
ATTN: KELLIE JACOBS-HUNTER
ADMINISTRATIVE SERVICES
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1104
FAX: (209) 668-5668

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

Kellie Jacobs-Hunter
Administrative Services
156 S. Broadway, Suite 230
Turlock, California 95380-5456
Telephone: (209) 668-5542, Ext. 1104
E-mail: kjacobs-hunter@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Gary Hampton, 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

RECEIVED
MAY 5 2016
City of Turlock
Administrative Services

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CLAIM FORM

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

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

CLAIM AGAINST: City of Turlock - Fire Department
(Name of Entity)

Claimant's name: Jennifer L. West

SS#: _____ **DOB:** 09-27-1949 **Gender:** Male ___ Female ✔

Claimant's address: 964 Woodland Drive, Turlock, CA 95382

Claimant's Telephone Number(s): (209) 380-6884

Address where notices about claim are to be sent, if different from above: Law Office of Brent L. Bixby, 1130 Fourteenth Street, Modesto, CA 95354

Date of incident/accident: November 12, 2015

Date injuries, damages, or losses were discovered: November 12, 2015

Location of incident/accident: E. Main Street in the City of Turlock

What did entity or employee do to cause this loss, damage, or injury? Claimant was stopped waiting for pedestrian to cross street in crosswalk when she was rear-ended by defendant. See attached police report.
(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)? Matthew Campos was operating a city vehicle during his course of employment with the City of Turlock Fire Department.

What specific injuries, damages, or losses did claimant receive? Claimant sustained injuries to neck, back, left leg, and left shoulder and is still receiving treatment for her injuries and damages to her vehicle.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

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

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

How was this amount calculated (please itemize)? The undersigned representative believes this claim to fall in the unlimited division of the Superior Court, i.e., exceeding $25,000.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: May 2, 2016 **Signature:** Brent L. Bixby

If signed by representative:

Print Representative's Name Brent L. Bixby Telephone (209) 578-0900

Address 1130 Fourteenth Street, Modesto, CA 95354

Relationship to Claimant Attorney for Claimant, Jennifer West

March 2014

M.R.H.

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LAW OFFICE OF
SANJAY S. SCHMIDT

TEL. (415) 563-8583
FAX (415) 223-9717

1388 SUTTER STREET, SUITE 810
SAN FRANCISCO, CA 94109

E-MAIL ADDRESS
ss@sanjayschmidtlaw.com

RECEIVED
MAY 16 2016
City of Turlock
Administrative Services

May 13, 2016

VIA FACSIMILE, EMAIL, and PRIORITY US MAIL

RE: GOVERNMENT CODE § 910 CLAIM AGAINST THE CITY OF TURLOCK
(Gov. Code, § 910 et seq.)
& SUPPLEMENTAL DEMAND FOR PRESERVATION OF EVIDENCE

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

Dear City of Turlock:

Notice is hereby given of a Government Code § 910 claim by **Mr. Randy Allen Beavers, 2324 Gala Court, Turlock, CA 95382**, against the City of Turlock.

ADDRESS WHERE CORRESPONDENCE SHOULD BE SENT: Notices pertaining to Mr. Beavers's claim are to be sent to the **Law Office of Sanjay S. Schmidt, 1388 Sutter Street, Suite 810, San Francisco, CA 94109**.

CIRCUMSTANCES GIVING RISE TO CLAIM: The date, place, and other circumstances giving rise to this claim are as follows:

1. On or about November 22, 2015, City of Turlock Police Department Officers Gregory W. Roton (#5749) and Dustin M. Ferreira went to Mr. Beavers' home and contacted Mr. Beavers.
2. Based on the conduct of the officers, Mr. Beavers exercised his right to terminate his encounter with the police and expressed disapproval of the unprofessional way in which they were conducting themselves. One of the TPD Officers physically prevented Mr. Beavers from returning back into his residence.
3. In the course of their contact with Mr. Beavers, the Turlock police officers indicated they intended to arrest Mr. Beavers. The officers retaliated against Mr. Beavers for his exercise of his First Amendment rights. In the course of their constitutionally violative conduct, Turlock police officers needlessly and inappropriately used force on Mr. Beavers.
4. Officers Roton and Ferreira handcuffed Mr. Beavers, wrongfully arresting him.
5. Officer Gonzalez arrived and was in a position and had time to stop the wrongful arrest, but failed to do so, rendering Officer Gonzalez liable as an integral

participant.

6. Officer Gonzalez took the arrested Mr. Beavers and placed him into a patrol vehicle.
7. While in the patrol vehicle, Mr. Beavers was experiencing serious pain in his shoulder and asked that the handcuffs be moved to the front of his body, but Ofc. Roton refused to do so.
8. Both Officer Roton and Officer Ferreira were co-participants in the violations committed by one another and, with respect to any violations committed by one, the other was close enough and had sufficient time to stop the violations, but failed to do so. As such, they both failed to intervene and are liable for both their own violations and as integral participants of each others' violations.
9. Mr. Beavers was taken to the Stanislaus County Jail and booked.
10. Mr. Beavers was diagnosed with a variety of injuries and continues experience pain and other harms and losses due to these injuries. The extent of Mr. Beavers's physical injuries is still being assessed by medical professionals.
11. **This claim could give rise to state law causes of action under the following principles/legal theories**:
    i. The "Bane Act" – Civil Code Section 52.1 (b), including, but not limited to, constitutional violations based on:
        1. False Arrest;
        2. First Amendment – Freedom of Speech violations;
        3. Excessive force;
        4. Violations of Claimant's rights under Civil Code section 43; and,
        5. All other bases, inferable from the current known facts or facts ascertained later.
    ii. Assault and Battery;
    iii. Negligence;
    iv. Failure to Summon Medical Care – Gov. Code, § 845.6;
    v. Negligent Hiring/Supervision;
    vi. Intentional Infliction of Emotional Distress;
    vii. False Imprisonment and False Arrest;
    viii. Trespass;
    ix. Violations of the California Constitution, including, but not limited to Article I, § 13;
    x. Civil Code §§ 51, 51.7, 52.1, 52, 54, and 54.1 et seq.; and,
    xi. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, the age or condition of the Claimant, or any other facts, as reflected in the documents and records on file at present or from facts not yet known.

12. **This claim could give rise to federal law causes of action under the following principles/legal theories:**
    i. 42 U.S.C. §§ 1983 and 1988; and,
    ii. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, as reflected in the documents and

records on file at present or from facts not yet known.

GENERAL DESCRIPTION OF DAMAGES: A general description of the damages, as far as they are known at the time this claim is being presented, includes, but is not limited to, the following:

a. Monetary damages;
b. Medical Expenses (Past & Future);
c. Any and all other Special Damages;
d. Loss of Liberty;
e. Pain and Suffering;
f. Emotional distress and all related general damages.

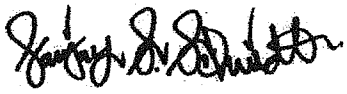
NAMES OF PUBLIC EMPLOYEES CAUSING INJURY, IF KNOWN: At the time this claim is being presented, the names of the City of Turlock employees whose tortious and constitutionally violative conduct gave rise to this claim include, but may not be limited to[1] the following: Gregory W. Roton, Dustin M. Ferreira, and Gabriel Gonzalez.

This claim would not be a limited civil case, based on the amount claimed.

If you require clarification or supplemental information regarding the foregoing claim information in order to process, file, and otherwise fully consider this claim, please provide notification by U.S. Mail or telephone to the address and/or phone number above, at your earliest opportunity. It will be assumed that no additional information is needed, if no such notification is provided. Thank you for your time and attention to this matter.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT



Sanjay S. Schmidt

[1] The City of Turlock will be presumed to be on constructive notice of this claim as it relates to any employees not expressly listed herein, since the City has direct access and control to the relevant documentation concerning the incident underlying this claim. The City, thus, already has constructive and actual knowledge of the identities of the responsible employees.

SUPPLEMENTAL (SECOND) DEMAND FOR PRESERVATION OF EVIDENCE[2]

Re: Request to Preserve All Evidence Concerning or Relating to the Detention and Arrest of Randy Beavers on or about 11/22/15

Please take notice that, **as demanded already** on February 4, 2016, we are hereby, again, demanding that you and your department preserve, in their original format, all documents, tangible things, and **electronically stored information** ("ESI") concerning or in any way relating to or depicting **RANDY ALLEN BEAVERS, Booking # 1382235 (DOB: 05/09/82)**, on **11/22/15. Please take notice of your duty to preserve any and all of the following documents, materials, and data.** The term "INCIDENT," "incident," or "Incident," as used herein, means any and all interaction with the CITY OF TURLOCK ("City") and Randy Beavers on or about 11/22/15, including, but not limited to, the detention and arrest of Mr. Beavers, as well as the force used on him, and all subsequent statements, reports, notes, ESI, or communication concerning Randy Beavers in any way.

Please take notice that, as the CITY OF TURLOCK was notified of previously, Plaintiff will be seeking ESI discovery in this case. Plaintiff's discovery requests will encompass all record storage systems (both hard-copy and electronic) and both personal and business communication devices, including, but not limited to, cell phones, Personal Data Assistants, and other devices, as well as public and private email accounts and communication, text messages, and any other mediums of communication or data.

Plaintiff's ESI discovery requests, will include all **text messages** (whether on City of Turlock issued phones **or** personal phones), **social media postings, responses, or other material** concerning or in any way relating to the Plaintiff, the Incident, this lawsuit, or any issue raised by the lawsuit. **AS YOU WERE NOTIFIED OF BEFORE, YOU MUST IMMEDIATELY TAKE ACTION TO PRESERVE ALL SUCH Electronically Stored Information.**

Plaintiff's ESI discovery requests will also include all communications by or between all officers or other CITY OF TURLOCK employees, **as well as all communications by or between any Defendants and other Defendants or any employees, agents, supervisors, or principals of any Defendant and other Defendants or their agents, employees, supervisors, or principals etc.**

This Demand for Preservation of Evidence encompasses both personal and business communication devices, including, but not limited to cell phones, Personal Data Assistants, and other devices, as well as public and private email accounts and communication, text messages, and any other mediums of communication or data.

Demand is again hereby made to the CITY OF TURLOCK AND ALL OF ITS EMPLOYEES to preserve all evidence and records related to this INCIDENT and any

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[2] This Demand for Preservation of Evidence was already served via facsimile and US Mail, on February 4, 2016.

investigation of this incident, including, but not limited to:

- **ALL PHOTOGRAPHS;**
- **ALL VIDEOS;**
- **ALL TEXT MESSAGES;**
- **ALL DISPATCH LOGS AND RECORDINGS;**
- **ALL EMAILS;**
- **ALL SURVEILLANCE FOOTAGE INSIDE OF THE JAIL from the beginning of Mr. Beavers's incarceration (his *booking date*), on November 22, 2015 through and including his release**
- **ALL SURVEILLANCE FOOTAGE INSIDE (if and where available) <u>and</u> OUTSIDE OF ALL CELLS where Beavers was housed;**
- **ALL SURVEILLANCE FOOTAGE in all COMMON AREAS depicting Mr. Beavers from the beginning of his incarceration to his release**
- **ALL SURVEILLANCE FOOTAGE inside of the GARAGE AREA, INSIDE OF THE INTAKE AREA, or ANYWHERE ELSE that depict Mr. Beavers at any time;**
- **All "writings";[3]**
- **All Portable Video Recording System Recordings, Files and Meta-Data ("PVRS");**
- **Dispatch tapes; Dispatch recordings;**
- **All other recordings of any type;**
- **All other Video recordings;**
- **Photographs;**
- **Physical evidence;**
- **CAD reports and information;**
- **Incident reports;**
- **Field Contact Cards;**
- **Arrest reports;**
- **Use of force reports;**
- **Incident Reports;**
- **Medical Logs;**
- **Watch Logs;**
- **Activity Logs;**
- **Monitoring Logs;**
- **Medical records;**
- **Any Taser records, including all Taser dataport logs and data;**
- **Physical property;**
- **All investigation records, including investigators' notes, emails, text messages, Mobile Dispatch Center correspondence, Mobile Dispatch Center printouts;**
- **All electronically stored information, electronic documents, statements, notes, correspondence, and memoranda;**
- **<u>ALL RECORDS OF Communications, including, but not limited to:</u>**
    - **911 call tapes**
    - **Incoming and outgoing police radio communications**
    - **Command communications between all officers**

[3] The term "Writings" used herein is to have the broadest possible definition as set forth in California Evidence Code § 250 and Rule 1001 of the Federal Rules of Evidence.

- **Dispatch recordings**
- **Police radio runs**
- **Radio to radio communications**
- **All communications to and/or from any medical providers, emergency services, or other hospitals/medical facilities;**
- **Texts and/or emails to and/or from any and all CITY OF TURLOCK employees concerning or in any way relating to RANDY BEAVERS or the INCIDENT;**
- **Texts and/or emails to and/or from or to any CITY OF TURLOCK employees who texted and/or emailed those employees concerning or in any way relating to the INCICDENT;**
- **Texts and/or emails to and/or from or to any police officers at the scene as well as officers and/or CITY OF TURLOCK employees who texted and/or emailed those officers;**
- **All communications, texts and/or emails concerning the INCIDENT or RANDY BEAVERS between any employee of the CITY OF TURLOCK to and/or from the Stanislaus County District Attorney's office, with any Stanislaus County Sheriff's Department employee and/or Stanislaus County Jail personnel; and,**

- **All things related to or concerning in any way the INCIDENT referenced above.**

<u>You are required to preserve all such recordings described above pursuant to California Government Code § 34090.6.</u>

- **Any other** <u>Photographs and/or video, including, but not limited to:</u>
  - Digital photographs and/or video whether it be on cell phones or with officially (or non-officially) or privately issued video or digital cameras;
  - Dashboard cameras and/or video from cameras attached or mounted on police vehicles for all on-scene vehicles.

Often this evidence can be overwritten if special steps are not taken to preserve it. You and/or your department are obligated to make any necessary changes to your retention strategies to preserve all relevant information. In this case, we are requesting that you immediately save the video images and all other digital or analog files, whether by downloading them, or burning them to disc or some other method that is available to you and are demanding that you not allow the video from that date to be overwritten in the normal course of business. *See Zubulake v. UBS Warburg LLC,* 220 F.R.D. 212, 218 (S.D.N.Y.2003).

All Electronically Stored Information ("ESI") including, but not limited to:

- Digital communications (e.g., e-mail, voice mail, instant messaging)
- Word processed documents (e.g., Word or WordPerfect documents and drafts)
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);

- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);
- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,
- Back Up and Archival Files (e.g., Zip, .tar)

Special steps must be taken to secure and preserve all ESI because of the dynamic nature of ESI. The ESI requested to be preserved is for all custodians, including, but not limited to the servers of the different departments within the CITY OF TURLOCK/ TURLOCK POLICE DEPARTMENT, high level officials, police officers and/or CITY OF TURLOCK employees, as well as their phones, laptops, desktops, hard drives and any other storage media, and any other employees of any other agencies not listed that have relevant ESI.

ESI is considered "electronic" if it exists in a medium that can only be read by a computer or other electronic device, including email, web pages, word processing files, audio and video files, images, computer databases, spreadsheets, emails, texts, inter-office communications, intra-office communications, Skype communications, and virtually anything else that is stored on a computing device. Media containing ESI includes, but is not limited to, servers, desktops, laptops, cell phones, hard drives, flash drives, PDAs and MP3 players. The media that is used to store this information includes cache memory, magnetic disks (such as computer hard drives or disks), optical disks (such as DVDs or CDs), magnetic tapes and flash memory (such as "thumb" or "flash drives"), Cloud accounts, drop box accounts, servers, as well as social media accounts. **ESI also includes a file's metadata (electronically stored information about the characteristics of the data), which can include information about the file's origin or validity**.

ESI resides not only in areas of electronic, magnetic, and optical storage media reasonably accessible to you and/or your department, but also in areas you and/or your department may deem not reasonably accessible. You and/or your department are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you and/or your department do not anticipate producing such ESI in any related litigation.

PLEASE TAKE NOTICE THAT THIS DEMAND COVERS PRESERVATION OF INFORMATION IN <u>ALL</u> MEDIUMS AND FORMATS; THUS, IF A DOCUMENT EXISTS AS A HARD-PAPER COPY, BUT ALSO EXISTS IN ELECTRONIC FORMAT, *THIS DEMAND REQUIRES PRESERVATION OF <u>BOTH VERSIONS</u>*.

The demand that you and/or your department preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure that have been approved by the United States Supreme Court (eff. 12/1/06), you and/or your department must identify all sources of ESI you and/or your department decline to produce in any related litigation and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you and/or your department deem reasonably inaccessible **<u>MUST</u>** be preserved in the interim so as not to deprive Mr. Shansoff of his right to secure the evidence or the Court of its opportunity to adjudicate the

issue.

Mr. Beavers may suffer adverse consequences if this Demand to Preserve Evidence is ignored. **Destruction of evidence "*in anticipation of a discovery request*" exposes the destroying party to a wide range of sanctions.**

Federal law imposes a duty to preserve critical evidence before litigation begins or before a discovery request. This duty **requires** a litigant to preserve what it knows, or reasonably should know, will be critical evidence in a pending action or one in the offing. *See Anheuser-Busch, Inc. v. Natural Beverage Distributors*, 69 F.3d 337, 348 (9th Cir. 1995); *Leon v. IDX Systems Corp.*, 464 F.3d 951, 958 (9th Cir. 2006); *Wm. T. Thompson Co. v. General Nutrition Corp.*, 593 F.Supp. 1443, 1156 (C.D. Cal. 1984).

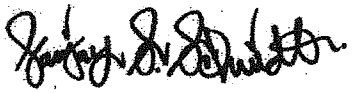
Also, if you believe another department, agency, or municipality has custody, control, or possession of any documents, recordings, or ESI that is explicitly or implicitly referenced above, we hereby demand you notify them of this request and that you take reasonable steps to secure such documents, recordings, or ESI.

Please confirm, in writing, the existence of any evidence pertaining to the incident, provide a written description of that evidence, and acknowledge, in writing, your and/or your department's duty to preserve that evidence. If you fail to acknowledge this request in writing and set forth the description of evidence that will be preserved, we will presume any and all evidence described directly or inferentially above will be preserved in accordance with this letter.

If you have any questions about the recordings, documents or items at issue, please contact attorney Sanjay S. Schmidt (address and telephone number listed above) before destroying any tapes, recordings, documents, evidence, writings or items that have been requested or that may relate to this incident.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT



Sanjay S. Schmidt

PROOF OF SERVICE BY MAIL
(Code of Civ. Proc., §§ 1013, subd. (a), 2015.5)

RE: GOVERNMENT CODE § 910 CLAIM AGAINST THE CITY OF TURLOCK
(Gov. Code, § 910 et seq.)
& SUPPLEMENTAL DEMAND FOR PRESERVATION OF EVIDENCE

I declare that:

I am employed in the County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled cause; my business address is 1388 Sutter St., Suite 810, San Francisco, California 94109.

On **May 13, 2016**, a **courtesy copy** of the attached **GOVERNMENT CODE § 910 CLAIM & SUPPLEMENTAL DEMAND FOR PRESERVATION OF EVIDENCE** was served on the **CITY OF TURLOCK**, by **faxing it to the fax numbers set forth below** and emailing it to the City Clerk at the e-mail address below;

On **May 13, 2016**, I served the attached **GOVERNMENT CODE § 910 CLAIM & SUPPLEMENTAL DEMAND FOR PRESERVATION OF EVIDENCE** on the **CITY OF TURLOCK**, by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid in the United States mail at San Francisco, California, addressed as follows:

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

I declare under penalty of perjury that the foregoing is true and correct and that on the date state above, this declaration was executed at San Francisco, California.

Zorana Shepa

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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.

MAY 17 2016

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: Sam Rebleh

SS#: [redacted] **DOB:** 2-14-53 **Gender:** Male ☒ Female ___

Claimant's address: 1160 CLOLLEGE VIEW DR. TURLOCK 95382

Claimant's Telephone Number(s): 209 605 8418

Address where notices about claim are to be sent, if different from above:
SAME AS ABOVE

Date of incident/accident: 3-28-16

Date injuries, damages, or losses were discovered: 3-28-16

Location of incident/accident: 1160 CLOLLEGE VIEW DR Turlock 95382

What did entity or employee do to cause this loss, damage, or injury? POLICE WAS CHASSING THE SUSPECT. DAMGE. FENCE AND SIDE GARGE DOOR
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? UNKNOWN POLICE EMPLOYEE (SEE POLICE REPORT

What specific injuries, damages, or losses did claimant receive? PART OF THE FENCE, SIDE GARAGE DOOR
(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: $900

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

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

How was this amount calculated (please itemize)? DUE ESTIMATE ATTACHED
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 5-17-16 **Signature:** [signature]

If signed by representative:

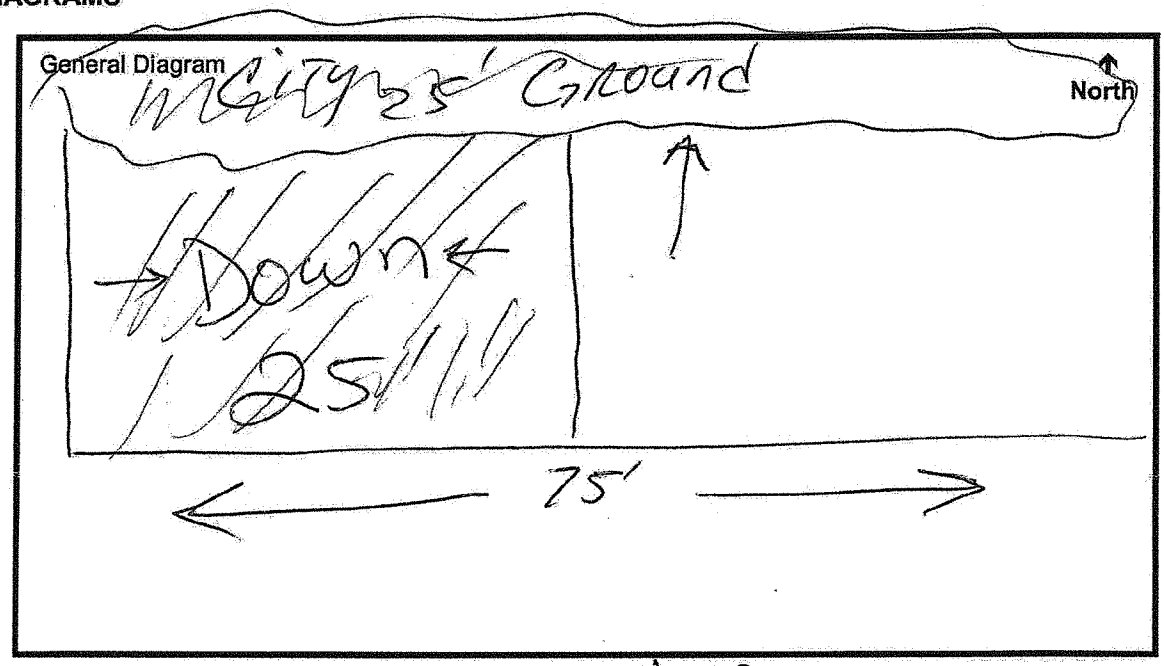
Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

DIAGRAMS

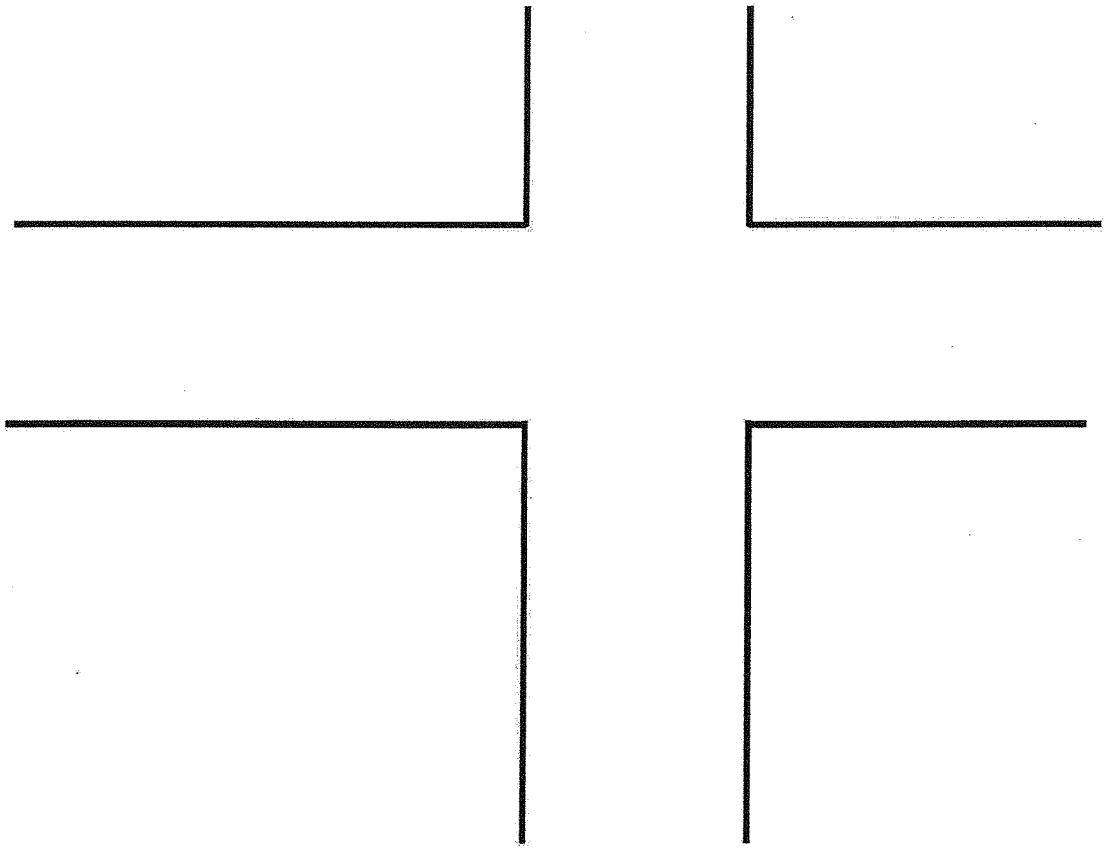
General Diagram



1160 COLLEGEVIEW DR.

Street Incidents

North



PADILLA LANDSCAPING & PAINTING

5432 Roselena Way
Keyes, CA 95328

Phone : (209) 656-8799 License # 1191452

Service Contract

Name: Sam

Address: 1160 college view Dr
Turlock ca

Phone No: (209) 605-8418

This Is an estimate for Replacement of 30ft of Redwood fencing which includes Replacement of side Gate which includes Hinges and padlock for the total Amount of $900.00 including materials and labor Make payment to padilla Landscaping, painting and fencing Repair

7A

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 14-75, "Short Range Transit Plan," is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines

---

Resolution: Adopting a Short Range Transit Plan for Fiscal Years 2016-21, to serve as a strategic planning document for transit-related capital purchases, operations and service evaluations, as required by the Federal Transit Administration and as part of City Project No. 14-75, "Short Range Transit Plan"

Resolution: Approving the renaming of the City of Turlock's transit agency from "Turlock Transit Lines" to "Turlock Transit" with a new logo, vision and design for buses, brochures and publications, as part of a comprehensive marketing and re-branding effort

---

Resolution: Determining adoption of a revised transit fare structure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15273 (Rates, Tolls, Fares and Charges) of the CEQA Guidelines

---

Resolution: Rescinding Resolution No. 2011-045, Passenger Fare Rates for the Turlock Transit System, effective March 1, 2011, and establishing a revised passenger fare structure, effective July 1, 2016, and

OK for Agenda

containing a revision to the City's Public Services Transit Pass Program

---

Resolution: Determining the modification, relocation and signing of bus stops associated with implementing the recommended changes to transit routes and schedules, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) and/or Section 15311 (Accessory Structures) of the CEQA Guidelines

---

Motion: Implementing the recommended changes to fixed-route transit schedules and routes as specified within the completed Short Range Transit Plan, effective January 1, 2017, and authorizing future alterations as necessary to achieve operational and financial goals as defined within the Short Range Transit Plan

2. DISCUSSION OF ISSUE:

Background

Currently the Turlock Transit Lines operates a fixed-route (BLaST) service and dial-a-ride demand-response (DART) service on weekdays from 6:30 a.m. to 6:30 p.m. and on Saturday from 10:10 a.m. to 4:10 p.m. Both services provide service to passengers within Turlock City limits, while DART also provides service to the Turlock-Denair Amtrak station and the community of Denair. In recent years the fixed route service has been plagued with on-time performance issues stemming from a variety of sources. In January 2016, transit staff directed changes in the schedule be made to decrease frequency by moving from 40 minute to 45 minute headways, resulting in greatly improved on-time performance.

Many Turlock residents rely on transit services provided by the City, as well as our regional transit partners such as Stanislaus Regional Transit (StaRT) and Merced's The Bus, to get to work, school, shopping, and medical appointments, in addition to social and entertainment destinations. Many of these residents are senior citizens, students or individuals that are "transit dependent" and do not have alternate modes of transportation readily available. Staff was particularly sensitive to the needs of transit dependent residents throughout the project.

Short Range Transit Plan

A Short Range Transit Plan (SRTP), required by both the Federal Transit Administration (FTA) and the Transportation Development Act (TDA) for public transit operators who receive federal funds, not only helps the City meet regulatory requirements, but also helps develop a strategic plan for achieving transit goals. A SRTP helps the City meet the growing demands within the Turlock Urbanized Area with both its fixed-route and dial-a-ride services.

On September 8, 2015, the City entered into a professional services agreement with Nelson\Nygaard Consulting Associates, Inc. (Consultant), of San Francisco, CA, in an amount not to exceed $99,950 for City Project No. 14-75, "Short Range Transit Plan." The Consultant was tasked with evaluating current transit services, exploring value added services or changes and preparing for future needs within a five-year period.

Throughout the course of the project, the Consultant has demonstrated a clear understanding of the project objectives, operated quickly and efficiently to provide the necessary information requested by City staff and used their industry experience in providing valuable recommendations for consideration by the City. Accordingly, City staff has recommended expanding the scope of the Consultant services to include implementation support services related to marketing, public outreach, a "Try Transit Week" promotion and service evaluations of the proposed changes to the transit system near the end of 2016. These additional services were approved by the City Council as part of Amendment No. 1 to the Consultant's agreement in the amount of $45,205 on April 26, 2016.

An electronic copy of the SRTP is available for public viewing and printing at www.turlocktransit.com. A printed copy of the SRTP is available for public viewing during normal business hours at the Office of the City Clerk, Turlock City Hall, 156 S. Broadway, Ste. 230, Turlock, CA 95380.

Goals and Vision

Early on in the process, City staff shared with the consultant the driving vision that should serve as the foundation for the resulting SRTP:

a. **Sustainability**. The SRTP should provide solutions with long-term sustainability potential, both in terms of financial stability and operational stability in light of increasing efficiency standards. Staff recognized that a short-term fix doesn't truly solve the problem and results in more changes a few years down the road.

b. **Excellence**. Past on-time performance and customer service issues have resulted in a negative view of transit services in Turlock by some riders. It is

critical that we focus on exuding excellence. This includes improving on-time performance and reliability so that passengers can count on transit when they need it, working with our contractor to improve customer service in passenger interactions as needed, and improving the way the City communicates with the riding public through a variety of communication methods.

c. **Innovation**. Innovation is necessary to remain viable in the long-term and attract new riders to help the service grow. This innovation can involve technology enhancements such as automatic vehicle locators that provide real-time data to both dispatchers and waiting riders, as well as program and process enhancements that allow for more effective service delivery.

Public Outreach

Public outreach is a required and vitally important part of the SRTP process. The City and Consultant engaged in a multi-pronged public outreach effort over the course of several months to solicit information from as many stakeholders as possible. Those efforts included:

a. Four public meetings early in the process to inform the public about the project and solicit feedback; and
b. Three public meetings mid-way through the process to propose concepts for the public to consider and provide feedback; and
c. One public meeting to share information and solicited feedback regarding the preferred route alternative and proposed changes to frequency and operating hours; and
d. One final public meeting on June 14, 2016, where a public hearing will be held to provide the public with yet another opportunity to share their thoughts and concerns; and
e. Multiple social media posts which were "boosted" with paid advertising to generate additional exposure and gather additional feedback; and
f. The issuance of a press release regarding the project and contact information related to providing input; and
g. The posting of notices in bus shelters and buses regarding the project and meeting dates, times and locations; and
h. The development and maintenance of a project website at www.turlocktransit.com, where individuals could take a survey, download documents and gather contact information for asking questions or providing feedback.

Many comments were received from the public throughout the process. Those comments helped identify priority focus areas early on in the process, as well as provided guidance along the way. Overall community stakeholders identified the need to have more frequent service, operating more hours of the day, with bi-

directional service to improve direct access to key destinations. The proposed fixed route changes meet each of those requests.

Public feedback is further outlined and detailed within the SRTP.

Turlock Transit

Given the breadth of changes and revised strategic vision proposed under the SRTP, the Consultant recommended the City's transit agency, currently "Turlock Transit Lines," re-brand under simply "Turlock Transit" and City staff concurred with that recommendation. This re-branding effort would include a new logo, color scheme, bus wraps, bus stop signs, as well as all applicable publications and marketing materials. The purpose of the re-branding effort is to signify the changes to service in a visible, practical manner, in an effort to attract new riders, as well as encourage the return of previous riders.

Proposed Changes to Services

Long-term sustainability involves attracting new riders, not just providing service to existing riders, so the needs of both groups were considered during route design. This resulted in less overall geographic coverage, but better, more frequent service.

1. Fixed-route redesign
    a. Reduction in overall coverage, but increased service in primary areas;
    b. Increase from 4 to 6 routes (33% increase);
    c. Bi-directional service for majority of time on most routes;
    d. Reduction in headways from 45 to 30 minutes per run on most routes;
    e. Improved ease-of-use with departures at the top and bottom of each hour;
2. Increased service hours
    a. Increase in mid-week operating hours from 6:30 a.m. to 6:30 p.m. (existing) to 6:00 a.m. to 9:00 p.m. (proposed), which represents a 55% increase;
    b. Increase in Saturday operating hours from 10:10 a.m. to 4:10 p.m. (existing) to 9:00 a.m. to 7:00 p.m. (proposed), which represents a 107% increase;
3. Modifications to locations and signing of bus stops to match new routes

Proposed Changes to Fares

A base fare increase is not recommended at this time.

The combination of fare changes and major service changes would likely have a cooling effect on ridership, right at a time where we are seeking to grow and expand. Existing funding sources are estimated to be sufficient to pay for the estimated operating expenses of the expanded service. A future evaluation of the fare structure, in 6-12 months, is likely once riders have had a chance to get accustomed to the service changes.

The following changes to the transit fare structure on July 1, 2016, are recommended:

1. Elimination of transfer fees ($0.25). This is recommended because the total amount of funding generated from transfers (<$3,000) is not significant in relation to the total annual revenue received; it results in an inconvenience to the passenger and an increased potential they could be "stuck" without transportation part way through their journey if they don't have the required $0.25. This approach is consistent with StaRT and their free transfer policy; and
2. Increase in age for free children. Currently children ages 0-3 are permitted to ride for free with an adult (limit 2 children per adult), but the recommendation is to increase this to ages 0-5, in keeping with standard industry practices of other regional providers.
3. Replacement of "monthly" pass with "31-Day" pass. This change is reflective of the new electronic fareboxes that allow users to activate a 31-day pass at any time and then have a full 31-days of use from that day forward, as opposed to purchasing a monthly pass that was only good for a specific calendar month.
4. Revisions to the City's Public Services Transit Pass Program. Rather than specifying low-income criteria by resolution and having City staff make income determinations for discount passes on an individual basis, City staff is proposing to build on existing relationships with regional social services providers to allow them to make eligibility determinations and distribute passes to qualifying individuals. Turlock Transit would provide a fixed amount of passes to the City's Housing Program Services, which would distribute passes to the appropriate agencies or organizations that serve economically disadvantaged persons within the Turlock area.

Future Revenue Opportunities

1. Value-added partnerships. Funding agreements with local organizations allow the City to generate additional revenue while having little to no effect on operating costs, as the buses would continue along existing routes, but

just carry more riders. The City will continue to seek such partnerships in the future, such as the proposed agreement with ASI; and

2. Commuter Service. A commuter service that made round-trips from Turlock to the Dublin/Pleasanton Bay Area Rapid Transit (BART) station has received a lot of interest from citizens and similar services have proven to have substantial farebox recovery. A successful service could not only financially support itself, but also the rest of the City's fixed-route system in terms of achieving the required farebox recovery ratio; and
3. Advertising. The City maintains a contract with a firm to manage an ad program for the exterior of buses, but would like to expand that program into bus shelters as well. Due to changes in State law in 2015, advertising revenue can now be used to supplement fare revenue, which further helps the City in achieving the required farebox recovery ratio.

After Implementation

Given the breadth of changes, City staff will work with the Consultant to evaluate the effectiveness of the service changes in the weeks and months following implementation. A formal evaluation will be completed within four to six months following the implementation of route and schedule changes to determine what adjustments may be necessary to further resolve issues or enhance transit services.

City staff will continue to move forward on mission-critical, transit-related capital improvement projects, which will have long-term benefits to the City and future passengers. In addition, City staff shall continue to work with other regional transit partners to find ways of making it easier for passengers to use transit throughout the region, such as standardizing policies and practices and exploring the use of a regional transit pass.

Acknowledgments

City staff would like to acknowledge the efforts of Josephine Hazelton, a CSUS student and City volunteer, as well as Kimberlie Orosco of First Transit, who worked with City staff and the Consultant in the spirit of partnership to help achieve project goals in a timely manner.

3. BASIS FOR RECOMMENDATION:

A. A Short Range Transit Plan is necessary to meet federal requirements (23 CFR 450.316) and state requirements (Transportation Development Act) for the continued receipt of federal funding.

B. The Consultant was efficient and thorough throughout the project, which resulted in a high-quality final deliverable.

C. The proposed changes reflect a thoughtful, strategic approach at building the City's transit ridership base and developing a sustainable system for the future.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: Effective Leadership

General Principles:
1. Foster innovation and promote positive change.
2. Provide clear organizational purpose and vision.

Action Item:
3. Develop and communicate clear organizational purpose and vision

Policy Goal # 2: Fiscal Responsibility

General Principles:
8. Strive for interregional cooperation for the benefit of all

Policy Goal # 4: Municipal Infrastructure

General Principles:
3. Transportation infrastructure that serves the needs of the community:
   c. Access to transit and non-motorized options

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
If the proposed changes are implemented, the total fixed route expenses are expected to increase from $811,579 to $1,146,189, representing an increase of $334,610, while the dial-a-ride expenses are expected to increase at a much smaller rate of $458,792 to $475,471. The bulk of the increase in expenses are related to additional routes and service hours to better serve the needs of the traveling public. Half of the proposed increase ($167,305) will be paid with federal operating funds, while the remaining half will be paid with a combination of LTF, STA and local revenue (advertising, fares, etc.).

All of the anticipated revenue, as well as capital and operational costs for implementing the proposed changes in Fiscal Year 2016-17, have been identified in the TDA transit claim provided to StanCOG. This claim was approved by the Transit Cost Sharing Committee and the StanCOG Policy Board. Once the City Council has approved the proposed changes, City staff will implement the proposed changes as previously described on January 1, 2017. Should the City Council not approve the proposed plan, City staff will not implement the proposed changes.

City staff has been involved in discussions with representatives of the Associated Students, Inc. (ASI) of CSUS regarding the adoption of a University Transit Pass Funding Agreement, which would allow all ASI members (CSUS students) to have unlimited use of the fixed route transit system in exchange for annual payments from ASI to the City in the amount of $90,000 per year. The City would provide tiered discounts in the first two years of the five-year term of the agreement. The details of the contractual arrangement are currently under discussion and review.

No General Fund contributions are required or expected. No budget amendment is required, as the transit-related changes proposed in the TDA claim, and reflected in the SRTP, were included in the recent mid-year budget amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

The development and adoption of a Short Range Transit Plan is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines.

The adoption of a revised transit fare structure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15273 (Rates, Tolls, Fares and Charges) of the CEQA Guidelines.

The modification, relocation and signing of bus stops associated with transit route and schedule changes is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facility) and/or Section 15311 (Accessory Structures) of the CEQA Guidelines.

7. ALTERNATIVES:

A. Reject adoption of the Short Range Transit Plan. Staff does not recommend this approach because the Consultant has completed the project requirements as previously adopted and the resulting document has significant value in terms of providing strategic guidance for future transit purchases and operations.

B. Reject the proposed re-branding of the City's transit service to "Turlock Transit" and retain the existing "Turlock Transit Lines" primary name, as well as "BLaST" and "DART" monikers. Staff does not recommend this approach because the breadth of changes to the service provides a perfect opportunity to market a "new" service to attract new and previous passengers.

C. Reject or modify the proposed fare structure changes. Staff does not recommend this approach because the proposed rates strike a good balance between being low enough to encourage more ridership, while high enough to meet required farebox recovery requirements as projected in future years.

D. Reject the implementation of the proposed fixed-route system routes, schedules or operating hours, and maintain the existing four loop fixed route system with existing hours and 45 minute headways. Staff does not recommend this approach because it is not as convenient for the majority of passengers, does not address the primary concerns raised by passengers during multiple public outreach sessions, and is not consistent with the vision established for transit to further attract and engage new riders.

E. Modify the implementation of proposed fixed-route system routes, schedules or operating hours. Staff does not recommend this approach because the recommended changes are based on public input, consultant and City staff expertise, as well as the unique, interrelated challenges associated with each possible change. In addition, ASI members expressed an interest in a funding agreement based on the proposed transit changes. Further modifications could affect their willingness to execute a future funding agreement if the City were to make changes that fundamentally affected service to CSUS.

TURLOCK SHORT RANGE TRANSIT PLAN

Final Report

May 2016

NELSON
NYGAARD

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1 EXECUTIVE SUMMARY

SERVICE OVERVIEW

Bus Line Service of Turlock (BLAST) is a division of the City of Turlock that provides fixed-route bus service in the form of four routes operating on weekdays from 6:30 a.m. to 6:30 p.m. and on Saturdays from 10:10 a.m. to 4:10 p.m. Each route performs a large, one-way loop to provide maximum coverage throughout the city.

Dial-a-Ride of Turlock (DART) is a curb-to-curb service that meets Americans with Disability Act (ADA) requirements for complimentary paratransit within ¾ mile of fixed-route bus service. DART is also available to the general public and offered within city limits, as well as Denair.

The Turlock Regional Transit Center is located east of Golden State Blvd and south of Hawkeye Blvd. The Transit Center opened in 2014 and serves as the start and end point for each fixed-route. Stanislaus Regional Transit (StaRT) and Merced Transit Authority (The Bus) operate regional intercity routes that connect at the Transit Center. The City of Turlock will expand the Transit Center in 2017 by constructing an adjacent building with an indoor customer waiting area, restrooms, meeting rooms, and office space for transit staff.

PLAN PURPOSE AND PROCESS

The purpose of the Turlock Short-Range Transit Plan (SRTP) is to provide a roadmap for improving bus service and expanding transit options in a logical and cost-effective manner. The SRTP includes a series of strategies to simplify and modernize all aspects of transit service. Implementation of the SRTP is expected to increase customer satisfaction, attract new riders and improve the community perception of transit.

It is critical that the SRTP improves the financial stability of transit services by achieving new Transportation Development Act (TDA) farebox recovery (fare revenue to operating cost ratio) requirements, which go into effect July 1, 2016. Due to the recent Urbanized Area reclassification of Stanislaus County, the farebox recovery requirement for the City of Turlock will increase from 15% to 20% and must be met within three years of a major service restructure to retain eligibility for Local Transportation Fund (LTF) and State Transit Assistance (STA) funding.

City of Turlock staff were closely involved throughout the development of the SRTP, which included public outreach to determine the needs and preferences of existing and potential riders. Public outreach consisted of passenger surveys administered on buses and open house public meetings held at the Turlock Regional Transit Center, City Hall, War Memorial Building, and California State University-Stanislaus. A project website and social media were also used to share project information with the community. Feedback provided by riders and interested members of the community was utilized to refine service alternatives and develop final recommendations.

COMPREHENSIVE SERVICE EVALUATION

A comprehensive evaluation of the entire transit system was conducted in order to identify strengths, weaknesses, and opportunities for improvement. Ridership for each route, trip, and bus stop in the system was collected and evaluated to measure the existing service performance. The evaluation process also included operator interviews and extensive field review. The following key findings were identified as part of the comprehensive service evaluation.

Route Design and Service Levels

BLAST routes operate as one-way loops that start and end at the Turlock Regional Transit Center. Loop route alignments are long and indirect, resulting in inconvenient travel times and out-of-direct travel for riders. BLAST routes provide excellent service coverage as most residents live within ¼ mile of a bus stop. Several major streets served by BLAST are duplicated by StaRT bus routes, which negatively impacts BLAST ridership and fare revenue.

The lack of evening service is an issue for employees who work late shifts. A review of peer transit systems revealed that Turlock has significantly shorter hours than Lodi, Porterville, San Luis Obispo, and Vacaville. The existing 40-50 minute headways can result in long wait times for riders and are more difficult to remember than 30 or 60 minute headways. BLAST does not currently operate on Sunday.

Ridership

BLAST ridership has declined slightly over the past two years. Major destinations include Turlock High School, Walmart, Dutcher Middle School, Salvation Army, Pitman High School, downtown Turlock, Target, Safeway, Save Mart, and Walmart Neighborhood Market (Geer). Route D generates nearly twice as much ridership as other routes on weekdays. On Tuesdays, system ridership increases due to the weekly Turlock Sales Yard event.

The highest numbers of Saturday boardings occur along Geer Rd, Countryside Dr, and Olive Ave. Ridership is significantly less on Saturday than on weekdays due to the reduced service span and 80-minute headway that was effective prior to the January 2016 service change.

Schedule Adherence

Poor on-time performance is a major issue impacting customer satisfaction. Riders and bus operators report that delays and missed connections occur frequently due to late buses and vehicle breakdowns. Several operators expressed concerns with routes not having sufficient time to stay on schedule, particularly on school-related trips. However, it should be noted that on-time performance has improved since schedules were adjusted in January 2016.

COMMUNITY FEEDBACK

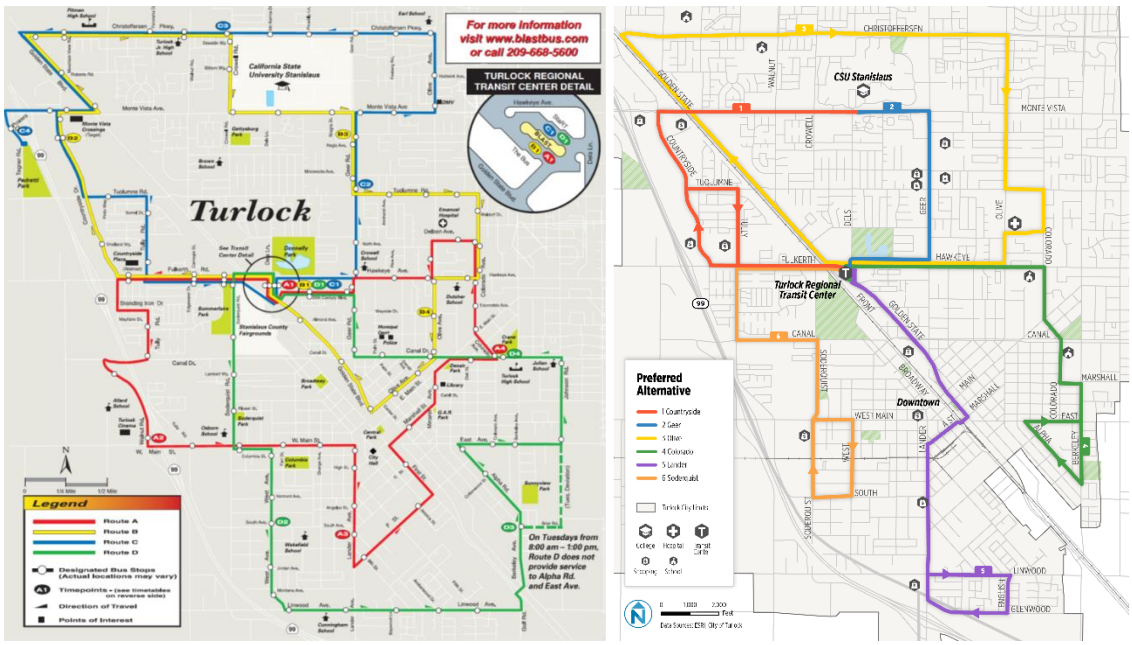
A wide range of comments were expressed throughout the community engagement process. Several existing riders requested later evening service to provide a transportation option for employees working later shifts. Many riders also expressed a need for more frequent service and increased weekend service.

Infrequent riders and non-riders suggested direct routes, improvements to customer information, and innovative technologies as strategies to attract new riders.

SUMMARY OF RECOMMENDATIONS

Findings from the comprehensive service evaluation and community engagement efforts served as a basis for service recommendations, which include a restructure of the entire fixed-route network and rebranding of service as Turlock Transit. The recommended Turlock Transit route network is a significant departure from existing BLAST loop-route system. Recommended route alignments are designed to minimize out-of-direction travel and therefore, reduce customer travel time. Route recommendations also include 30-minute service on four of the six routes to reduce wait times and improve connections with regional routes. Simplified, bi-directional route alignments and schedules have a high probability of increasing ridership by attracting new riders and retaining existing riders. Figure 1 compares the existing BLAST route network and the recommended Turlock Transit route network.

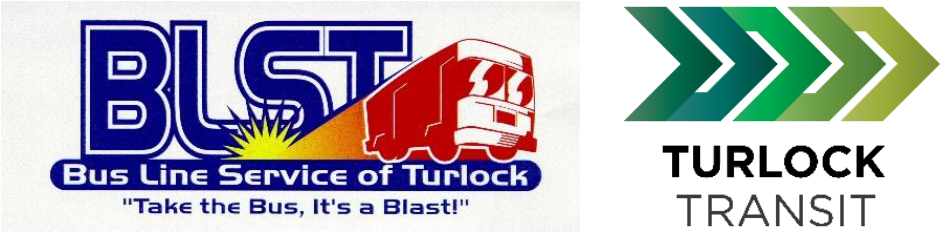
Figure 1 Existing BLAST and Recommended Turlock Transit Route Networks



A series of service expansion recommendations in future years build upon the initial route restructure to provide additional transit options, weeknight service, and extension of Route 3 to Denair and the introduction of commuter express service to the Livermore Altamont Corridor Express (ACE) Station and Dublin/Pleasanton Bay Area Rapid Transit (BART) Station.

The new brand, Turlock Transit, is depicted Figure 2 and recommended in conjunction with implementation of the new route network in order to help redefine transit in Turlock.

Figure 2 Existing BLAST Branding and Recommended Turlock Transit Branding



2 MARKET ANALYSIS

This section focuses on demographic and socio-economic characteristics that affect transit usage in Turlock. The evaluation includes:

- Population density
- Low-income population density
- Households without access to a vehicle
- Renter population density
- Senior population density (age 65 and over)
- Youth population density (ages 10 to 17)
- Disabled population density
- Transit dependency
- Employment density

POPULATION CHARACTERISTICS

Population Density

The distribution and density of population is among the most important factors influencing the viability of transit service because nearly all transit trips require walking to/from the bus on at least one end of the trip. Higher density communities have more people within walking distance of common corridors that might support transit. Together with employment density, population density will determine the success of transit more than any other factor.

The ample population in densely developed areas produces demand for frequent service that increases the attractiveness of transit for riders. However, in less densely developed areas, the overall demand is lower and, consequently, service levels tend to be lower.

Data from the 2010 U.S. Census has been mapped at the block level to illustrate the distribution of population across Turlock (see Figure 3). Areas with the highest residential densities can be found north of downtown (bounded by Geer, Hawkeye, Colorado and Canal), within the Westside of the Turlock, and directly adjacent to California State University-Stanislaus.

Low-Income Households

Data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to map median household income at the census block group unit of analysis. Figure 4 shows the geographic distribution of these household incomes throughout the Turlock area. Areas with a high concentration of low-income households can be found east, west and north of Downtown Turlock.

Vehicle Availability

For self-evident reasons, individuals without access to a vehicle represent a particularly strong market for transit. Identifying households without access to a vehicle helps in identifying areas that are likely to have a significant number of transit-dependent riders.

Data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to identify households who do not have regular access to a vehicle. The geographic unit of analysis for this data is the census block group. Figure 5 shows that the blocks between Carleton Drive, North Denair Avenue, Canal Drive, and East Hawkeye Avenue and the blocks between East Tuolomne Road, East Monte Vista Avenue, Andre Lane, and Geer Road have the highest concentrations of households without access to a vehicle.

Renter Population

Individuals who rent housing accommodations are also more likely to use transit service because they are more likely to live in areas of the city where owning a car is not a necessity. Identifying areas of the city where the renter population is larger than average can help inform routing decisions. Figure 6 shows that the concentration of households that rent their accommodations is highest in the area between East Hawkeye Avenue, Geer Road, Canal Drive, and East Main Street.

Data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to identify rental households. The geographic unit of analysis for this data is the census block group.

Senior Population Density

Older adults (those 65 years and older) are more likely to use transit than the general population because they are more likely to have chosen to stop driving or can no longer drive. Throughout the country, this is a key market for transit, in part because it is increasing so dramatically. Understanding the distribution of older adults is therefore important in identifying areas of more transit-dependent riders.

Data from the U.S. 2010 Census was used to map individuals aged 65+ by census block. Figure 7 shows the geographic distribution of these older adults throughout the Turlock area. The neighborhood around CSU-Stanislaus is home to a large contingent of elderly residents. The area north of the Turlock Regional Transit Center is also home to many seniors.

Youth Population Density

Data from the U.S. 2010 Census was used to map individuals aged 10 to 17 (youths) by census block. Figure 8 shows the geographic distribution of these younger adults throughout the Turlock area. The largest concentration of people under the age of 18 can be found directly adjacent to the hospital between East Tuolomne Avenue and North Avenue. The area around CSU-Stanislaus has a relatively small youth population. It should be noted that most college students are over the age of 18 and will not be included in the youth population density analysis.

Disabled Population Density

Data from the U.S. 2010 Census was used to map individuals with disabilities by census block. Figure 9 shows the geographic distribution of these individuals throughout the Turlock area. The analysis shows that people with disabilities are spatially distributed throughout the city. The density of people per acre with disabilities was much higher in the area between Hawkeye Street, Denair Street, Canal Street, and Colorado Street and in the area between West Main Street, Lander Street, West Avenue, and South Avenue. The analysis revealed that these areas are home to more than 10 individuals with disabilities per acre.

Transit Dependency

The transit dependency index is the combined densities of low income households, zero-vehicle households, renters, people with disabilities, the elderly, and youth at the block group level. The composite index provides insight into which segments of the population have the highest demand for transit service. Transit dependency focuses on residential origins and therefore, does not include non-residential destinations. Figure 10 displays the transit dependency index for Turlock.

Figure 3 Population Density

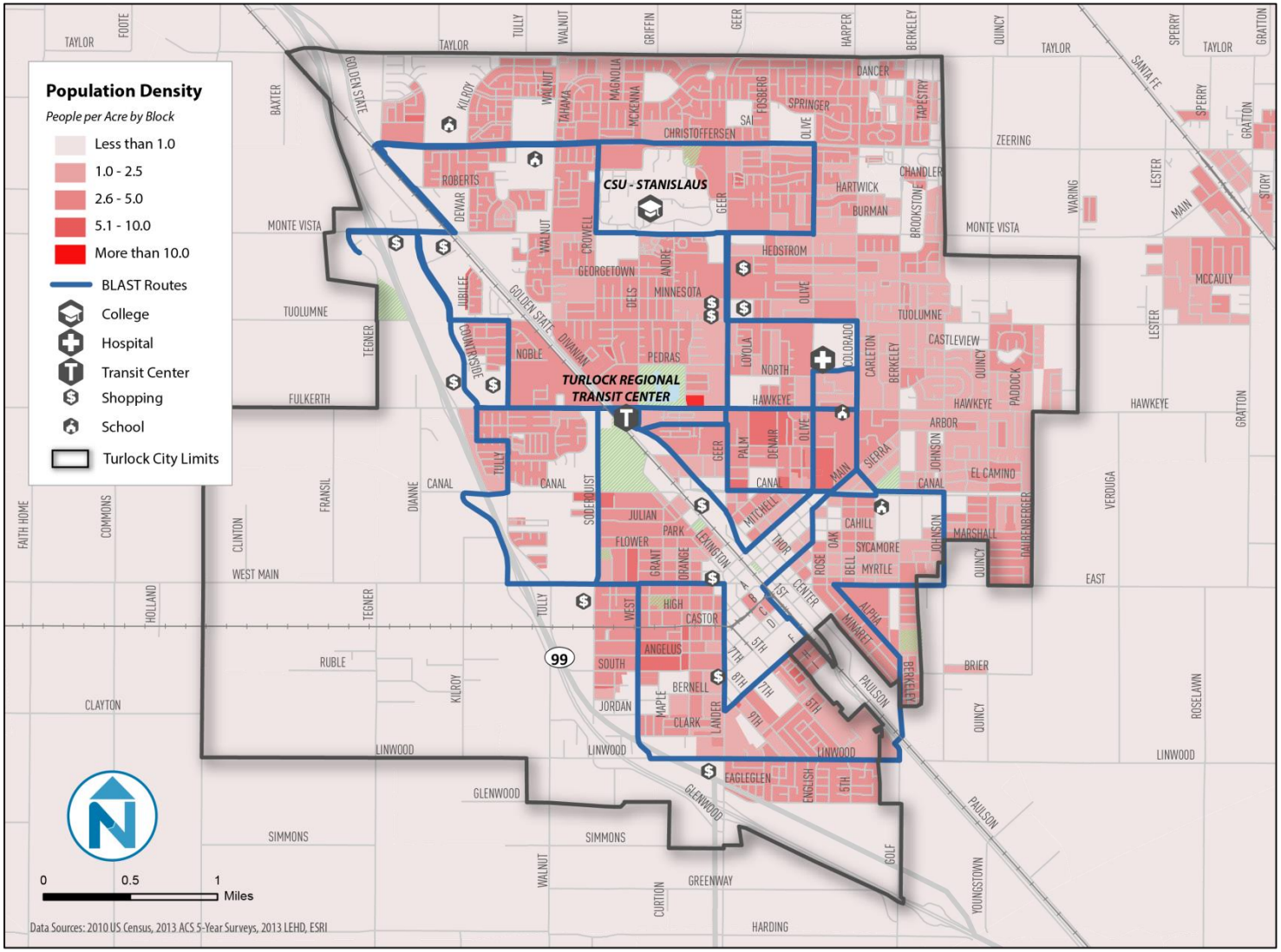


Figure 4 Low-Income Households

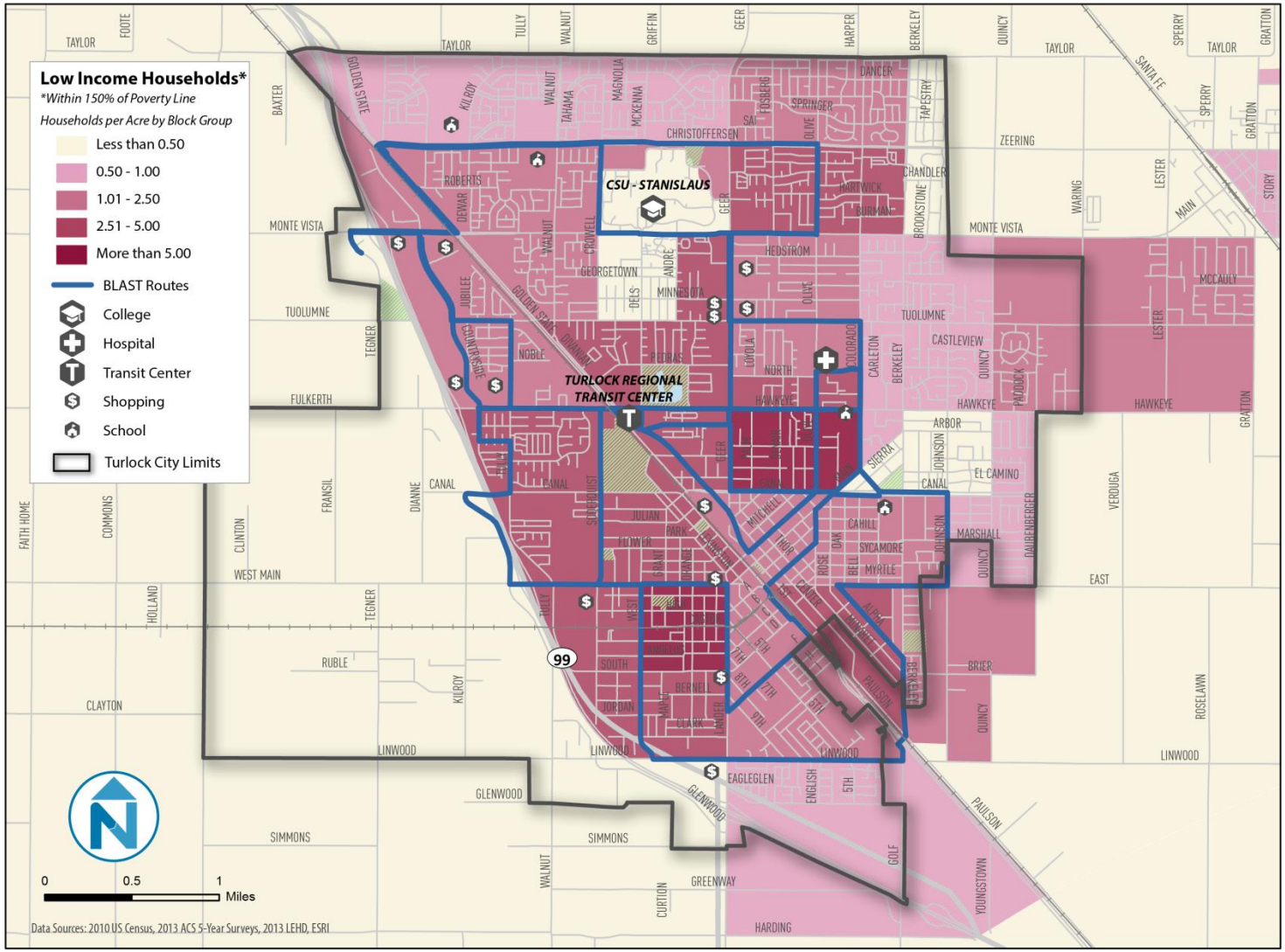


Figure 5 Zero Vehicle Households

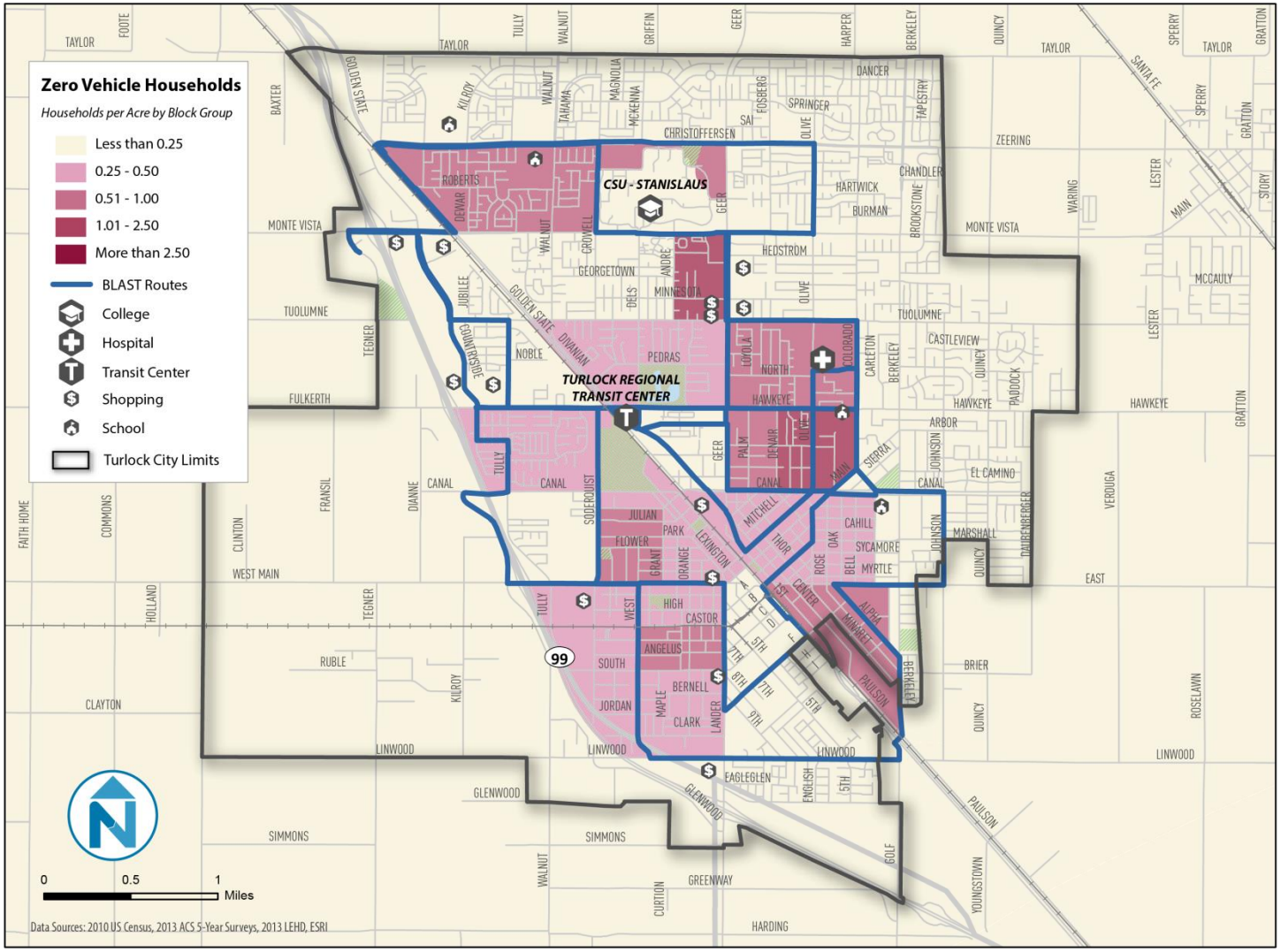


Figure 6 Renter Population

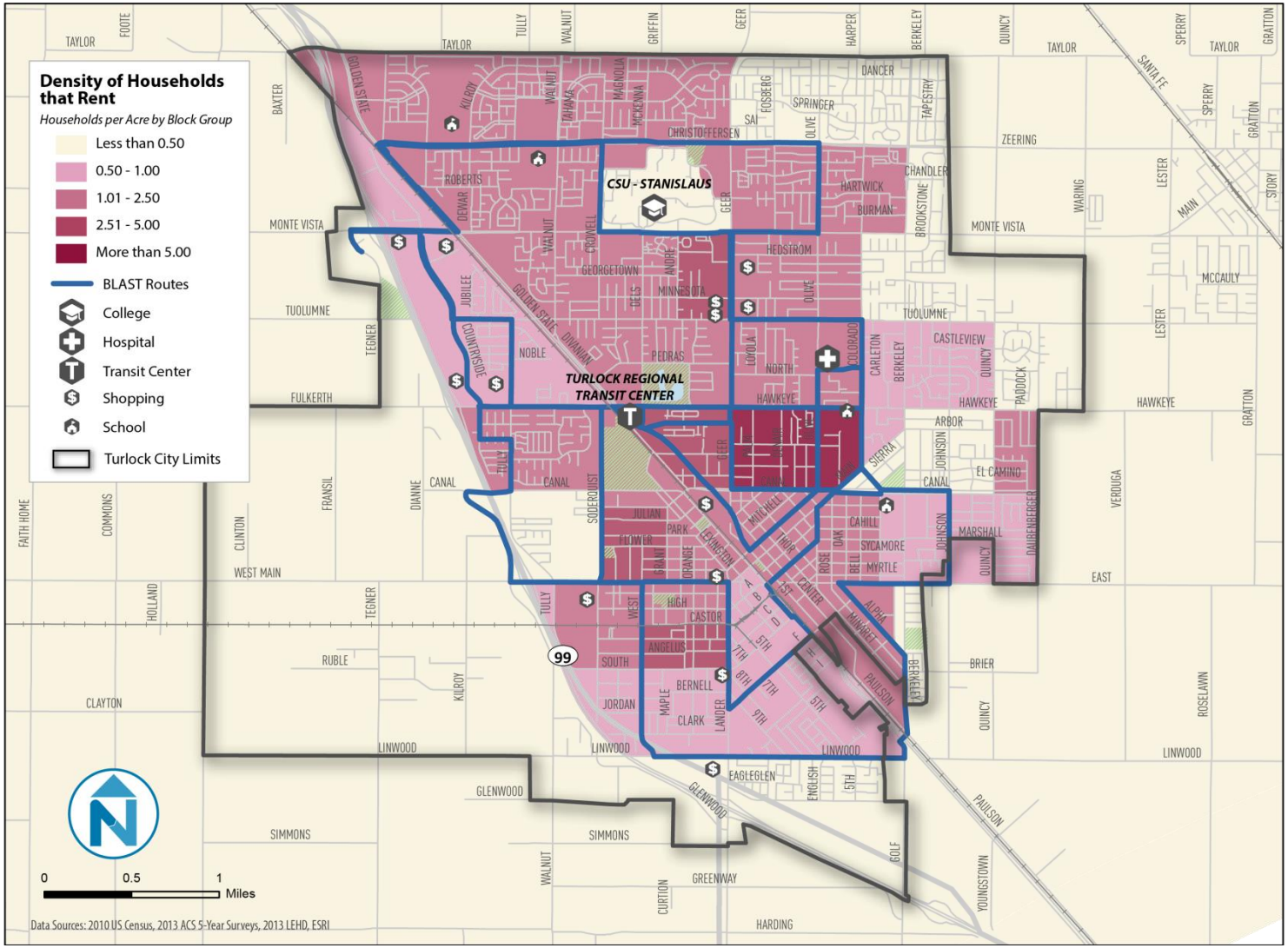


Figure 7 Senior Population

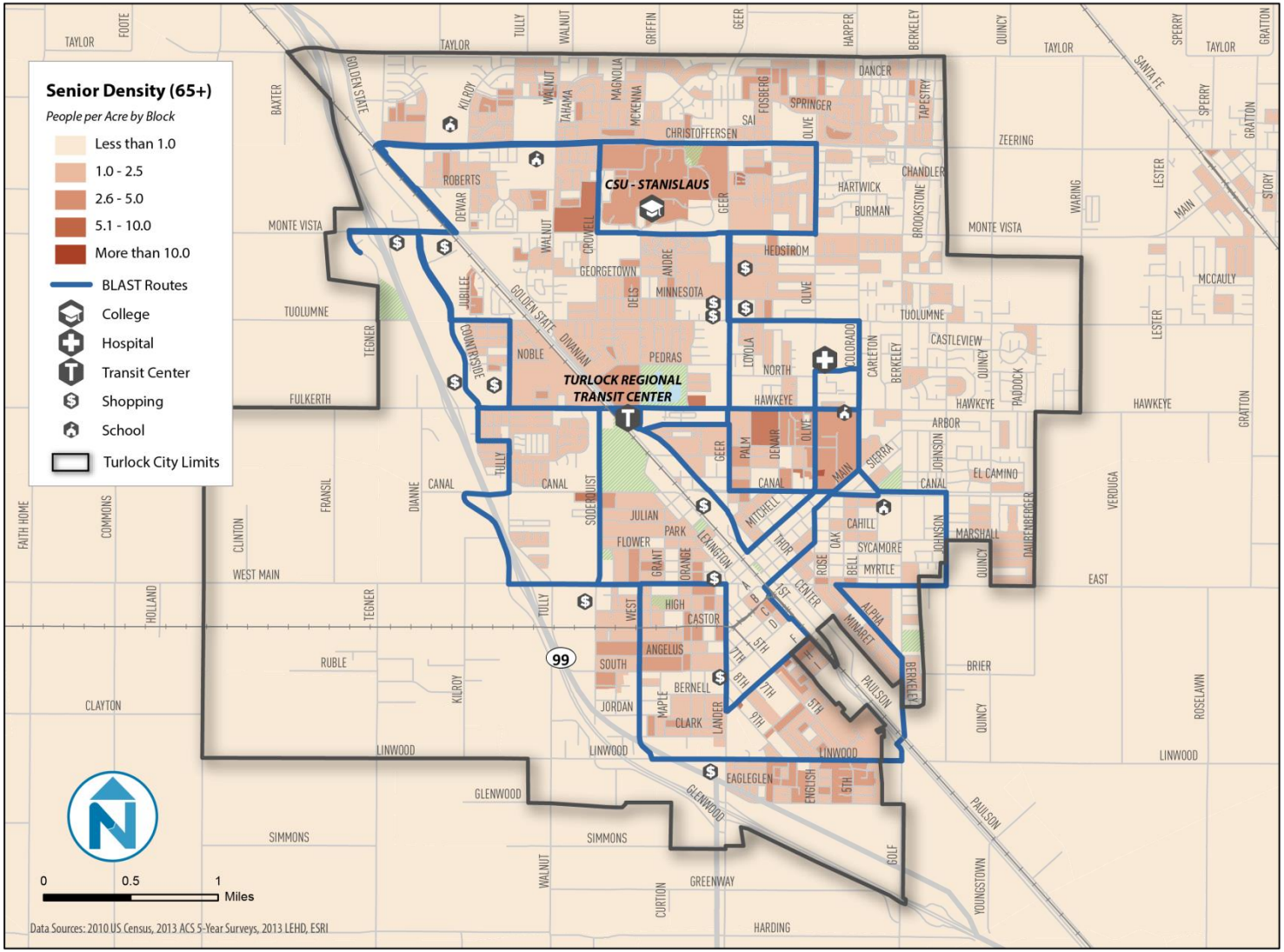


Figure 8 Youth Population

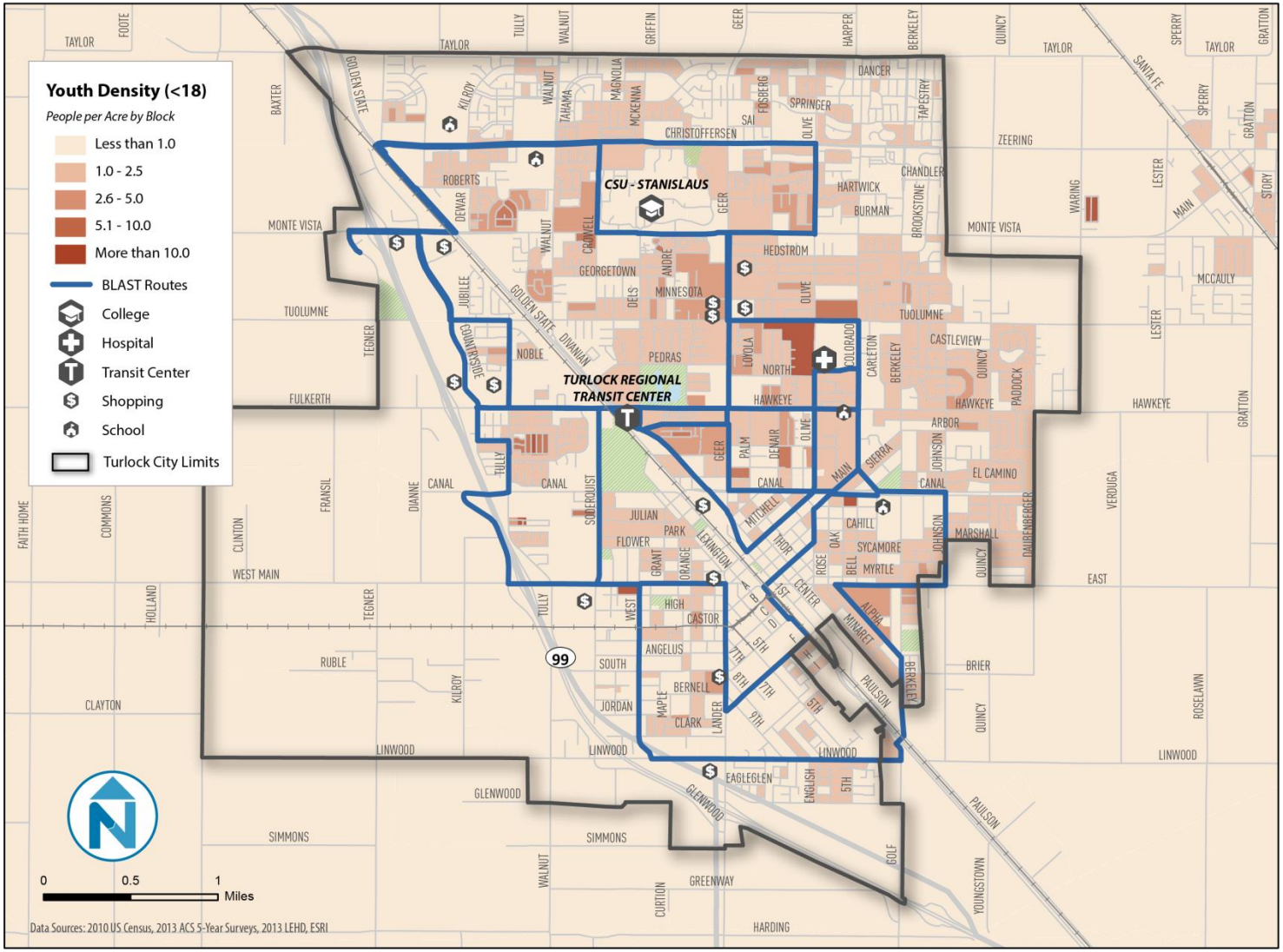


Figure 9 Disabled Population

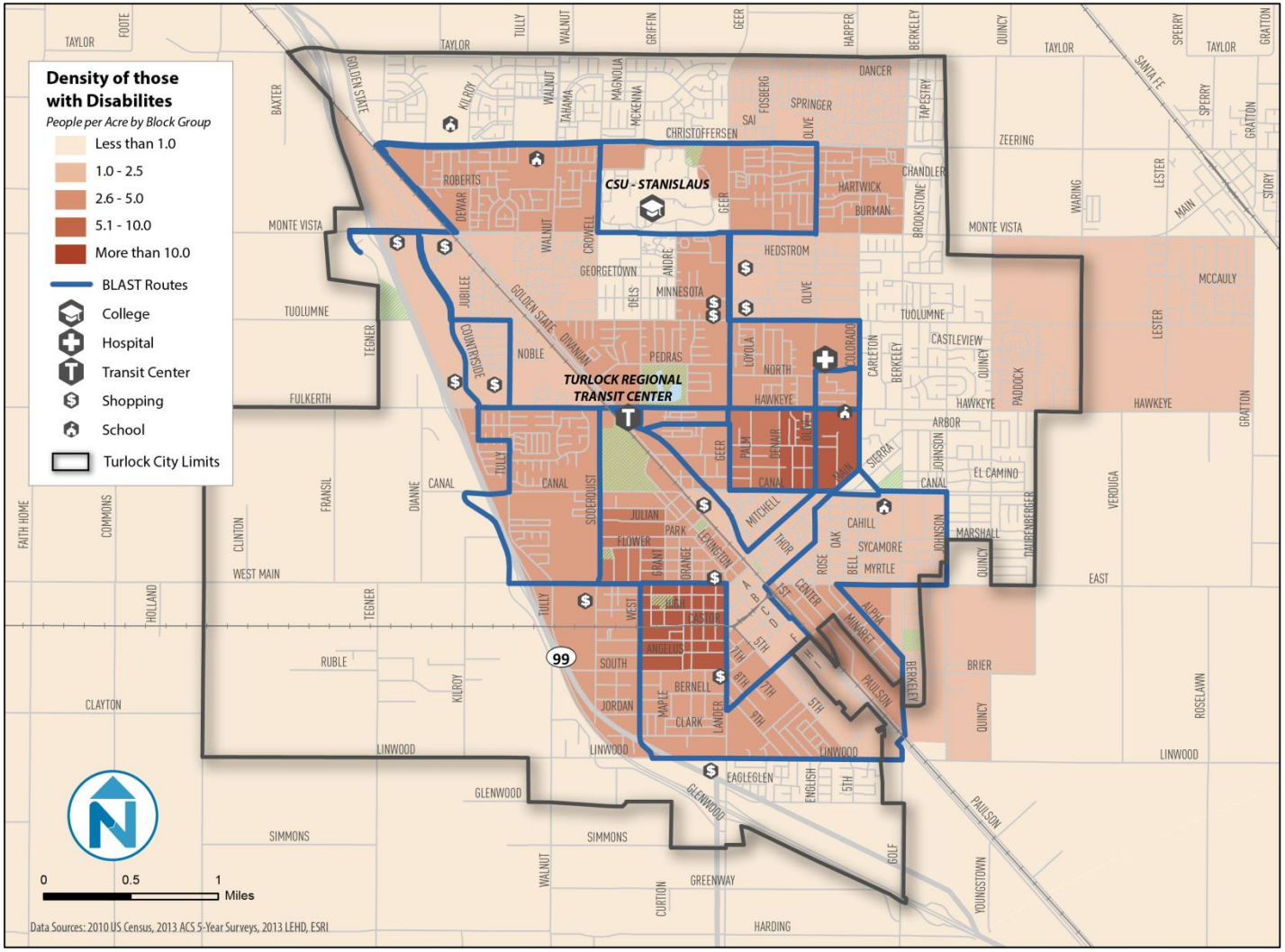
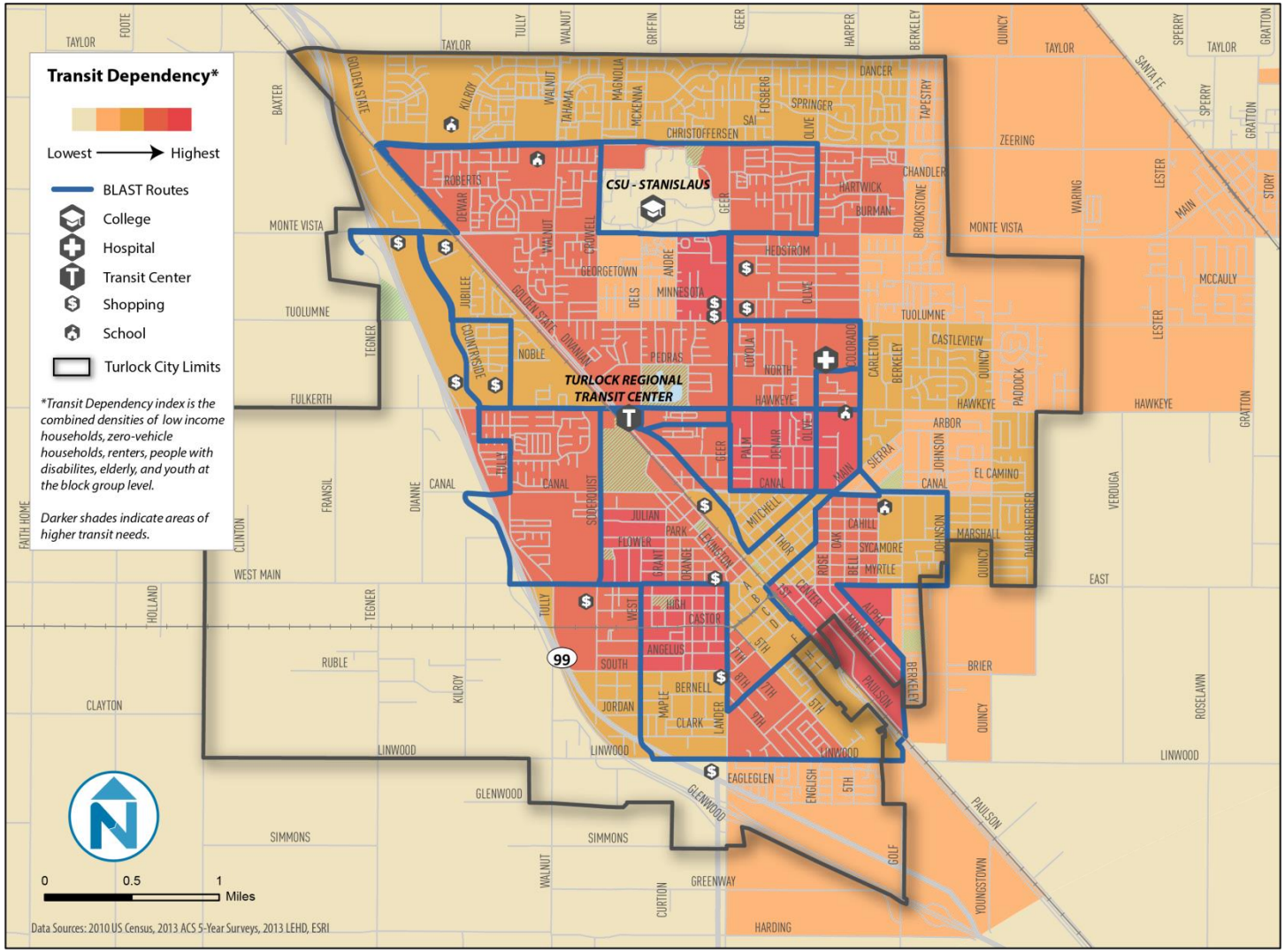


Figure 10 Transit Dependency



EMPLOYMENT CHARACTERISTICS

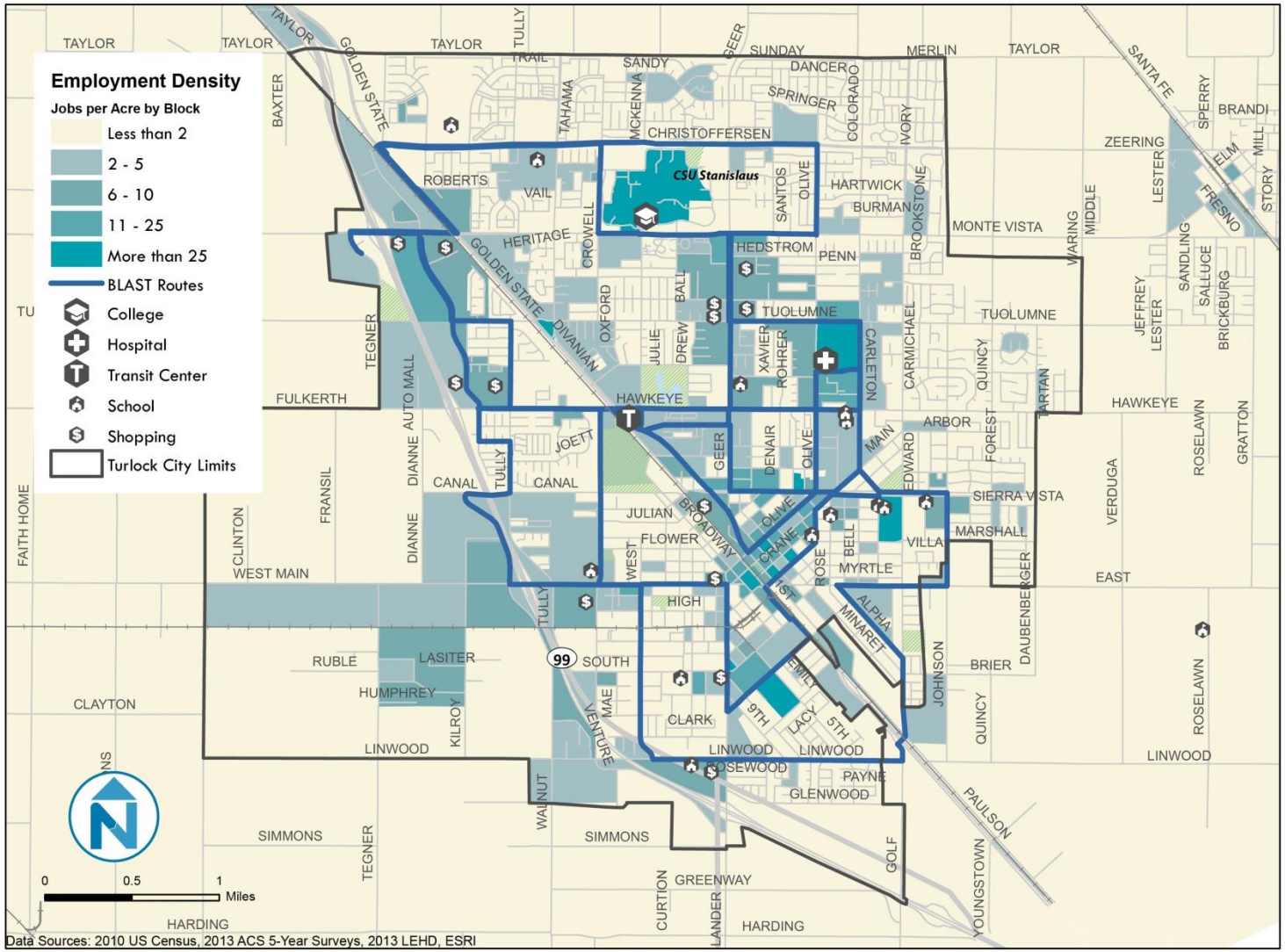
Employment Density

Employment is especially important in travel markets because traveling to and from work often accounts for the singular most frequent type of trip. Therefore, understanding the distribution and density of employment is critical to transit service design. Transit that serves areas of high employment density provides key connections to job opportunities.

Data from the 2010 U.S. Census LEHD Origin-Destination Employment Statistics was mapped to display employment density at the block level as shown in Figure 11. Several findings are apparent:

- Turlock's major employment centers are found in downtown Turlock near South Golden State Boulevard and East Main Street. Several blocks in the downtown area have businesses that employ more than 25 people.
- The Emanuel Medical Center and other nearby healthcare providers are a major source of employment in the community.
- CSU Stanislaus also is a major source of employment in the community. It has a student to faculty ratio of 18:1. In total, the university employs 1,020 faculty and staff.
- Other sources of employment include large-scale agricultural production, plastics recycling, and industrial manufacturing.

Figure 11 Employment Density



CALIFORNIA STATE UNIVERSITY STANISLAUS MARKET

CSU-Stanislaus is a member of the California State University system, located in a variety of settings throughout the state. As of 2013, the student body includes 7,754 undergraduate students and 1,163 post-baccalaureate/graduate students for a total of 8,917 full and part-time students. The California State University (CSU) Transportation Demand Management (TDM) Manual classifies CSU-Stanislaus as a rural/college town typology, where student civic life centers on the university and active transportation (bicycling and walking) are viable options traveling to and from campus. The CSU TDM Manual recommends transportation demand management strategies to reduce drive-along commuting, such as subsidized transit passes, transit shuttles, priced parking, and student housing location on and/or near campus. Parking on campus is priced for automobile and motorcycles (25% of automobile rate), and current student parking fees can be found in Figure 12.

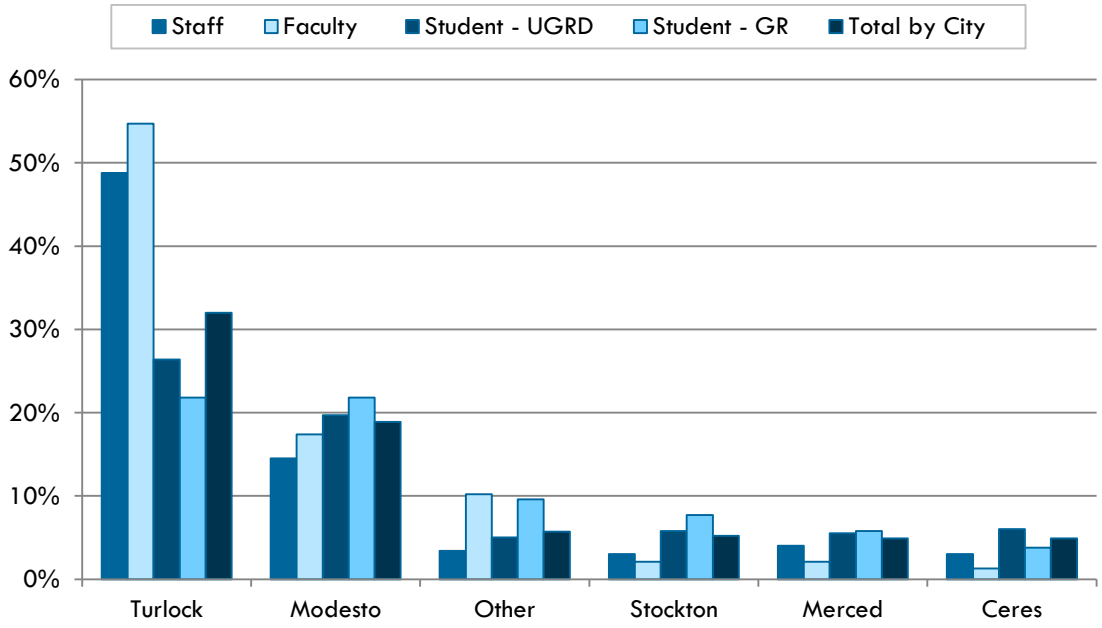
A university-wide parking survey was conducted during the fall semester of 2014. Figure 13 highlights the top six commuting origins based on survey results. Most people commuting to CSU-Stanislaus are beginning their trip in Turlock or Modesto. Other top locations include Stockton, Merced and Ceres. A complete table of commuting origins from the Fall 2014 Parking Survey, sorted by Total by City, can be found in Figure 14.

Figure 12 CSU-Stanislaus Student Parking Fees 2015-2016

	Monthly Rate	Summer	Fall	Winter	Spring	Annual Total
Auto Parking	$42.50	$137	$180	$45	$180	$542
Motorcycle Parking	$42.50	$34	$45	$11	$45	$135

Source: Stanislaus State Parking Permit Costs, https://www.csustan.edu/upd/parking-gateway/permit-costs

Figure 13 Top Six Commuting Origins from Fall 2014 Parking Survey Crosstab Report



Source: Data from Fall 2014 Parking Survey Crosstab Report

Figure 14 CSUS Commuting Origins From Fall 2014 Parking Survey Crosstab Report

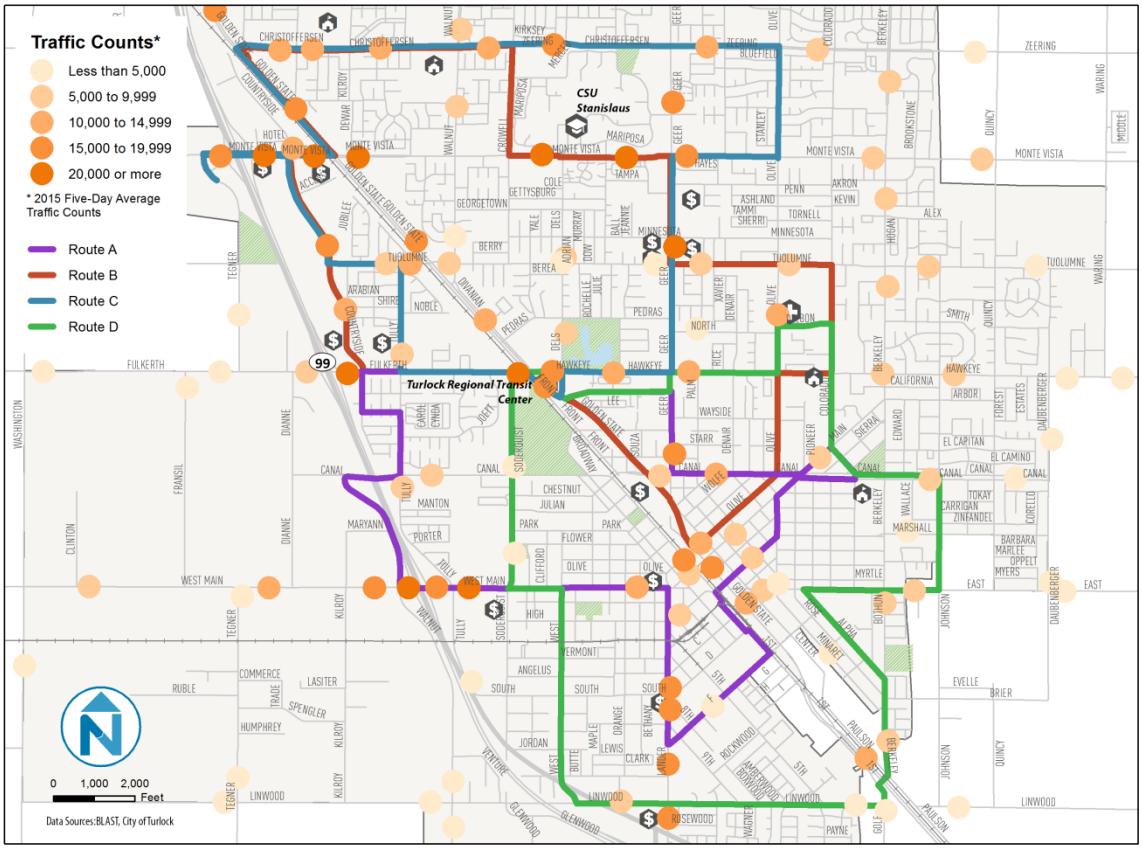
City	Staff	Faculty	Student – UGRD	Student – GR	Total by City
Turlock	48.8%	54.7%	26.4%	21.8%	32.0%
Modesto	14.5%	17.4%	19.7%	21.8%	18.9%
Other	3.4%	10.2%	5.0%	9.6%	5.7%
Stockton	3.0%	2.1%	5.8%	7.7%	5.2%
Merced	4.0%	2.1%	5.5%	5.8%	4.9%
Ceres	3.0%	1.3%	6.0%	3.8%	4.9%
Atwater	1.7%	0.8%	3.4%	5.8%	3.1%
Delhi	2.4%	0.4%	2.9%	1.9%	2.5%
Manteca	1.0%	0.8%	3.0%	1.9%	2.4%
Livingston	1.3%	0.4%	2.8%	1.9%	2.3%
Riverbank	0.7%	0.8%	2.4%	1.9%	2.0%
Oakdale	0.7%	0.8%	2.2%	3.2%	2.0%
Los Banos	1.7%	0.0%	1.5%	3.2%	1.5%
Denair	4.0%	1.7%	0.8%	1.3%	1.3%
Hughson	1.3%	1.3%	1.3%	0.0%	1.2%
Waterford	1.0%	0.8%	1.3%	0.6%	1.2%
Tracy	0.3%	0.8%	1.4%	0.6%	1.2%
Patterson	0.3%	0.4%	1.4%	0.6%	1.1%
Salida	1.0%	0.4%	1.0%	1.9%	1.0%
Newman	0.3%	0.0%	1.3%	0.6%	1.0%
Sonora	0.7%	1.3%	1.0%	0.6%	0.9%
Ripon	0.7%	0.4%	1.0%	1.9%	0.9%
Hilmar	1.7%	0.0%	0.9%	0.6%	0.9%
Escalon	0.7%	0.4%	1.0%	0.0%	0.8%
Keyes	0.3%	0.4%	0.6%	0.6%	0.5%
Gustine	1.3%	0.0%	0.5%	0.0%	0.5%

Source: Data from Fall 2014 Parking Survey Crosstab Report

TRAFFIC COUNTS

Figure 15 shows average daily traffic counts at selected street segments in Turlock. The data was collected over a five day period in 2015. Streets with the highest traffic activity include portions of Monte Vista Avenue, West Main Street, Golden State Boulevard and Geer Road. Congested intersections in the vicinity of high-traffic street segments have a negative impact on on-time performance.

Figure 15 2015 Average Daily Traffic Counts at Selected Turlock Intersections



Source: City of Turlock

3 DOCUMENT AND POLICY REVIEW

The purpose of this chapter is to identify and summarize the existing transit-related documentation that applies to the City of Turlock, as well as Stanislaus County more broadly. This review incorporates the following seven documents:

- 2012 Turlock General Plan
- StanCOG 2014 Regional Transportation Plan (Chapter 6 - Transportation Plan/ Policies)
- StanCOG Non-Motorized Transportation Plan
- StanCOG Public Transit – Human Services Coordination Plan
- Turlock Active Transportation Plan
- Mayor and City Council Policy Goals and Implementation Plan 2015-2019

2012 TURLOCK GENERAL PLAN

The 2012 Turlock General Plan outlines the policies that will guide growth in the City of Turlock over the next 20 years. Four chapters of the General Plan, including Land Use and Economic Development, Circulation, City Design, and Air Quality and Greenhouse Gases provide guidance for transit services in the City of Turlock. The transit-related implementing policies within these chapters include the following:

Land Use and Economic Development

- **Locations for high density development.** Maintain the highest residential development intensities Downtown, along transit corridors, near transit stops, and in new neighborhood centers.
- **Transit and pedestrian accessibility from housing.** Work with developers of affordable and multifamily housing to encourage the construction of transit-oriented and pedestrian-oriented amenities and appropriate street improvements that encourage walking and transit use.
- **Incentives for public amenities.** Offer added incentives to industrial projects in the TRIP that contribute to the pedestrian, bicycle, or transit networks and/or public amenities and open space.

Circulation

- **Improve local transit operations.** Continue the present course of expanding its fixed route service and improving operations.

- **Improvements to Demand-Responsive transit.** Improve the City's dial-a-ride system. Aggressively pursue transit grant funds in order to continue funding operations.
- **Consistency with the Stanislaus Congestion Management System.** Monitor the frequency, routing and coordination of local transit services for consistency with the requirements of the Stanislaus County Congestion Management Plan (CMP).
- **Stop spacing.** Transit stops should be spaced no farther than 1,000 feet apart, if spaced for continuous service on city streets. Spacing may deviate from the general standard in the Westside Industrial Specific Plan area where individual businesses occupy large parcels (greater than 20 acres) and where stops should serve employee entrances directly.
- **Turlock Regional Transit Center.** Continue to pursue the development of the Turlock Regional Transit Center, located at Dels Lane and Golden State Boulevard.
- **Funding for transit services.** Continue to pursue federal and State funds to cover capital and operating costs associated with Turlock's transit operation. If federal funds are reduced and capital needs are not being met, transit may be added to the Capital Facilities Fee (CFF) through a Nexus Study.
- **Transit usability.** Situate transit stops at locations that are convenient for transit users, and promote increased transit ridership through the provision of shelters, benches, bike racks on buses, and other amenities.
- **Transit services marketing.** Encourage ridership on public transit systems through marketing and promotional efforts. Provide information to residents and employees on transit services available for local and regional trips.
- **Transportation for seniors.** Require new community care facilities and senior housing projects with over 25 beds to provide accessible transportation services for the convenience of residents.
- **Development that supports transit.** Ensure that new development is designed to make transit a viable transportation choice for residents. Design options include:
  - Have neighborhood centers or focal points with sheltered bus stops;
  - Locate medium and high density development on or near streets served by transit wherever feasible; and
  - Link neighborhoods to bus stops by continuous sidewalks or pedestrian paths.
- **Support existing regional transit services.** Continue to support the StaRT service provided by Stanislaus County and The Bus service provided by Merced County.
- **Correspondence between local and regional transit.** As Turlock's local transit system continues to be developed, services should be oriented to link with potential future commuter and/or high-speed rail.
- **Regional Transit Agency.** Support efforts to improve the coordination and efficiency of bus service on a regional level.
- **Denair Amtrak Station.** Continue to support the operation of the Amtrak station in Denair. Expand bus service to serve the train station. It should be noted that Denair was served by BLAST fixed-route from 2002-2003.

City Design

- **Neighborhood centers.** Establish new neighborhood centers as high-quality mixed-use pedestrian-friendly environments, without excluding the automobile. These will be required in new growth areas.
- **Support transit.** Ensure that neighborhoods are designed to support transit stops in proximity to neighborhood centers and/or clusters of higher density residences.
- **Multi-modal access and movement.** Require new projects to facilitate pedestrian and bicycle movement and aid transit.
  - Planning should anticipate and provide for future local and regional transit service even if the service is not feasible at the time of project plan preparation.

Air Quality and Greenhouse Gases

- **Establish Land Use Pattern that Supports Trip Reduction.** Establish land use pattern that enables alternatives to automobile use and reduces trip lengths, including transit-oriented, mixed use development and neighborhood commercial areas.
- **Reduce Trips by City Government.** Take the lead in implementing a trip-reduction program for City employees. The program may include carpooling and ridesharing; reimbursement of transit costs; encouragement of flexible work schedules, telecommuting, and teleconferencing.
- **Support Employer-Based Trip Reduction.** Support the San Joaquin Valley Air Pollution Control District's requirement that companies and organizations with 100 or more employees establish ride-sharing programs, and provide incentives to companies with 25 to 100 employees that do the same. Ridesharing programs may include market-based incentives such as cash for ridesharing, preferential parking for carpools, transit subsidies, cash allowances in lieu of parking spaces, telecommuting and flexible work schedules.
- **Pedestrian-Oriented Site Design.** Orient development to encourage pedestrian and transit accessibility. Strategies include locating buildings and primary entrances adjacent to public streets; placing parking at the rear of sites or in structures above retail; and providing clear and direct pedestrian paths across parking areas.

STANCOG 2014 REGIONAL TRANSPORTATION PLAN

The Stanislaus Council of Governments (StanCOG) developed the 2014 Regional Transportation Plan (RTP) to coordinate transportation and land use planning within and between municipalities in Stanislaus County. The Plan is based on the concept of systems planning, *i.e.*, accounting for an entire transportation system at the regional level, as well as that of fiscal constraint. Developed through collaboration with local jurisdictions, the RTP decides on transportation priorities based on projects and initiatives that would most contribute to an efficient transportation system supporting locally desired development patterns.

The plan evaluates the projected performance of its long-range transportation and land use strategies through the measurement of various outcomes and comparing them to current "business-as-usual" measures. Indicators that specifically relate to transit include: Percent of housing within 0.5 miles of frequent transit service, percent of low income housing within 0.5 miles of frequent transit service, and transit ridership, with all three showing modest increases under the plan scenario.

The Transportation Action Plan is a component of the plan that outlines goals, objectives and actions to improve the County's transportation system. Action items specifically relating to transit include:

- Work with transit providers to implement programs from the Stanislaus County Transit Needs Assessment Study;
- Work with transit providers to monitor productivity, reliability, efficiency, and coverage to make informed improvements;
- Pursue all forms of federal and state funding to improve transit; and
- Continue working with Altamont Corridor Express Project (ACE) which proposes to extend service to Modesto and Turlock.

The transportation priorities relating to transit that support these action items include:

- **Transit Service Improvements.** Promote measures (e.g., increased frequency and operating speeds, service coordination, multimodal streets, signal priority) that will attract ridership and reduce automobile road share
- **Bus Rapid Transit.** Identifying corridors for high-capacity, affordable transit
- **San Joaquin Valley Express Transit Study (SJVETS).** Improve inter-county commuter express transportation service, including vanpools, bus service, ACE, and future connections to the planned California High Speed Rail Network

STANCOG NON-MOTORIZED TRANSPORTATION PLAN

The 2014 Stanislaus Council of Governments (StanCOG) Non-Motorized Transportation Plan (NMTP) identifies goals, objectives, and action items that address non-motorized transportation—largely walking and bicycling—for the jurisdictions within Stanislaus County, as well as for the County as a whole. Each jurisdiction is then able to adopt its component of the plan as a local non-motorized transportation plan.

Goals, Objectives, and Policy Actions

The StanCOG NMTP identifies three countywide goals: (1) Increase bicycle and pedestrian access and safety; (2) Increase bicycle and pedestrian trips; and (3) Improve regional and local connections. Within each goal certain objectives and associated policy actions relate to transit specifically. Figure 16 lists the objectives and actions that are pertinent to transit.

Figure 16 Objectives and Policy Actions Related to Transit in the StanCOG NMT Plan

Objective	Policy Action
Objective 1.d: Improve access and integration with transit for bicycling and walking trips.	▪ **Policy Action 1:** Assist transit providers in providing and promoting secure, covered bicycle racks and lockers at transit centers and along key bus routes to facilitate multi-modal trips. ▪ **Policy Action 2:** Support and promote transit facility enhancements, such as bus stop access improvements, that will encourage increased bicycle and pedestrian access to transit. ▪ **Policy Action 3**: Require future transit service in Stanislaus County to provide adequate bicycle and pedestrian access, bus mounted bicycle racks, and secure bicycle parking.
Objective 2.a: Include bikeways and pedestrian facilities in all appropriate future development projects to facilitate on-site circulation and connections to the proposed system.	▪ **Policy Action 6:** Work with transit authorities to ensure that pedestrian and bicycle concerns are addressed in the design of transit stops.
Objective 2.b: Provide secure, covered short- and long-term bicycle parking in employment and commercial areas, in multi-family housing, at schools, and at transit facilities.	▪ **Policy Action 2:** Encourage the installation of short- and long-term bicycle parking in the public right-of-way, particularly adjacent to transit stops.
Objective 3.b: Align countywide bikeways through Stanislaus County cities such that local needs and destinations are served.	▪ **Policy Action 1:** Complete existing gaps in the countywide bicycle network, especially in the vicinity of school, transit stops, neighborhood commercial centers, and major barriers such as railroad tracks, highways, and water bodies.

Source: StanCOG Non-Motorized Transportation Plan

STANCOG PUBLIC TRANSIT – HUMAN SERVICES COORDINATION PLAN

The StanCOG Public Transit – Human Services Coordination Plan identifies the transportation needs and mobility challenges facing four target population groups: (1) individuals with disabilities (13.1% of the population); (2) older adults (11.1% of the population aged 65 and over); (3) persons of low income (32.7% with an income lower than 150% of the federal poverty level); and (4) veterans (4.9% of the population). Its objectives are fourfold:

1. To ensure compliance with law by the Stanislaus Council of Governments (StanCOG), including Federal Transit Administration Circular 9070.1G that requires the regular conduct of a Coordinated Plan.
2. To validate past or identify new unmet transportation needs and mobility gaps of the target groups.
3. To engender dialogue between two service sectors, the public transit provider and the human services agencies, serving the Stanislaus County region for purposes of identifying and supporting coordinated projects by which unmet needs and mobility gaps can be addressed.
4. To establish a list of responsive and prioritized projects and strategies to meet unmet needs and mobility gaps, positioning StanCOG stakeholders for pursuing grant and specialized transportation funding opportunities that support these over the next few years.

The plan identifies mobility gaps for the four target population groups, and conducts an Unmet Transit Needs Assessment. It also presents a set of goals and strategies moving forward.

Mobility Gaps for Target Population Groups

Following a stakeholder consultation process, the Plan identified several mobility gaps. The following mobility gaps relate to transit specifically:

- Older adults, people with disabilities, people of low income, and veterans need mobility travel training to feel comfortable utilizing the existing network of public transportation services available in Stanislaus County.
- Homeless persons need transportation between daytime facilities. It can be difficult and unsafe to bring all of their belongings on the bus, especially for those who have mental health issues.
- A stable local funding source is needed with an expenditure plan that allows the CTSA and public transit to sustain current and implement new programs.
- Wheelchair dependent populations spend a long time on transit.
- Taxis are needed to complement late night transit service.
- No taxi company that can handle the administration of a taxi discount or voucher program operates in the County.
- The number of dialysis patients is increasing and Dialysis Centers are treating people later into the night, sometimes past the hours of operation of Dial-a-Ride services.
- Not many older adults ride fixed-route transit.
- A central web-based, telephone, and print information source is needed for customer access to transportation assistance.

- Increased information about transportation options in Spanish and Assyrian is needed for Limited English Proficiency (LEP) persons.
- The current paratransit eligibility policies and practices for each of the transit providers should be evaluated in order to identify potential improvements.

The primary mobility gap, according to stakeholders, involved making education and information associated with public transportation more easily accessible to the public.

Unmet Transit Needs Assessment

StanCOG also conducted an Unmet Transit Needs Assessment. Although no unmet transit needs were identified as defined by the StanCOG Policy Board, they did receive comments specific to Turlock, expressing the desire to have Dial-a-Ride service past 5:00 p.m.

Goals and Strategies

The Plan identified four goals and several strategies to achieve them. Figure 17 lists the goals and associated strategies that relate to transit specifically.

Figure 17 Transit Goals and Strategies of StanCOG Public Transit – Human Services Coordination Plan

Goal	Strategy
Goal 1: Maintain and strategically expand services to increase mobility options when financially feasible.	▪ Retain and strategically enhance existing public transportation services. ▪ Promote FTA 5310 grants-making to public transit and human transportation service providers and encourage high quality projects for vehicle replacement, vehicle operations, and mobility management oriented to older adults and persons with disabilities. ▪ Implement a single fare card for use on all transit systems.
Goal 2: Continue and expand mobility management coordination functions under the CTSA to better connect persons with the mobility services they need.	▪ Continue to provide and expand travel training to older adults, people with disabilities, low-income populations, and veterans.
Goal 3: Enhance mobility information and education.	▪ Create a hub with a single phone number for all transportation services. ▪ Create a region-wide trip planner that integrates public transit, dial-a-ride, and human service transportation options.
Goal 4: Create a sustainable funding platform.	▪ Support/promote a local source of funding. ▪ Funding for transit

Source: StanCOG Public Transit – Human Services Coordination Plan

TURLOCK ACTIVE TRANSPORTATION PLAN

The Turlock Active Transportation Plan was developed for the City of Turlock and StanCOG with the aim of increasing non-motorized transportation options for residents and visitors. Its recommendations include six proposed pedestrian and bicycle infrastructure improvements that connect specifically with existing transit:

Main Street and Canal Drive Intersection. Restripe the westbound travel lanes at the intersection in order to provide three 11-foot lanes and a 4' bike lane. In the eastbound direction, this project proposes to restripe the receiving bike lane to align with the bike lanes on Canal Drive west of the intersection. An extension to the existing shared use path will also need to be constructed from the existing bridge to Main Street. This project will serve BLAST routes A and B.

Berkeley Avenue (Canal Drive to Golden State Boulevard). This project will serve BLAST route D and includes three recommendations:

- Widen Berkeley Avenue south of Ramson Drive to include 6' bike lanes, 5' sidewalks, 8' on-street parking on the northbound side, and an 11' two-way left-turn lane. Restripe Berkeley Avenue from Ramson Drive to Brier Road to achieve this same cross section.
- Add sidewalks to the southbound side of Berkeley Avenue between Brier Road and Alpha Road. From Alpha Road to East Avenue widen Berkeley Avenue by about 13' to accommodate: 5' sidewalks on both sides, 6' bike lanes, 8' on-street parking on the northbound side, and 10' travel lanes.
- Add sidewalks where there are none currently and restripe the existing paved width to delineate the cross section shown on this sheet: 5' sidewalks on both sides, 6' bike lanes, 8' on-street parking on the northbound side, and 10' travel lanes.

Berkeley Avenue at Hawkeye Avenue. Between Main Street and California Avenue in the southbound direction, widen the road by about 7 feet; to accommodate a bike lane and sidewalk. In the northbound direction, the existing pavement would need to be restriped to delineate the bike lane. Between California Avenue and Hawkeye Avenue, the road would need to be widened by about 2' on both sides to provide room for bike lanes, and sidewalk would need to be constructed on both sides. North of Hawkeye, the northbound roadway would need to be widened by about 4' to accommodate an 8' on-street parking lane and a 6' bike lane. This project will serve BLAST route B.

Golden State Boulevard. This project will serve the BLAST transfer hub as well as route B, and includes two recommendations:

- The existing lane geometries should remain the same; only the outside lane should be restriped as shown in the cross section. Restripe the outside lane (approximately 17-18' wide to remove on-street parking and delineate an 11' travel lane and a 6' bike lane. Install 'No Parking' signs to prohibit on-street parking. Construct an 8' sidewalk on locations without a sidewalk.
- Restripe outside lane. The improvements on this sheet would be to restripe the outside lane (approximately 17-18' wide to remove on-street parking and delineate an 11' travel lane and a 6' bike lane. "No Parking" signs should also be installed to prohibit on-street parking. There is existing sidewalk for the length of this segment.

West Avenue. Add an 8' on-street parking lane on the eastern side adjacent to the houses. Construct new sidewalk along most of the segment. Widen West Avenue by roughly 9' on both

sides to accommodate wider travel lanes and bike lanes, with the exception of the eastern side between Montana Avenue and Jordan Avenue. This project will serve BLAST route D.

Main Street. Between Beech Street and Laurel Street provide signing and pavement markings to designate the street as a bike route. Between Laurel Street and Lander Avenue restripe existing pavement, as shown in the sections below, to provide Class II bike lanes. Between Lander Avenue and Broadway Street provide signing and pavement markings to designated the street as a bike route.

MAYOR AND CITY COUNCIL POLICY GOALS AND IMPLEMENTATION PLAN 2015-2019

The Mayor and City Council Policy Goals and Implementation Plan identified seven organizational policy goals and associated action items. It also provided implementation strategies for each action item. Two policy goals relate to transit specifically: Policy Goal #4 – Municipal Infrastructure; Policy Goal #5 – Economic Development; and Policy Goal #7 – Quality Community Programs.

Municipal Infrastructure

General Principle #4 (Transportation infrastructure that serves the needs of the community), includes the following two transit-related items:

- Access to transit and non-motorized options.
- Traffic calming options are critical to the quality of life in neighborhoods.

Further to item above, Action Item #8 specifies:

- Implement the Traffic Calming Program: Identify available traffic calming tools, specify qualifying criteria and establish a systematic process for applying for, approving and installing traffic calming solutions.

Economic Development

Action Item #3 (Collaborate with community groups and stakeholders to ensure a successful and vibrant community), includes the following implementation measure:

- Foster opportunities which create growth in Transit Occupancy Tax (TOT).

Quality Community Programs

Action Item #4 (Seek New Grant and Funding Opportunities) includes the following implementation measure

- Development of transit oriented housing.

The references to transit and traffic calming, in combination with transit-oriented housing, suggest an interest in improving transit, non-motorized transportation, and transit-supportive land use planning among officials.

4 EXISTING TRANSIT SERVICE

BUS LINE SERVICE OF TURLOCK (BLAST)

Bus Line Service of Turlock (BLAST) is managed by the City of Turlock Development Services Department and operated by a private contractor (First Transit). The BLAST fixed-route system consists of four loop routes that start and end at the Turlock Regional Transit Center, located at Dels Ln. and Golden State Blvd.

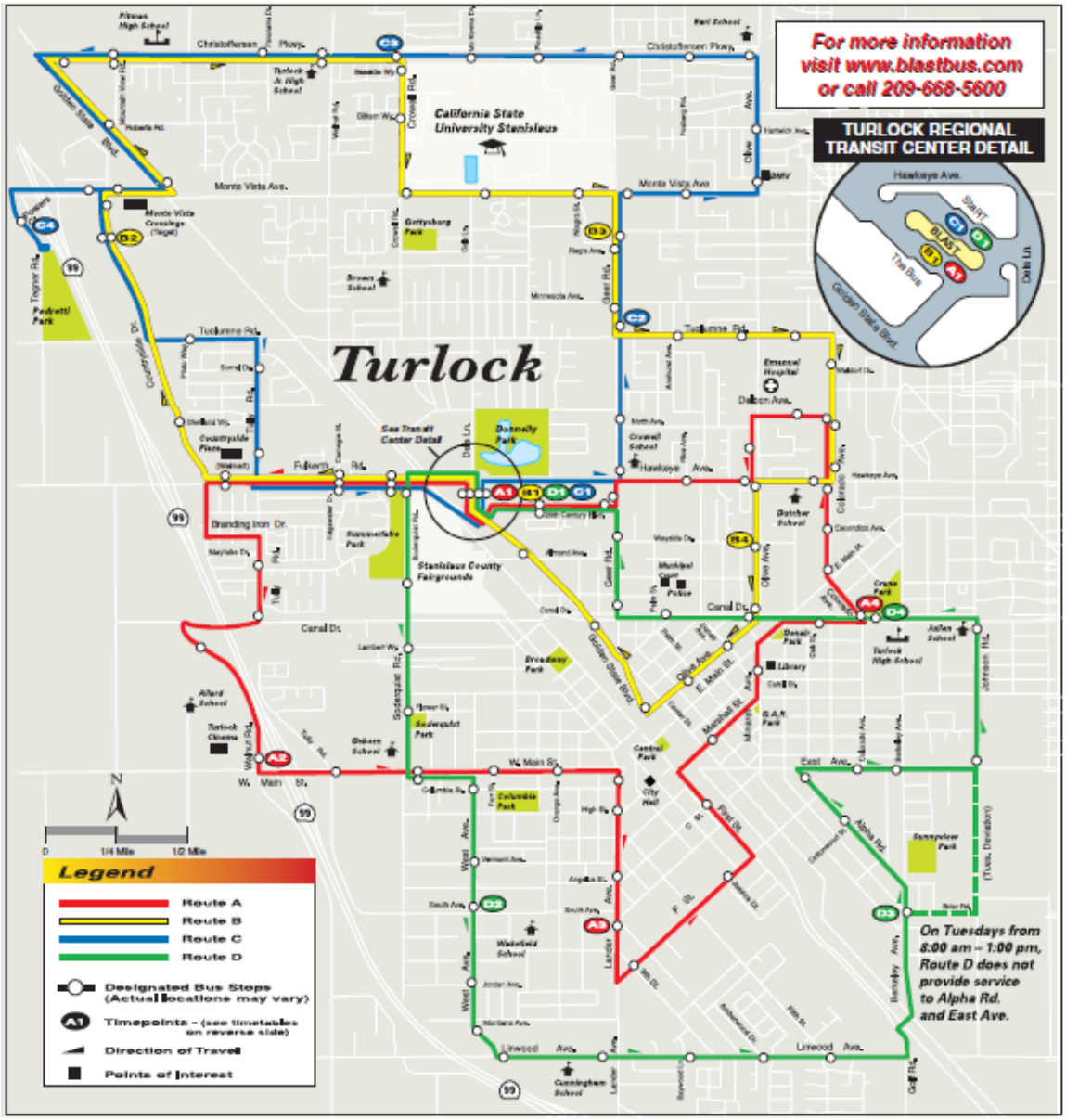
All routes complete 16 trips on weekdays from 6:30 a.m. to 6:30 p.m. The weekday end time prevents transit from being a viable transportation option returning home for employees working shifts that end after 6:00 p.m. Employees with shifts ending at 5:00 p.m. may experience challenges taking transit if a transfer to a second route is required to return home.

On Saturdays, each route completes 8 trips each from 10:10 a.m. to 4:10 p.m. A summary table of service characteristics can be found in Figure 18. A system map can be found in Figure 19.

Figure 18 BLAST Bus Fixed-Route Service Characteristics

Route	Weekday Span	Weekday Headway	Saturday Span	Saturday Headway
A	6:30 a.m. – 6:30 p.m.	40-60 minutes	10:10 a.m. – 4:10 p.m.	40-50 minutes
B	6:30 a.m. – 6:30 p.m.	40-60 minutes	10:10 a.m. – 4:10 p.m.	40-50 minutes
C	6:30 a.m. – 6:30 p.m.	40-60minutes	10:10 a.m. – 4:10 p.m.	40-50 minutes
D	6:30 a.m. – 6:30 p.m.	40-60minutes	10:10 a.m. – 4:10 p.m.	40-50 minutes

Figure 19 BLAST System Map



Average mileage for the BLAST system is 9.2 miles with 18.5 turns and a speed of 13.7 miles per hour. The shortest route is Route A with 8.4 miles in length, and the longest route is Route C with 9.9 miles and an average speed of 14.9 miles per hour. A summary table of operational characteristics can be found in Figure 20.

Figure 20 BLAST Bus Fixed-Route Operational Characteristics

Route	Mileage	Turns	Cycle Time	Speed
A	8.4	22	40	12.6
B	9.5	15	40	14.3
C	9.9	17	40	14.9
D	8.8	20	40	13.2
Average	**9.2**	**18.5**	**40**	**13.7**

A summary of major BLAST milestones over the past twelve years is provided in Figure 21. Route headways were improved in 2007 as a result of a system restructure and again in 2010 as a result of running time issues. The City of Turlock increased route headways in January 2016 as a result of poor on-time performance.

Figure 21 BLAST Milestones

Date	Milestones
Dec 22, 2003	Transfer Hub moved from Countryside Dr. (Walmart) to Golden State Blvd. (Central Park)
Aug 13, 2007	Transfer Hub moved to Dels Ln. Routes changed from 45 to 30 minute runs
Sep 1, 2007	BLAST fares increased from $0.75 to $1.25
Jan 3, 2008	Route headways changed from 30 to 35 minutes
Sep 2, 2008	Evening service extended Saturday service reduced Route B re-realigned to Emanuel Medical Center
Apr 5, 2010	Route headways changed from 35 to 40 minutes Route C extended to Costco
Feb 1, 2011	Service span reduced; first and last trips eliminated
Mar 1, 2011	BLAST fares increased to $1.50
Aug 27, 2012	New Turlock Regional Transit Center at Dels Ln. & Golden State Blvd. opened
Jan 11, 2016	Route headways changed from 40 to 40-50 minutes.

System Ridership

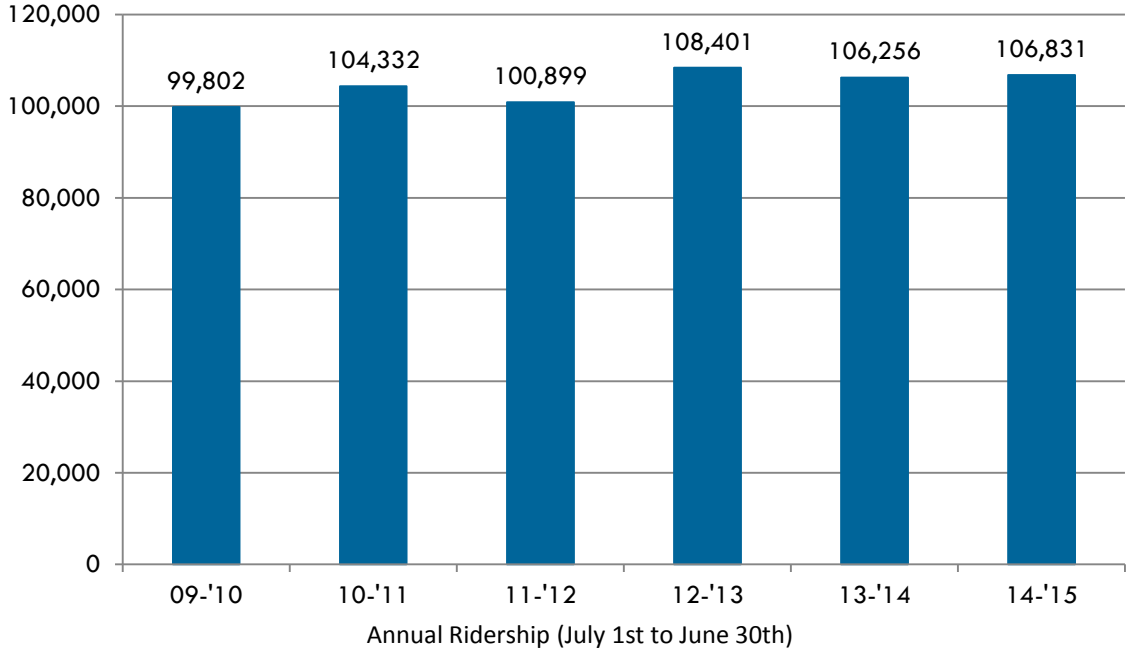
The BLAST bus fixed-route annual historical ridership data can be found in Figure 22. Annual ridership experienced a 7.4% increase during the year following the opening of the new Turlock Regional Transit Center. Ridership has declined slightly over the past two years, potentially as a result of schedule reliability issues.

The BLAST bus fixed-route system monthly historical ridership data from July 2009 to June 2015 can be found in Figure 23. Monthly ridership is higher in the fall and spring months with the lowest ridership in the summer, coinciding with the school year. The highest monthly ridership since 2009 is October 2014 with 11,011 riders.

Stop-level ridership data was collected in October 2015. Weekday boardings and alightings for each bus stop are depicted in Figure 24. Major destinations include Turlock High School, Walmart (Fulkerth), Dutcher Middle School, Salvation Army, Pitman High School, downtown Turlock, Target, Safeway, Save Mart, and Walmart Neighborhood Market (Geer). Residential streets with high weekday ridership include Linwood Ave, West Ave, and Soderquist Rd.

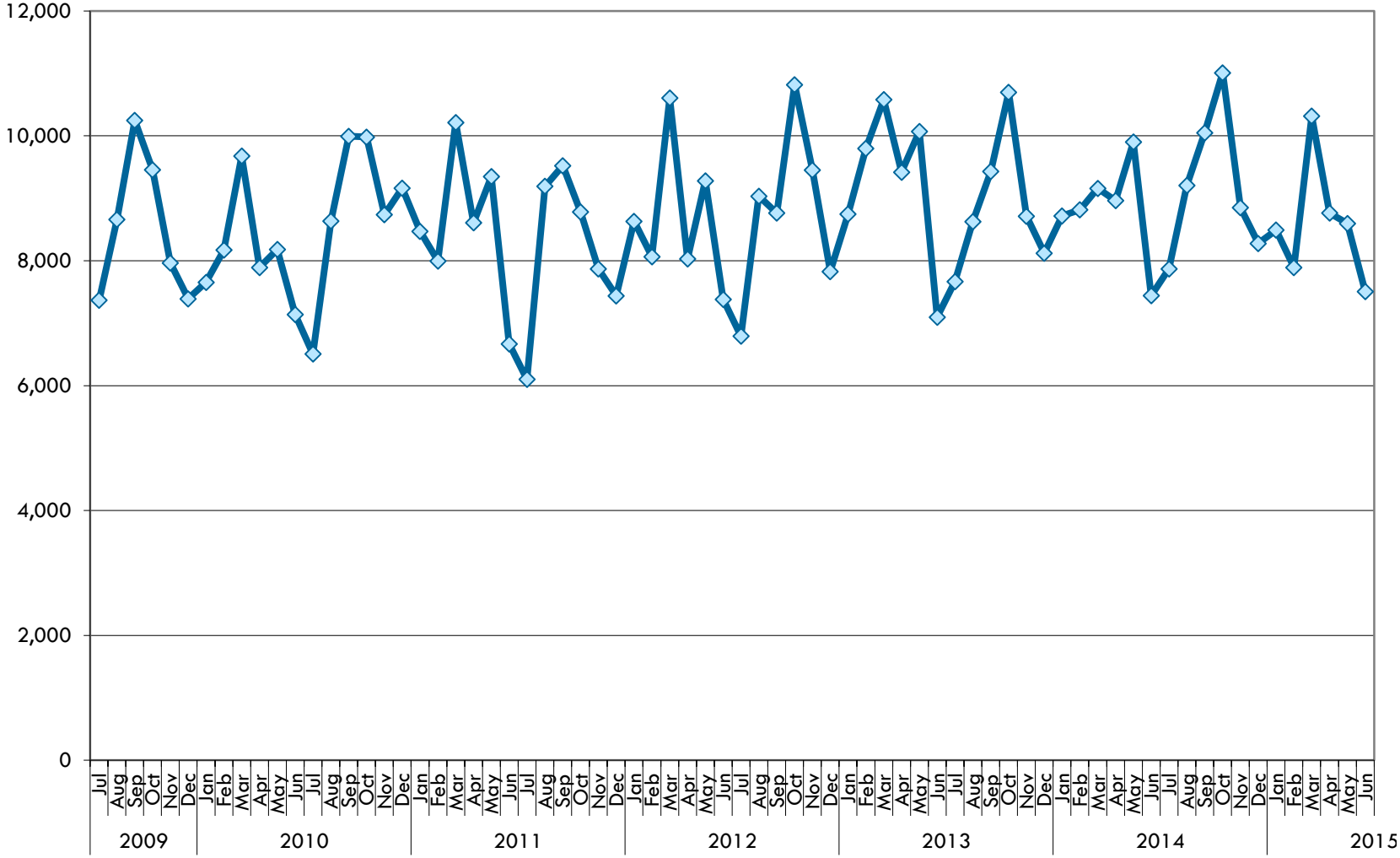
The highest numbers of Saturday boardings occur along Geer Rd., Countryside Dr., and Olive Ave. Select stops record boardings but no alightings, possibly indicating that customers are not taking transit in both directions due to the limited service span. Saturday boardings and alightings are depicted in Figure 25.

Figure 22 BLAST Bus Fixed-Route Historical System Ridership By Year



Source: City of Turlock

Figure 23 BLAST Bus Fixed-Route Historical System Ridership By Month



Source: City of Turlock

Figure 24 Weekday Boardings and Alightings by Stop

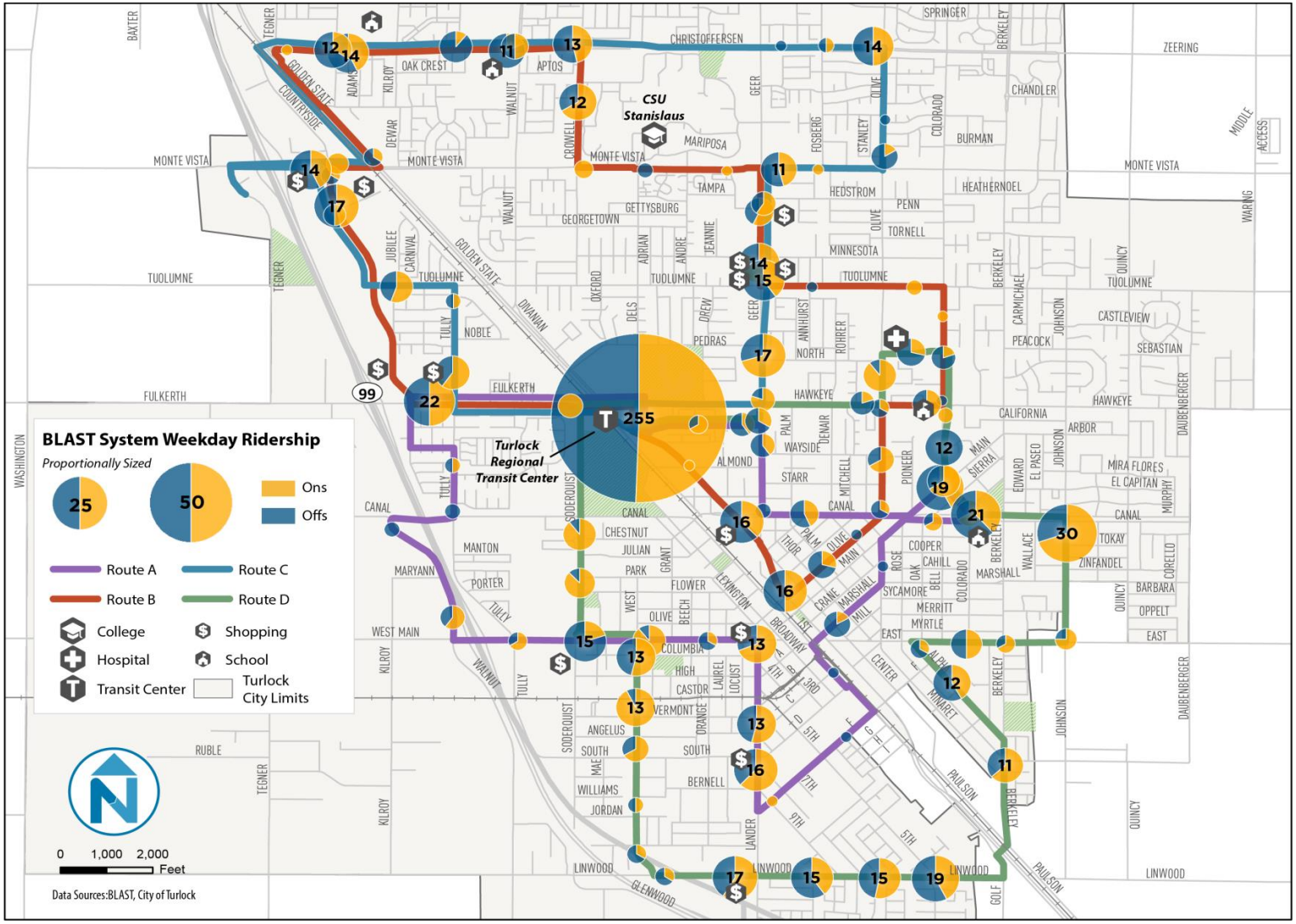
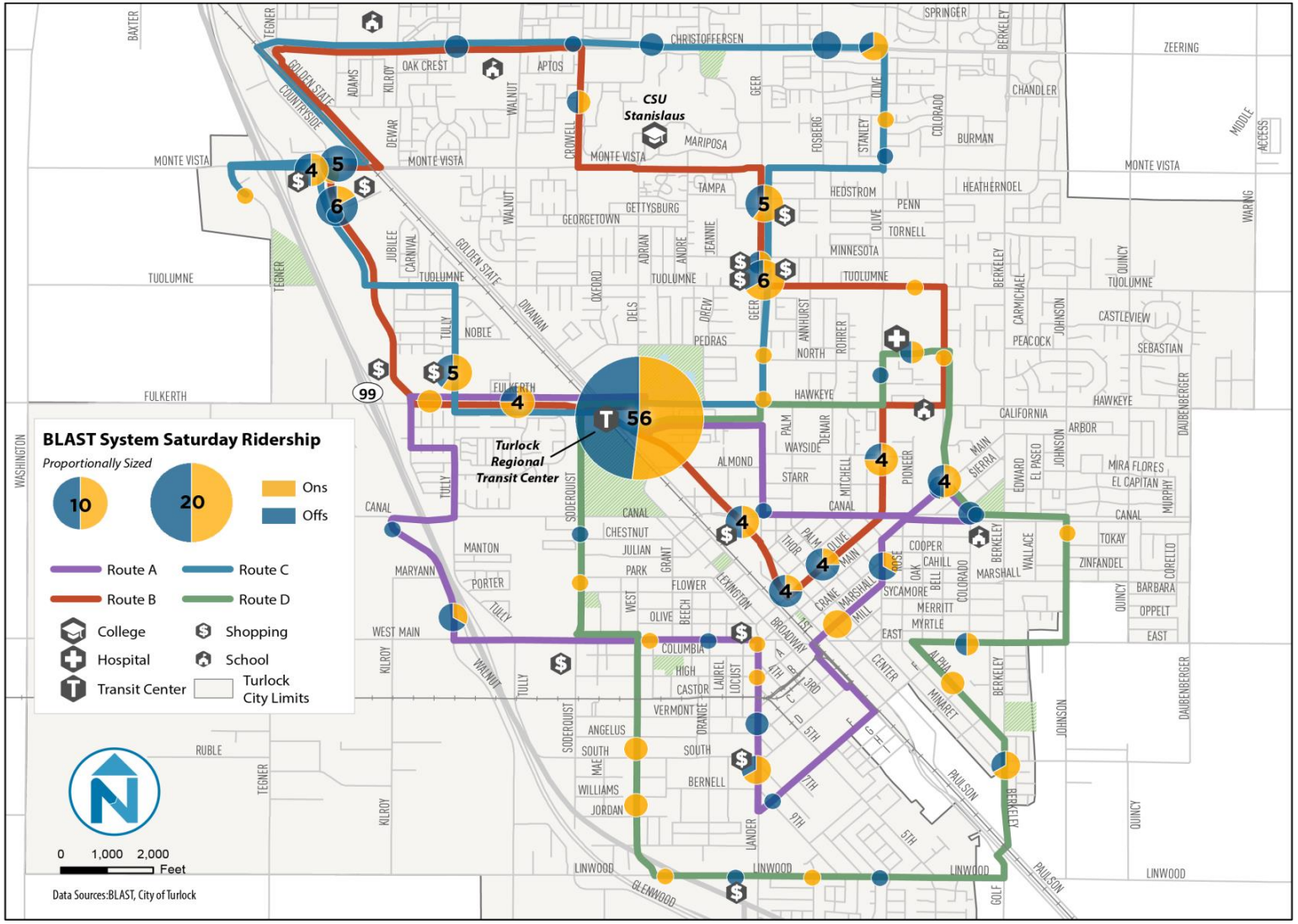


Figure 25 Saturday Boardings and Alightings by Stop



Route Ridership and Productivity

Route D generates nearly twice as much ridership as other routes on weekdays. On Tuesdays, system ridership increases due to the Turlock Sales Yard event at the intersection of East Ave. and Johnson Rd., which is served by Route D. System ridership also increases on the weekdays immediately following the 1st and 15th days of the month. Saturday ridership is significantly less than on weekdays due to the reduced service span. The Saturday productivity of Route C along with stop level ridership indicates a need for increased weekend service. Ridership and productivity (based on 2015 service hours) for each BLAST route by service level is depicted in Figure 26 and Figure 27.

Figure 26 Ridership by Route and Service Level

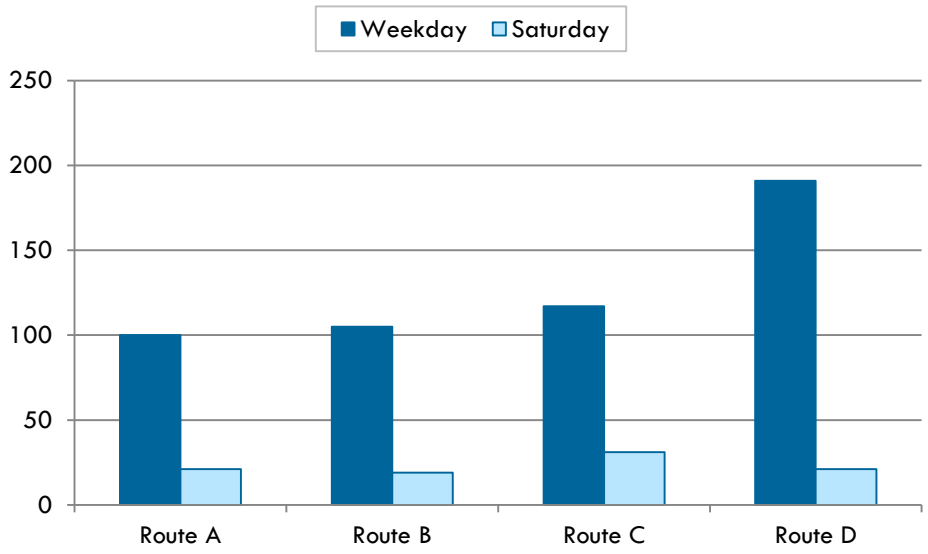
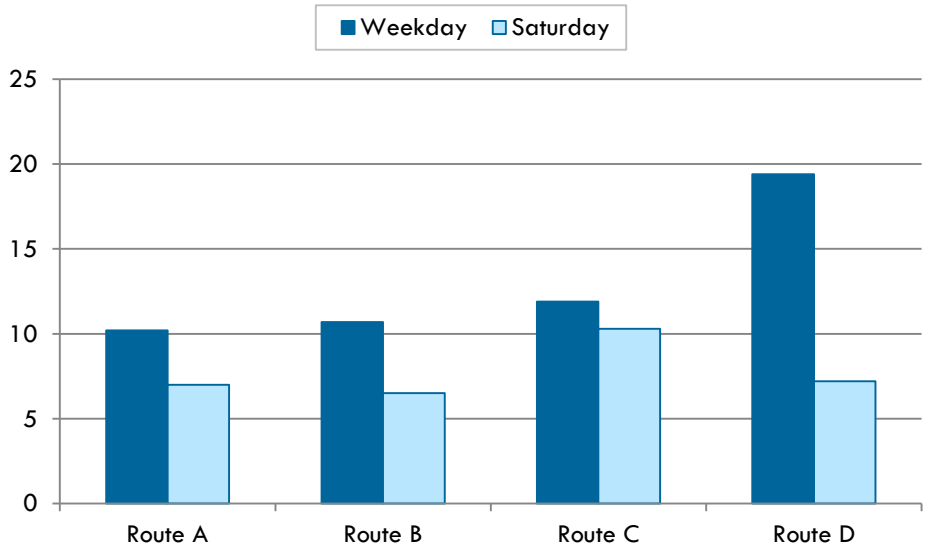


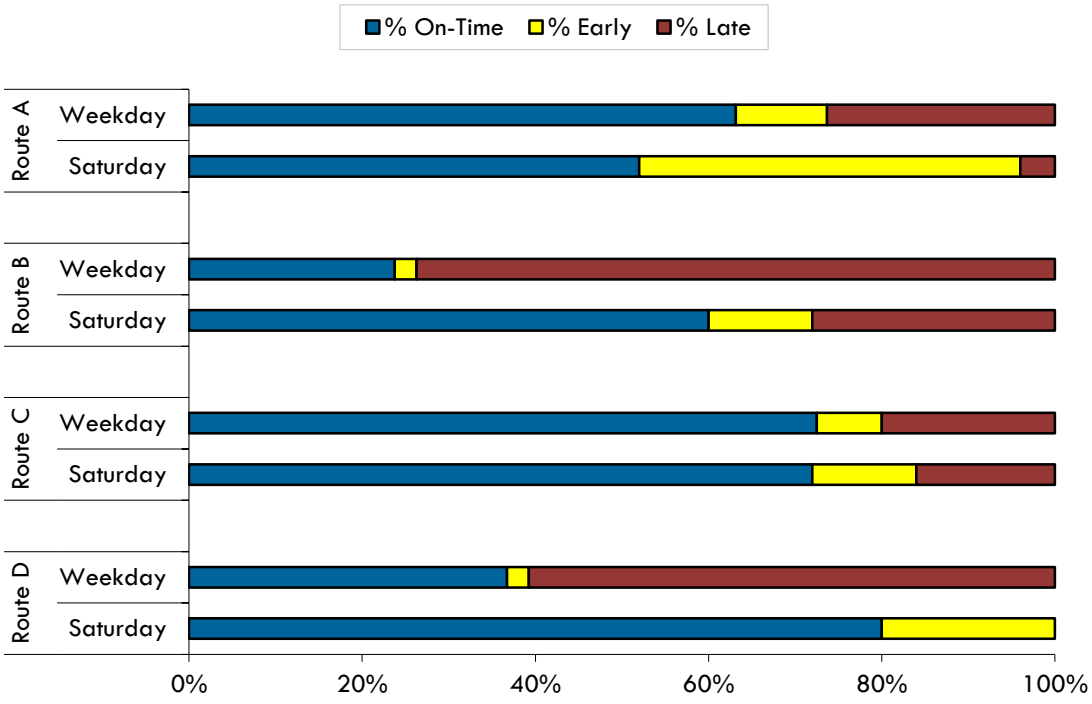
Figure 27 Productivity (Boardings per Revenue Hour) by Route and Service Level



Schedule Adherence

Schedule adherence was also collected in October 2015. On-time performance is an issue for Routes A, B, and D. It should be noted that schedule adherence can vary significantly from one day to another due to traffic or vehicle breakdowns. Schedule adherence for each BLAST route by service level is shown in Figure 28.

Figure 28 Schedule Adherence by Route



Turlock Regional Transit Center

The Turlock Regional Transit Center opened on August 27, 2012. The facility includes 12 sawtooth bus bays, benches, shelters, and 28 parking spaces. Future expansion plans include an indoor customer waiting area with restrooms, space for public meetings and retail, and BLAST administration. The facility is served by several local and regional routes, including all four BLAST routes, four Stanislaus Regional Transit (StaRT) routes, and one routes operated by The Bus, Merced's Regional Transit System.

Figure 29 Routes serving Turlock Regional Transit Center

Provider	Routes	Areas / Cities Served
BLAST	A, B, C, D	Turlock
StaRT	10X, 15	Modesto, Ceres, Keyes, Turlock
	45 East	Turlock, Patterson
	70	Modesto, Ceres, Keyes, Turlock, Dehli, Livingston, Atwater, Merced
The Bus	T Turlock Commuter	Turlock, Dehli, Livingston, Atwater, Merced

Figure 30 Photos and Aerial Imagery of Turlock Regional Transit Center

Source: Turlock Journal and Google Maps

ROUTE PROFILES

The following section contains a summary of each route based on performance data and field observations. Ridership and on-time performance data was collected during October 2015. Ridership is measured in terms of average daily boardings, which refers to the number of times a passenger enters a vehicle. Route productivity is measured by dividing average daily boardings by the number of scheduled daily revenue hours, or the time in which all vehicles assigned to a route are in service for a particular level of service (i.e. weekday or Saturday).

Schedule reliability, also referred to as on-time performance, is a measure of how well a particular route adheres to its schedule. It suggests whether a customer can count on a bus being there when the schedule says it will be. For BLAST Bus and most transit systems across the county, buses are considered on-time if they depart a designated timepoint between zero and 5 minutes later than the scheduled departure time. A significant percentage of late departures were observed on weekday Routes B and D, indicating a need to adjust existing schedules to reflect actual travel times or incorporate recovery time into the endpoint(s) of each route to accommodate operator breaks and allow an opportunity to get back on schedule.

Route A

Description

Route A consists of a 40-to-50-minute loop that starts and ends at Turlock Regional Transit Center. The route travels counterclockwise through the west and south sides of the city. Route A operates in an outbound direction using Fulkerth Road, Countryside Drive, Branding Iron Drive, Tully Road, Canal Drive, Walnut Road, Main Street, Lander Avenue, F Street, 1st Street, Marshall Street, Minaret Avenue, Main Street, and then makes a triangle using Canal Drive, Colorado Avenue, and Main Street, and then continues westbound on Canal Drive to Geer Road, 20th Century Boulevard ending at the transit center.

Route Characteristics	
Stops	31
Route Length (miles)	8.4
Stop Spacing (miles)	0.27
Weekday	
Ridership (boardings)	100
Productivity (boardings per hour)	10.2
On-Time Arrival	63%
Saturday	
Ridership	21
Productivity (boardings per hour)	7.0
On-Time Arrival	52%

Route A serves several shopping amenities such as Grocery Outlet, Cost Less Foods, Salvation Army, and Goodwill. Additionally, the route serves Turlock High School and Regal Cinemas.

Performance

Route A Weekday

Route A has 100 weekday daily boardings and 10.2 boardings per hour, below the system-wide weekday average of 13.0. Ridership spikes on the 7:20 a.m, 2:00 p.m., trips with 18 and 16 boardings respectively. The lowest performing trips are at 4:55 p.m. and 10:00 a.m. trips both with 1 boarding. The highest number of boardings occurs at the transit center, with other high stops at Colorado Avenue and Main Street, Salvation Army, Vermont Avenue and Lander Avenue, and Cost Less Foods. The most productive segment of the route is Walnut Road and Main Street to Lander Avenue and South Avenue with 16.7 boardings per hour. The least productive segment is Lander Avenue and South Avenue to Colorado Avenue and Canal Drive with 6.4 boardings per hour.

The east half of the route is circuitous due to crossing train tracks and serving Turlock High School. Because the route loops in one direction, it may be inconvenient for some passengers who need to travel in the opposite direction of the loop and must ride the majority of the route and lengthen their trip. A bi-directional route may be easier for passengers to understand and get passengers quicker to their destinations. Route A weekday has an average on-time performance score for the system at 63%.

Route A Saturday

Route A Saturday has 21 daily boardings and 7.0 boardings per hour, below the system-wide average. Ridership is highest on the mid-day trip at 12:40 p.m., and lowest on the first and last trip of the day, 10:00 a.m. and 3:20 p.m. The highest number of boardings occur at the transit center. Many stops along the Saturday route have zero boardings. The most productive segment of the route is Dels Lane and Hawkeye Avenue to Walnut Road and Main Street with 12.8

boardings per hour. The least productive segment is Colorado Avenue and Canal Drive to Dels Lane and Hawkeye Avenue with 1.1 boardings per service hour. Saturday Route A runs every 80 minutes, with five trips per Saturday. On-time performance for Route A Saturday is 52%, which is the lowest in the system.

Figure 31 Route A Weekday Boardings by Trip

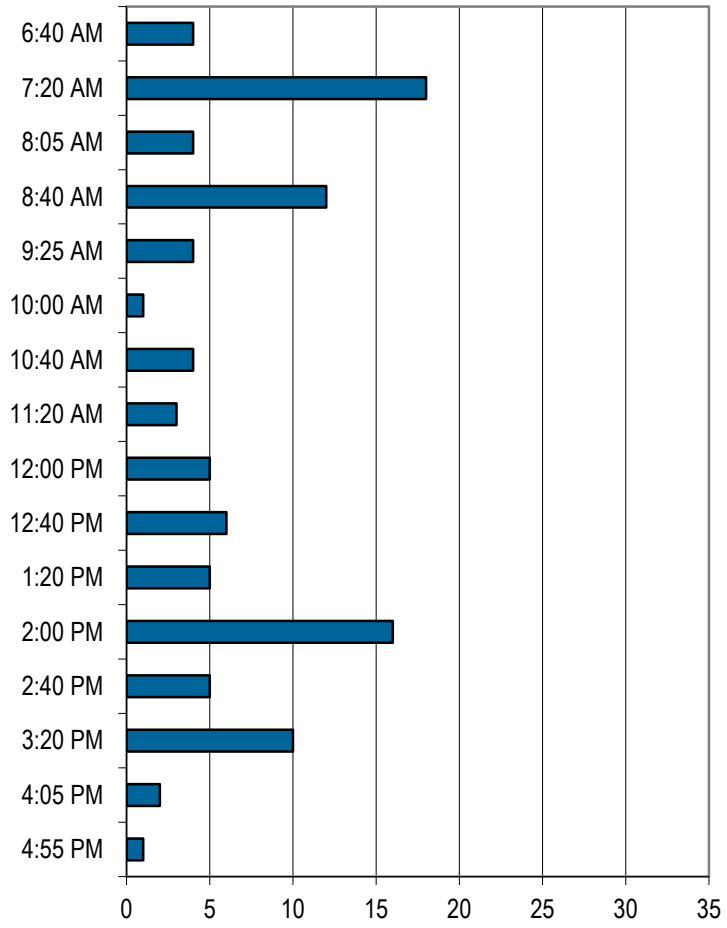


Figure 32 Route A Saturday Boardings by Trip

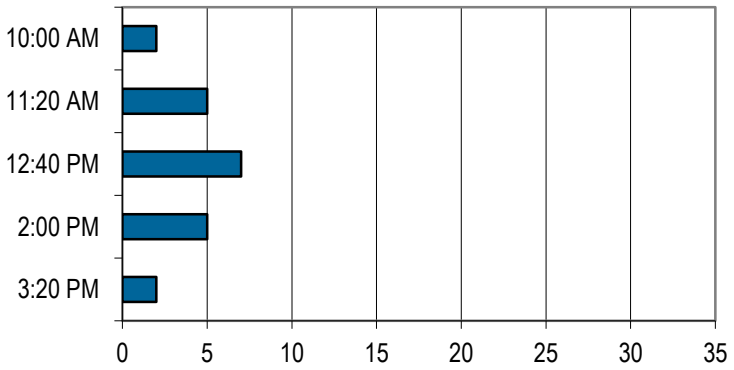
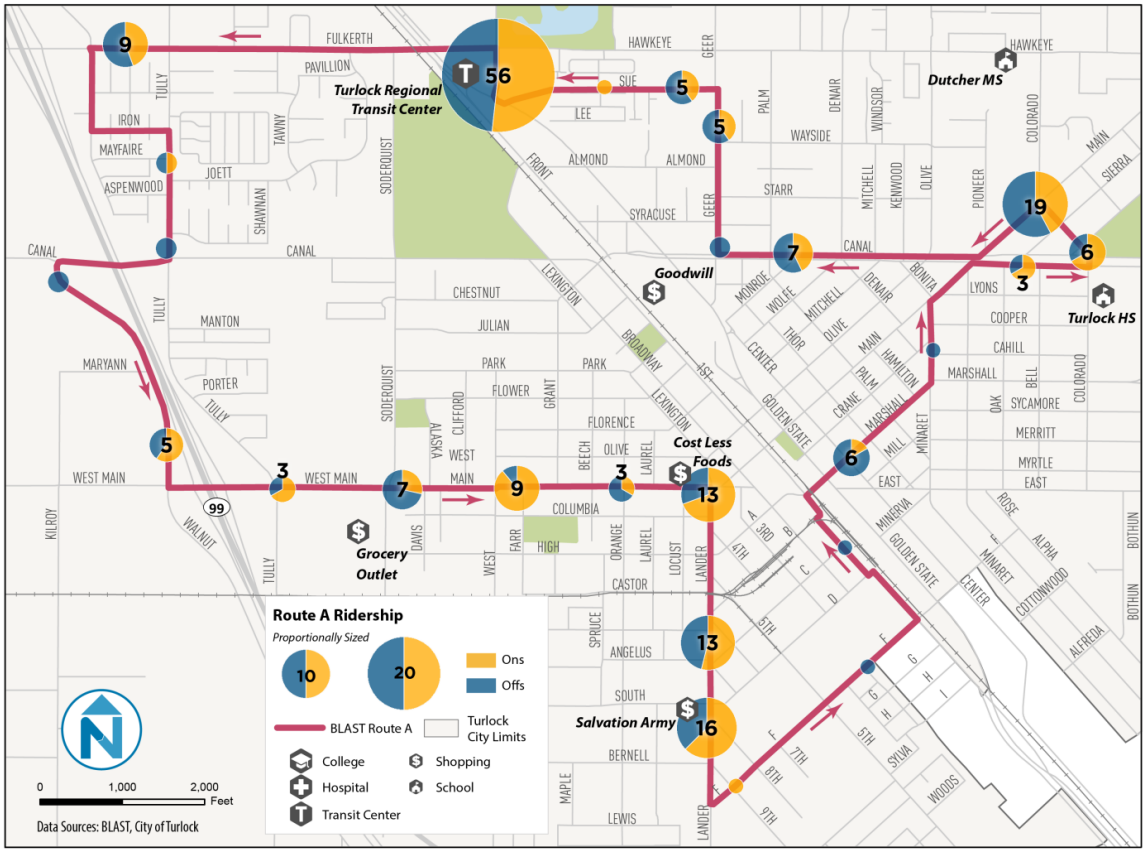


Figure 33 Route A Weekday Ridership by Stop



Route B

Description

Route B consists of a 40-to-50-minute loop that starts and ends at Turlock Regional Transit Center. The route travels clockwise through the north and west sides of the city. Route B operates in an outbound direction using Fulkerth Road, Countryside Drive, Monte Vista Avenue, Golden State Boulevard, Christoffersen Parkway, Crowell Road, Monte Vista Avenue, Geer Road, Tuolumne Road, Colorado Avenue, Hawkeye Avenue, Olive Avenue, and Golden State Boulevard, ending at the transit center.

Route B serves local shopping amenities such as Walmart, Target, Safeway and retail on Geer Road. The route also serves many schools including CSU Stanislaus, Turlock Middle School, Dutcher Middle School, and Emanuel Medical Center.

Route Characteristics	
Stops	33
Route Length (miles)	9.5
Stop Spacing (miles)	0.29
Weekday	
Ridership (boardings)	105
Productivity (boardings per hour)	10.7
On-Time Performance	24%
Saturday	
Ridership	19
Productivity (boardings per hour)	6.5
On-Time Performance	60%

Performance

Route B Weekday

Route B has 105 weekday daily boardings and 10.7 boardings per hour, below the system-wide weekday average of 13.0. Ridership spikes on the 7:20 a.m, 8:40 a.m., and 2:40 p.m., trips with 13, 11, and 10 boardings respectively. The lowest performing trips are at 12:40 p.m., and 4:55 p.m. both with 2 boardings. The highest number of boardings occurs at the transit center, with other high ridership stops at Safeway & Target, Golden State Boulevard and Canal Drive, and Olive Avenue and Golden State Boulevard. The most productive segment of the route is Dels Lane and Hawkeye Avenue to Countryside Drive and Monte Vista Avenue with 17.6 boardings per hour. The least productive segment of the route is Olive Avenue and Wayside Drive to Dels Lane and Hawkeye Avenue with 8.0 boardings per hour.

The route crosses railroad tracks, which is a barrier and affects on-time performance. Because the route loops in one direction, it may be inconvenient for some passengers who need to travel in the opposite direction of the loop and must ride the majority of the route and lengthen their trip. A bi-directional route may be easier for passengers to understand and get passengers quicker to their destinations. Route B weekday has the lowest on-time performance score for the system at 24%.

Route B Saturday

Route B Saturday has 19 daily boardings and 6.5 boardings per hour, below the system-wide average. Ridership is highest on the last trip at 2:40 p.m., and lowest, with zero, on the first trip of the day, 9:25 a.m. The highest number of boardings occur at the transit center. Many stops along the Saturday route have a low number of boardings. The most productive segment of the route is Dels Lane and Hawkeye Avenue to Countryside Drive and Monte Vista Avenue with 16.8

boardings per hour. The least productive segment is Geer Road and Regis Street to Olive Avenue and Wayside Drive with 2.7 boardings per service hour. Saturday Route B runs every 80 minutes, with five trips per Saturday. On-time performance for Route B Saturday is 60%, which is the lower half of all the routes in the system.

Figure 34 Route B Weekday Boardings by Trip

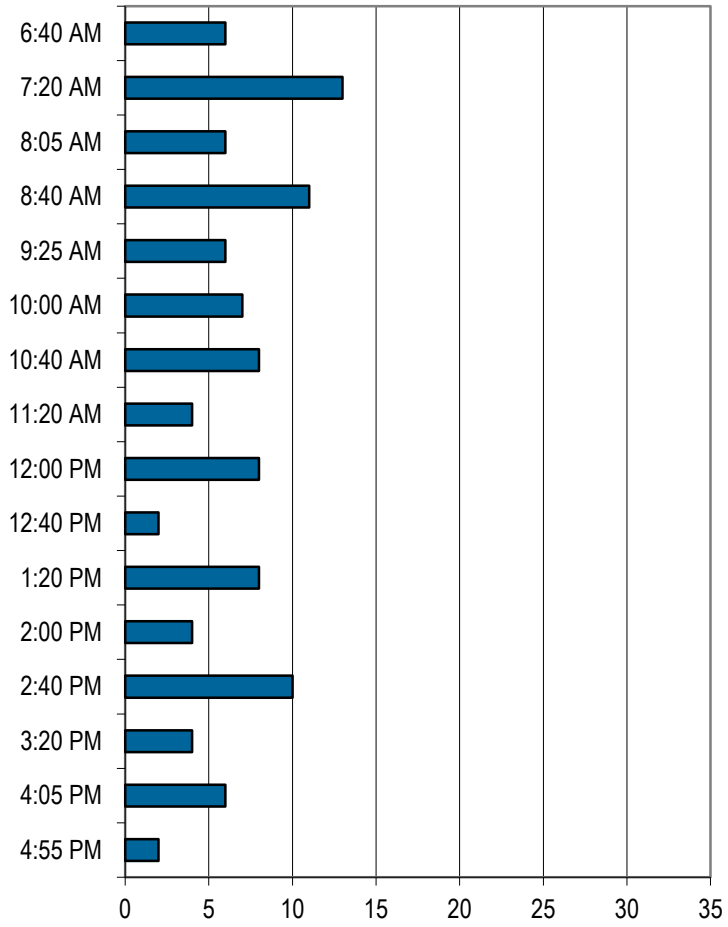


Figure 35 Route B Saturday Boardings by Trip

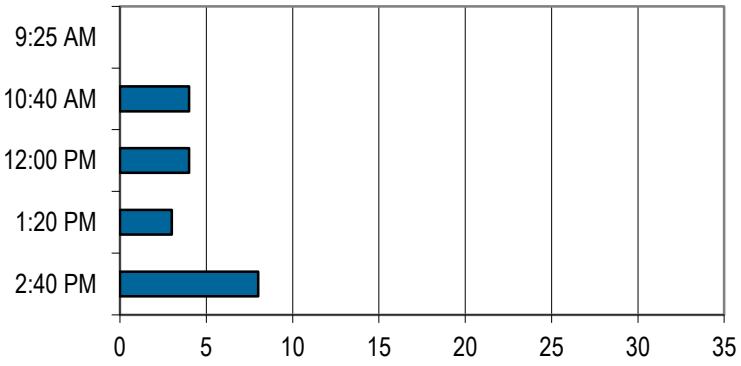
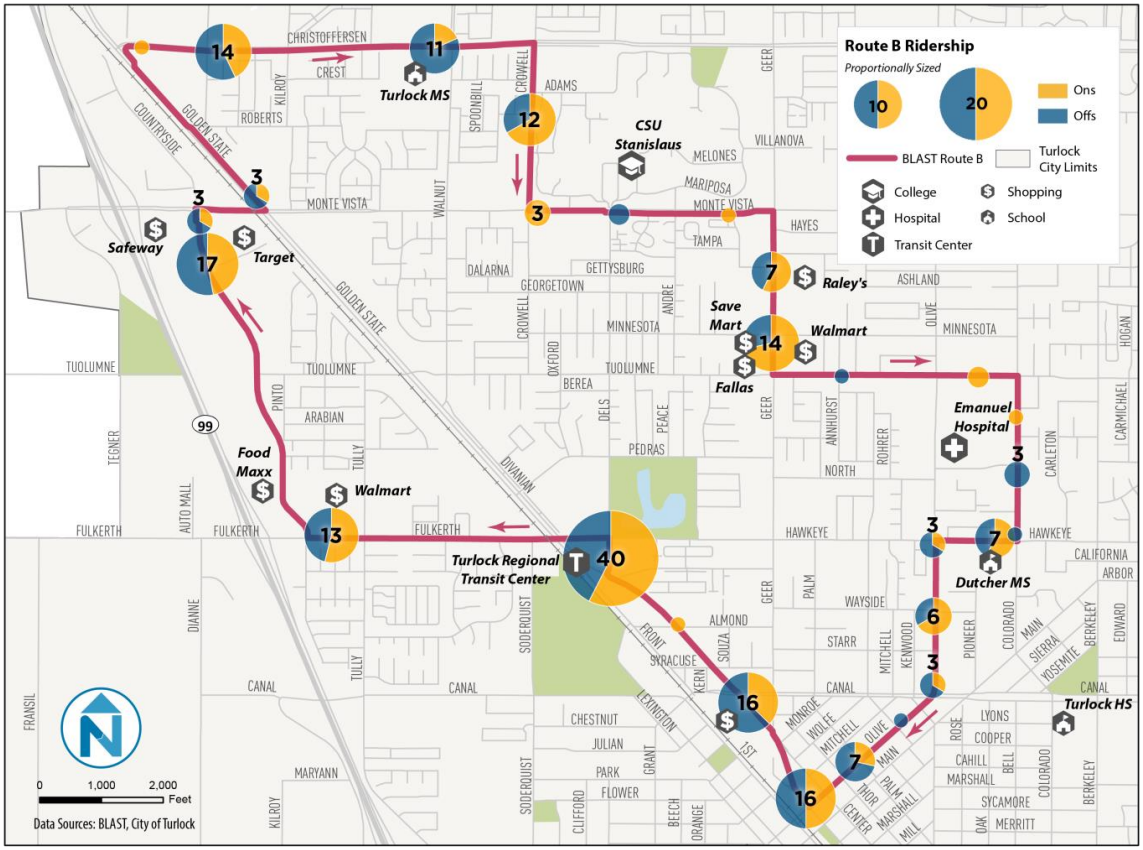


Figure 36 Route B Weekday Ridership by Stop



Route C

Description

Route C consists of a 40-to-50-minute loop that starts and ends at Turlock Regional Transit Center. The route travels counterclockwise through the north side of the city. Route C operates in an outbound direction using Hawkeye Avenue, Geer Road, Monte Vista Avenue, Olive Avenue, Christoffersen Parkway, Golden State Boulevard, Monte Vista Avenue, then completes and out-and-back on Tegner Road, Monte Vista Avenue, Countryside Drive, Tuolumne Road, Tully Road, Fulkerth Road and Golden State Boulevard, ending at the transit center.

Route C serves local shopping amenities such as Safeway, Target, Walmart, and retail on Geer Road. The route also serves schools including CSU Stanislaus, Turlock Middle School, and Pitman High School.

Route Characteristics	
Stops	28
Route Length (miles)	9.9
Stop Spacing (miles)	0.35
Weekday	
Ridership (boardings)	117
Productivity (boardings per hour)	9.8
On-Time Performance	20%
Saturday	
Ridership (boardings)	31
Productivity (boardings per hour)	10.3
On-Time Performance	72%

Performance

Route C Weekday

Route A has 117 weekday daily boardings and 9.8 boardings per hour, below the system-wide weekday average of 13.0. Ridership is highest on the 2:40 p.m. and 4:05 p.m., trips with 14 and 12 boardings. The lowest performing trips are at 7:20 a.m. and 10:00 a.m. with 3 and 4 boardings. The highest number of boardings occurs at the transit center, with other high ridership stops at North Avenue and Geer and Tuolumne Road and Geer Road. The most productive segment of the route is Dels Lane and Hawkeye Avenue to Geer Road and Regis Street with 30.3 boardings per hour. The least productive segment of the route is Christoffersen Parkway and Crowell Road to Tegner Road south of Powers Court with 7.2 boardings per hour.

The route crosses railroad tracks, which is a barrier and affects on-time performance. Single direction loops can be challenging to riders to make efficient trips to their destinations. Additionally, with the turnaround on Tegner Road to serve shopping destinations causes that portion of the route to be indirect. Route C weekday has the second-highest on-time performance score for the system at 72%.

Route C Saturday

Route C Saturday has 31 daily boardings and 10.3 boardings per hour, below the system-wide average. Ridership is highest on the first trip at 10:00 a.m., and lowest, on the last trip of the day, 3:20 p.m. The highest number of boardings occur at the transit center. Many stops along the Saturday route have a low number of boardings. The most productive segment of the route is Dels Lane and Hawkeye Avenue to Geer Road and Regis Street with 42.2 boardings per hour. The least productive segment is Christoffersen Parkway and Crowell Road to Tegner south of Powers Court with 0.0 boardings per service hour.

Saturday Route C runs every 80 minutes, with five trips per Saturday. On-time performance for Route C Saturday is 72%, which is the upper half of all the routes in the system.

Figure 37 Route C Weekday Boardings by Trip

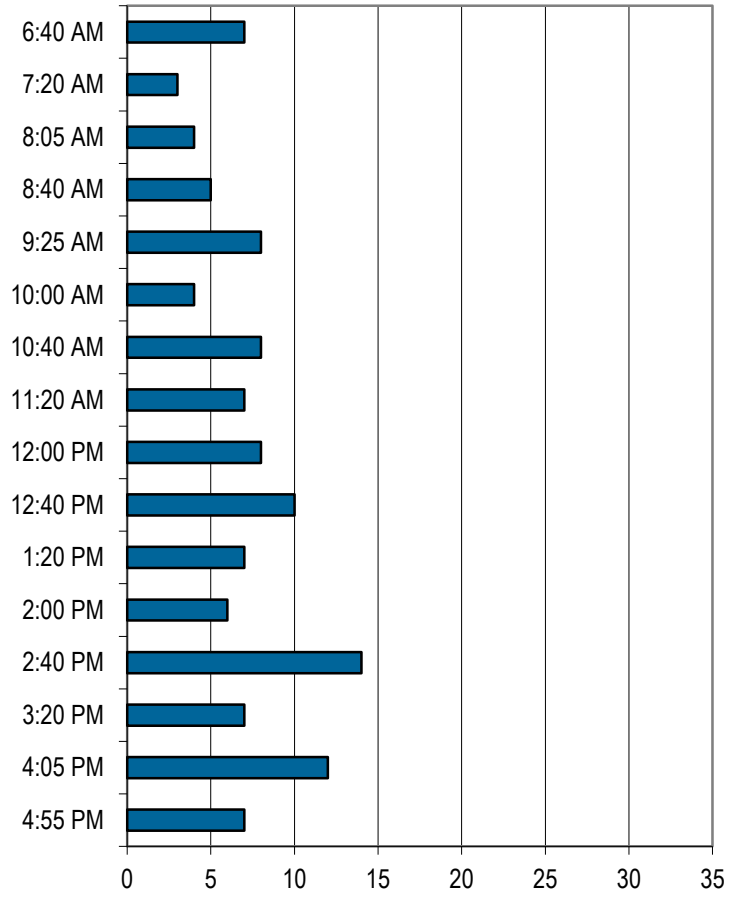


Figure 38 Route C Saturday Boardings by Trip

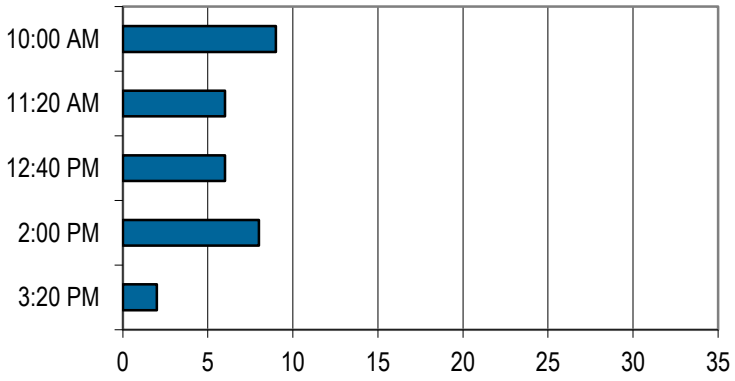
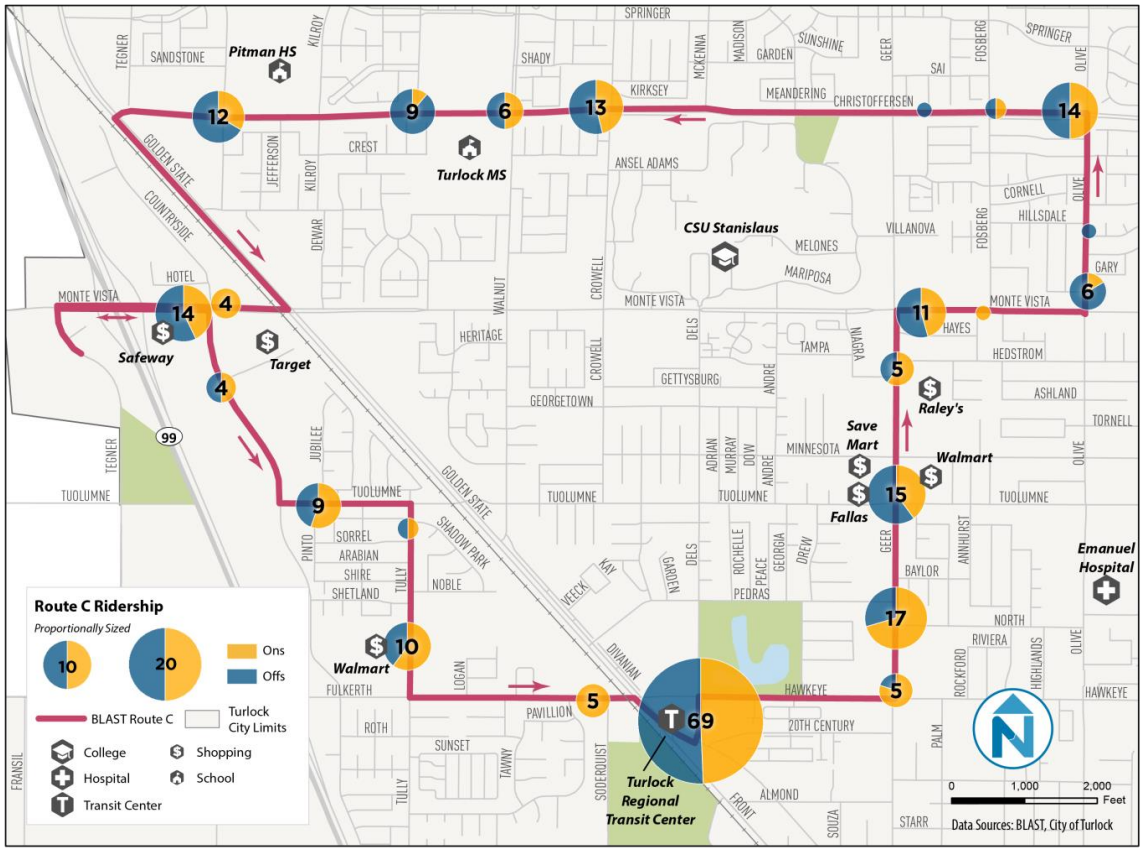


Figure 39 Route C Weekday Ridership by Stop



Route D

Description

Route D consists of a 40-to-50-minute loop that starts and ends at Turlock Regional Transit Center. The route travels counterclockwise through the south side of the city. Route D operates in an outbound direction using Fulkerth Road, Soderquist Road, Main Street, West Avenue, Linwood Avenue, Golf Road, Berkeley Avuenue, Alpha Road, East Avenue, Johnson Road, Canal Drive, Colorado Avenue, Delbon Avenue, and Hawkeye Avenue, Geer Road, and 20th Century Boulevard, ending at the transit center.

Route D serves schools including Turlock High School, Dutcher Middle School and local shopping amenities such as Turlock Flea Market (Tuesdays), Grocery Outlet and Save Mart. The route also serves Emanuel Medical Center.

Route Characteristics	
Stops	36
Route Length (miles)	8.8
Stop Spacing (miles)	0.24
Weekday	
Ridership	191
Productivity (boardings per hour)	19.4
On-Time Performance	37%
Saturday	
Ridership	21
Productivity (boardings per hour)	7.2
On-Time Performance	80%

Performance

Route D Weekday

Route D has 191 weekday daily boardings and 19.4 boardings per hour, above the system-wide weekday average of 13.0. Ridership is highest on the 2:00 p.m. 7:20 a.m., and 6:40 a.m. trips with 31, 25, and 22 boardings respectively. The lowest performing trips are at 1:20 p.m. and 4:55 p.m., and 8:40 a.m. with 4, 5, and 5 boardings respectively. The highest number of boardings occurs at the transit center, with other high ridership stops near Turlock High School and along Linwood Avenue. The most productive segment of the route is Dels Lane and Hawkeye Avenue to West Avenue and South Avenue with 47.8 boardings per hour. The least productive segment of the route is Canal Drive and Colorado Avenue to Dels Lane and Hawkeye Avenue with 10.5 boardings per hour.

The route crosses railroad tracks three times, which is a barrier and impacts on-time performance. This route is popular among students, especially those living close to Linwood Avenue. Route D also serves the Turlock Flea Market on Tuesdays, which generates significant ridership on the morning and early afternoon trips at the Johnson and East stop. Route D weekday has the second-lowest on-time performance score for the system at 37%.

Route D Saturday

Route C Saturday has 21 daily boardings and 7.2 boardings per hour, below the system-wide average. Ridership is highest on the first trip at 9:25 a.m., and lowest on the 1:20 p.m. trip. Many stops along the Saturday route have a low number of boardings. The most productive segment of the route is is Dels Lane and Hawkeye Avenue to West Avenue and South Avenue with 10.0 boardings per hour. The least productive segment is Canal Drive and Colorado Avenue to Dels Lane and Hawkeye Avenue with 4.4 boardings per service hour. Saturday Route D runs every 80

minutes, with five trips per Saturday. Given that this route serves many students during the week, the Saturday route has low ridership. On-time performance for Route D Saturday is 80%, which is the highest of all the routes in the system.

Figure 40 Route D Weekday Boardings by Trip

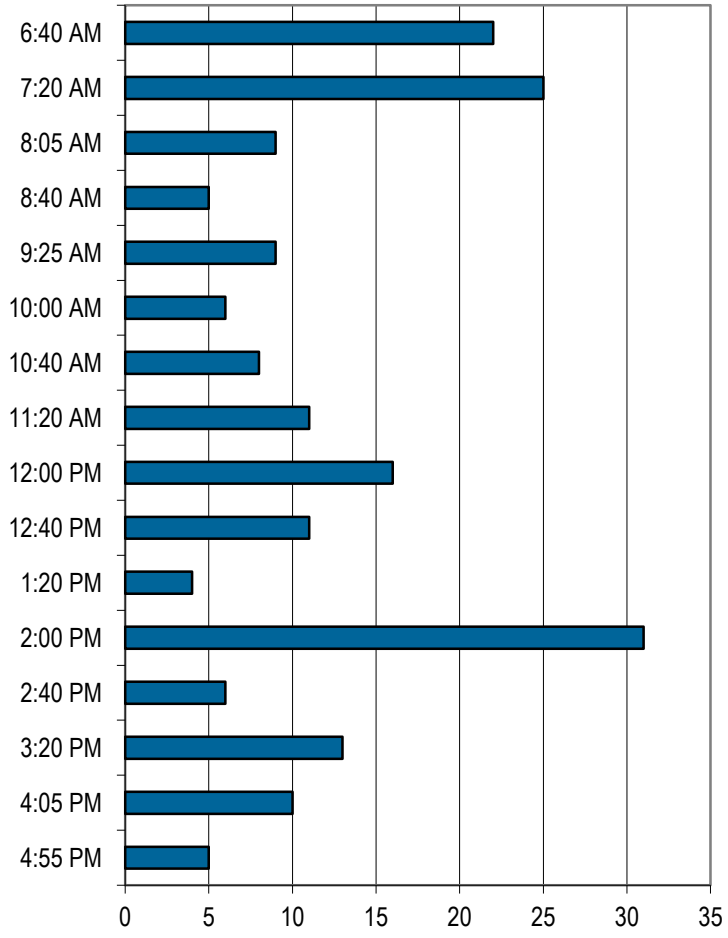


Figure 41 Route D Saturday Boardings by Trip

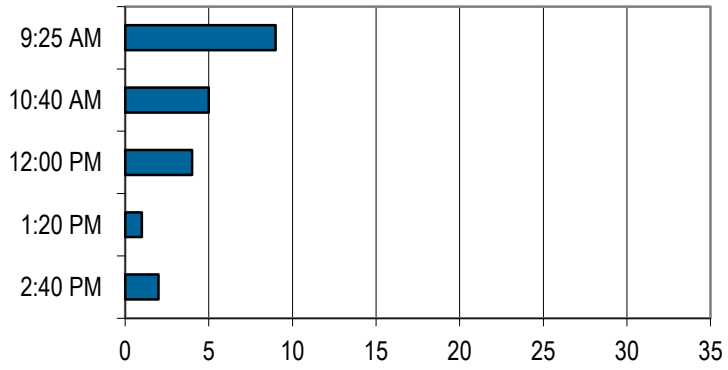
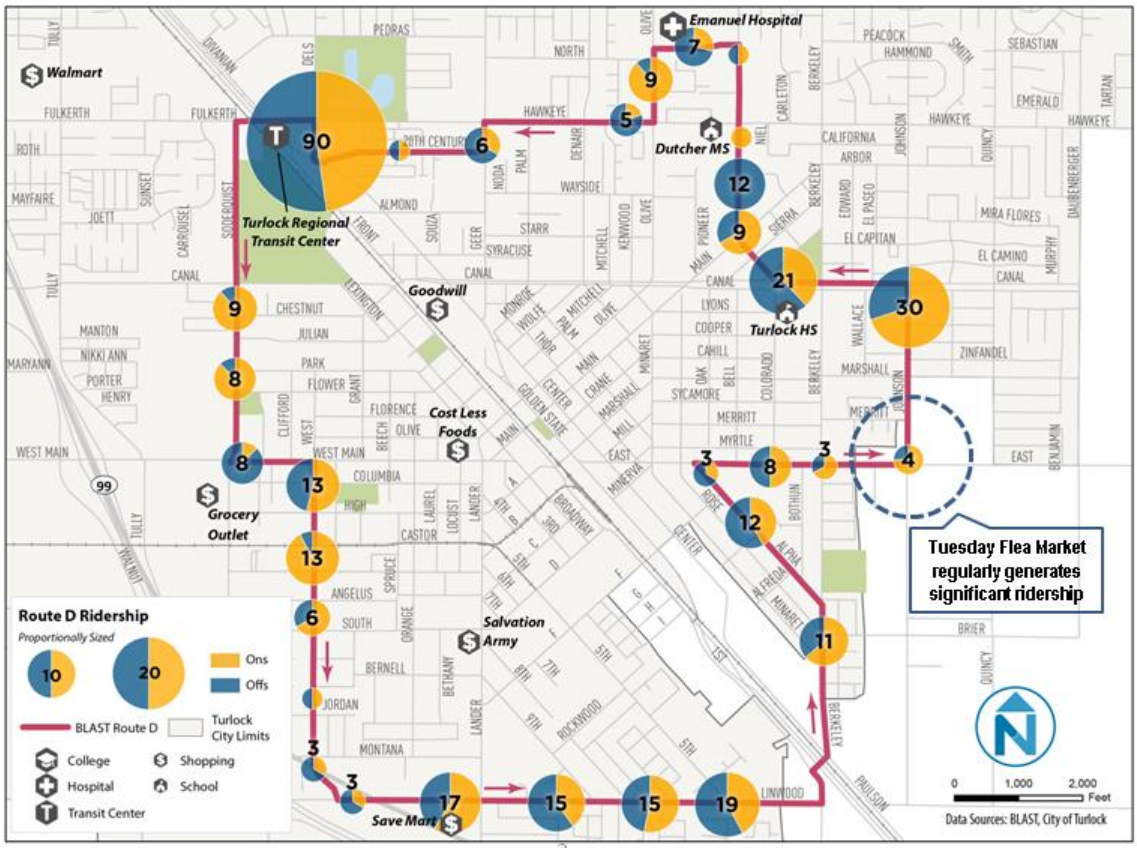


Figure 42 Route D Weekday Ridership by Stop



JANUARY 2016 SERVICE CHANGES

Recent changes to the BLAST bus schedules included later evening service and added Saturday service. Service changes went into effect on January 11, 2016.

Adjustments to weekday headways resulted in the last trip being pushed back to 5:55 p.m., a full hour later than the prior to the service change. The later trip concludes at the transit center at 6:30 p.m. This change is intended to better serve employees working into the early evening. Though no additional trips were added in this change, layover time at the transit center will be standardized, which will have a positive impact on on-time performance. Three midday trips were added to each route on Saturdays, decreasing the headway from 75/80 minutes to 40 minutes. Current schedules are depicted in Figure 43.

Two routes were realigned in January 2016. Segments of Routes A and D were swapped to balance running time. Route A now serves Dutcher Middle School and Emanuel Medical Center while Route D serves the Turlock Irrigation District.

Figure 43 Current BLAST Schedules (Effective January 11, 2016)

Route A Timetable

	Transit Center A1	Walnut Rd. & West Main St. A2	Lander Ave. & South Ave. A3	Colorado Ave. & Canal Dr. A4	Transit Center Arrival A1
(Shaded Runs also show Saturday Service)					
1	6:30 AM	6:39AM	6:47 AM	6:57 AM	7:10 AM
2	7:15 AM	7:25 AM	7:32 AM	7:42 AM	7:55 AM
3	8:00 AM	8:09 AM	8:16 AM	8:24 AM	8:35 AM
4	8:50 AM	8:59 AM	9:06 AM	9:14 AM	9:25 AM
5	9:30 AM	9:39 AM	9:46 AM	9:54 AM	10:05 AM
6	10:10 AM	10:19 AM	10:26 AM	10:34 AM	10:45 AM
7	10:50 AM	10:59 AM	11:07 AM	11:17 AM	11:30 AM
8	11:35 AM	11:44 AM	11:52 AM	12:02 PM	12:15 PM
9	12:20 PM	12:29 PM	12:37 PM	12:47 PM	1:00 PM
10	1:05 PM	1:14 PM	1:22 PM	1:32 PM	1:45 PM
11	1:55 PM	2:04 PM	2:12 PM	2:22 PM	2:35 PM
12	2:40 PM	2:49 PM	2:57 PM	3:07 PM	3:20 PM
13	3:25 PM	3:36 PM	3:45 PM	3:55 PM	4:10 PM
14	4:25 PM	4:34 PM	4:42 PM	4:52 PM	5:05 PM
15	5:10 PM	5:19 PM	5:27 PM	5:37 PM	5:50 PM
16	5:55 PM	6:04 PM	6:11 PM	6:19 PM	6:30 PM

Route B Timetable

	Transit Center B1	Countryside Dr. & Monte Vista Ave. B2	Geer Rd. & Regis Ave. B3	Olive Ave. & Wayside Dr. B4	Transit Center Arrival B1
(Shaded Runs also show Saturday Service)					
1	6:30 AM	6:36AM	6:48 AM	6:58 AM	7:10 AM
2	7:15 AM	7:21 AM	7:33 AM	7:43 AM	7:55 AM
3	8:00 AM	8:05 AM	8:16 AM	8:25 AM	8:35 AM
4	8:50 AM	8:55 AM	9:06 AM	9:15 AM	9:25 AM
5	9:30 AM	9:35 AM	9:46 AM	9:55 AM	10:05 AM
6	10:10 AM	10:15 AM	10:26 AM	10:35 AM	10:45 AM
7	10:50 AM	10:56 AM	11:08 AM	11:18 AM	11:30 AM
8	11:35 AM	11:41 AM	11:53 AM	12:03 PM	12:15 PM
9	12:20 PM	12:26 PM	12:38 PM	12:48 PM	1:00 PM
10	1:05 PM	1:11 PM	1:23 PM	1:33 PM	1:45 PM
11	1:55 PM	2:01 PM	2:13 PM	2:23 PM	2:35 PM
12	2:40 PM	2:46 PM	2:58 PM	3:08 PM	3:20 PM
13	3:25 PM	3:32 PM	3:45 PM	3:55 PM	4:10 PM
14	4:25 PM	4:31 PM	4:43 PM	4:53 PM	5:05 PM
15	5:10 PM	5:16 PM	5:28 PM	5:38 PM	5:50 PM
16	5:55 PM	6:00 PM	6:11 PM	6:20 PM	6:30 PM

Route C Timetable

	Transit Center C1	Geer Rd. & Tuolumne Rd. C2	Christoffersen Pkwy & Crowell Rd. C3	Tegner Rd. & Powers Ct. C4	Transit Center Arrival C1
(Shaded Runs also show Saturday Service)					
1	6:30 AM	6:37AM	6:47 AM	6:57 AM	7:10 AM
2	7:15 AM	7:21 AM	7:31 AM	7:41 AM	7:55 AM
3	8:00 AM	8:05 AM	8:13 AM	8:22 AM	8:35 AM
4	8:50 AM	8:55 AM	9:03 AM	9:12 AM	9:25 AM
5	9:30 AM	9:35 AM	9:43 AM	9:52 AM	10:05 AM
6	10:10 AM	10:15 AM	10:23 AM	10:32 AM	10:45 AM
7	10:50 AM	10:57 AM	11:07 AM	11:17 AM	11:30 AM
8	11:35 AM	11:42 AM	11:52 AM	12:02 AM	12:15 AM
9	12:20 PM	12:27 PM	12:37 PM	12:47 PM	1:00 PM
10	1:05 PM	1:12 PM	1:22 PM	1:32 PM	1:45 PM
11	1:55 PM	2:02 PM	2:12 PM	2:22 PM	2:35 PM
12	2:40 PM	2:47 PM	2:57 PM	3:07 PM	3:20 PM
13	3:25 PM	3:32 PM	3:44 PM	3:54 PM	4:10 PM
14	4:25 PM	4:32 PM	4:42 PM	4:52 PM	5:05 PM
15	5:10 PM	5:17 PM	5:27 PM	5:37 PM	5:50 PM
16	5:55 PM	6:00 PM	6:08 PM	6:17 PM	6:30 PM

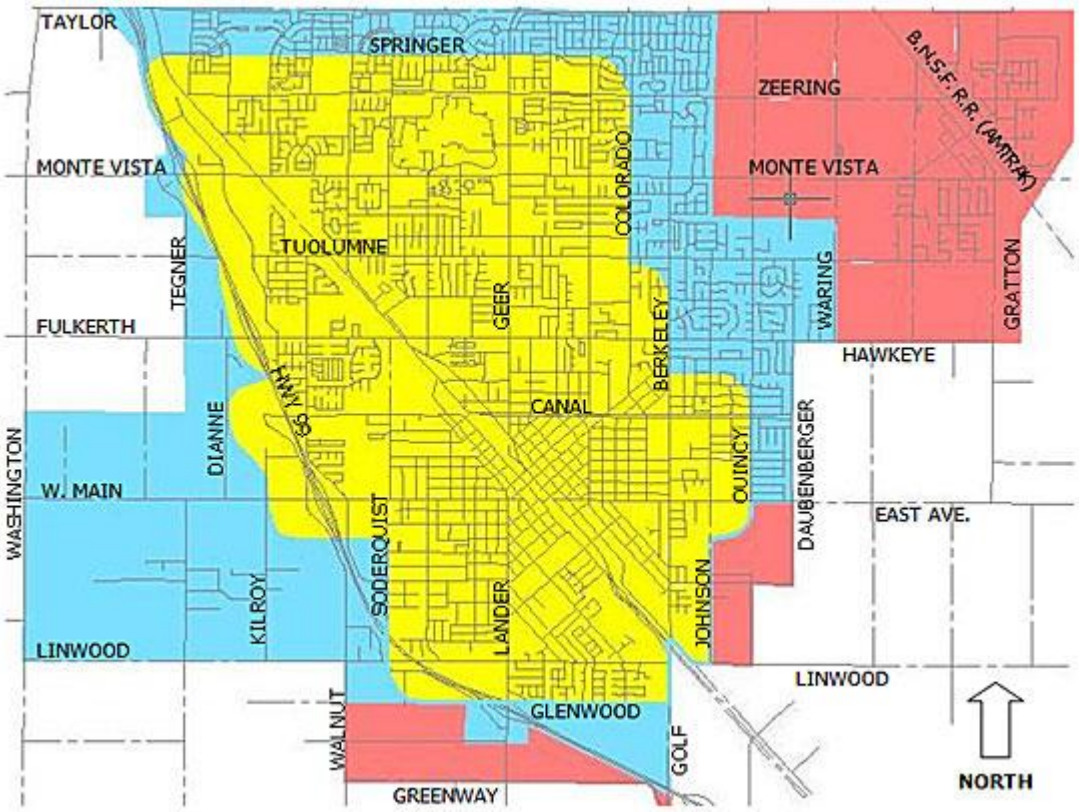
Route D Timetable

	Transit Center D1	West Ave. & South Ave. D2	Berkeley Ave. & Beer Rd. D3	Canal Dr. & Colorado Ave. D4	Transit Center Arrival D1
(Shaded Runs also show Saturday Service)					
1	6:30 AM	6:37 AM	6:48 AM	6:58 AM	7:10 AM
2	7:15 AM	7:22 AM	7:33 AM	7:43 AM	7:55 AM
3	8:00 AM	8:06 AM	8:15 AM	8:24 AM	8:35 AM
4	8:50 AM	8:56 AM	9:05 AM	9:14 AM	9:25 AM
5	9:30 AM	9:36 AM	9:45 AM	9:54 AM	10:05 AM
6	10:10 AM	10:16 AM	10:25 AM	10:34 AM	10:45 AM
7	10:50 AM	10:57 AM	11:08 AM	11:18 AM	11:30 AM
8	11:35 AM	11:42 AM	11:53 AM	12:03 PM	12:15 PM
9	12:20 PM	12:27 PM	12:38 PM	12:48 PM	1:00 PM
10	1:05 PM	1:12 PM	1:23 PM	1:33 PM	1:45 PM
11	1:55 PM	2:02 PM	2:13 PM	2:23 PM	2:35 PM
12	2:40 PM	2:47 PM	2:58 PM	3:08 PM	3:20 PM
13	3:25 PM	3:33 PM	3:45 PM	3:56 PM	4:10 PM
14	4:25 PM	4:32 PM	4:43 PM	4:53 PM	5:05 PM
15	5:10 PM	5:17 PM	5:28 PM	5:38 PM	5:50 PM
16	5:55 PM	6:01 PM	6:10 PM	6:19 PM	6:30 PM

DIAL-A-RIDE TURLOCK (DART)

The DART Dial-A-Ride Turlock system provides service for people over 65 and those with disabilities. For all other passengers, DART is limited to only those trips going or coming from outside the BLAST service area and to elementary students going to or from school. A system map for DART can be found in Figure 44. The yellow area represents the BLAST service area, with the blue area representing Turlock city limits. DART trips inside the yellow or blue areas cost $2.50 per trip. The red area represents outside Turlock city limits, where DART service is also available at $3.50 per trip. DART service hours are 6:40 a.m. to 5:30 p.m. weekdays and 9:25 a.m.to 4:00 p.m. on Saturday. DART also provides service to Denair on weekdays from 9:00 a.m.to 4:00 p.m. and on Saturday from 9:30 a.m. to 3:30 p.m.

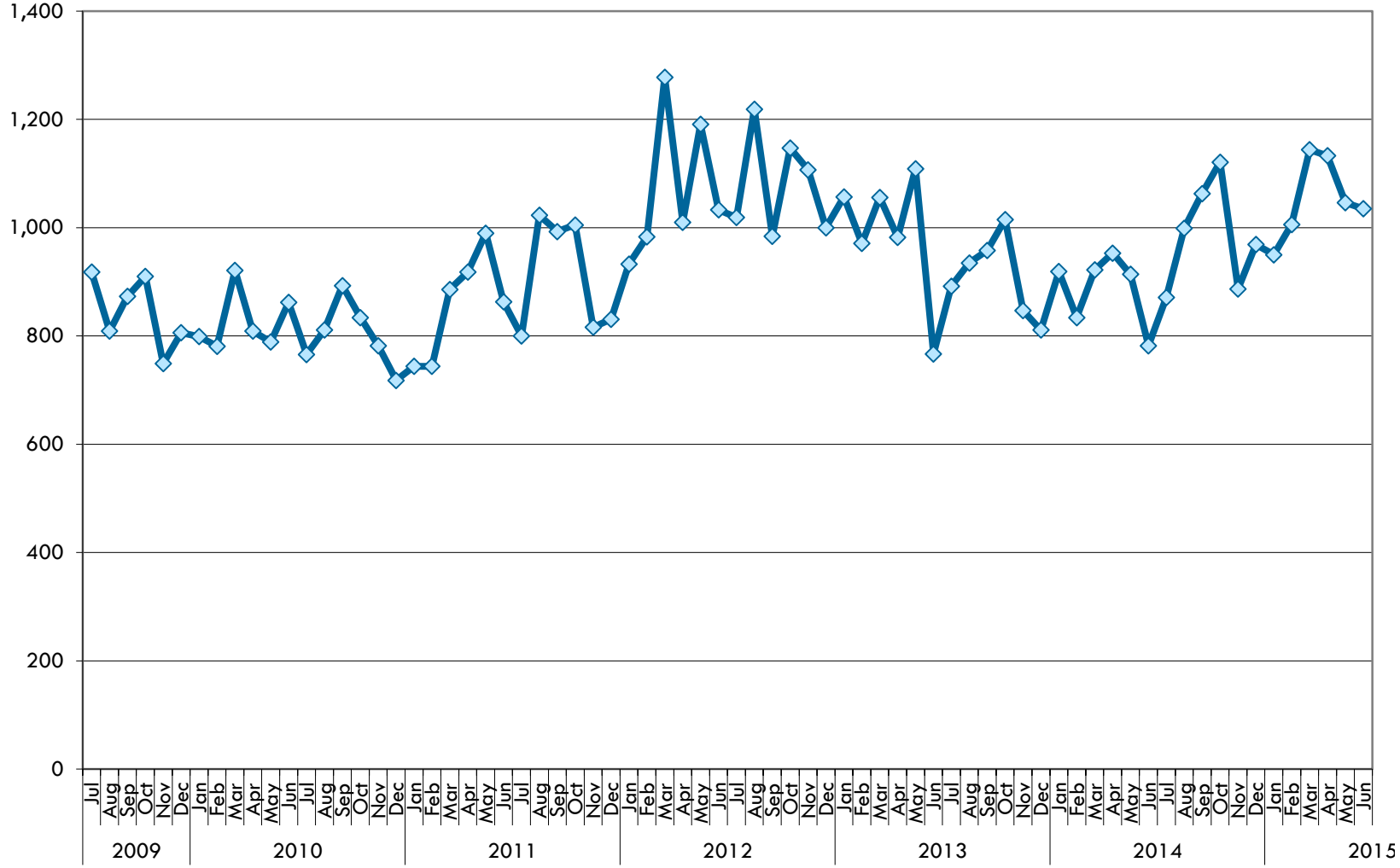
Figure 44 DART Service Area Map



Source: City of Turlock

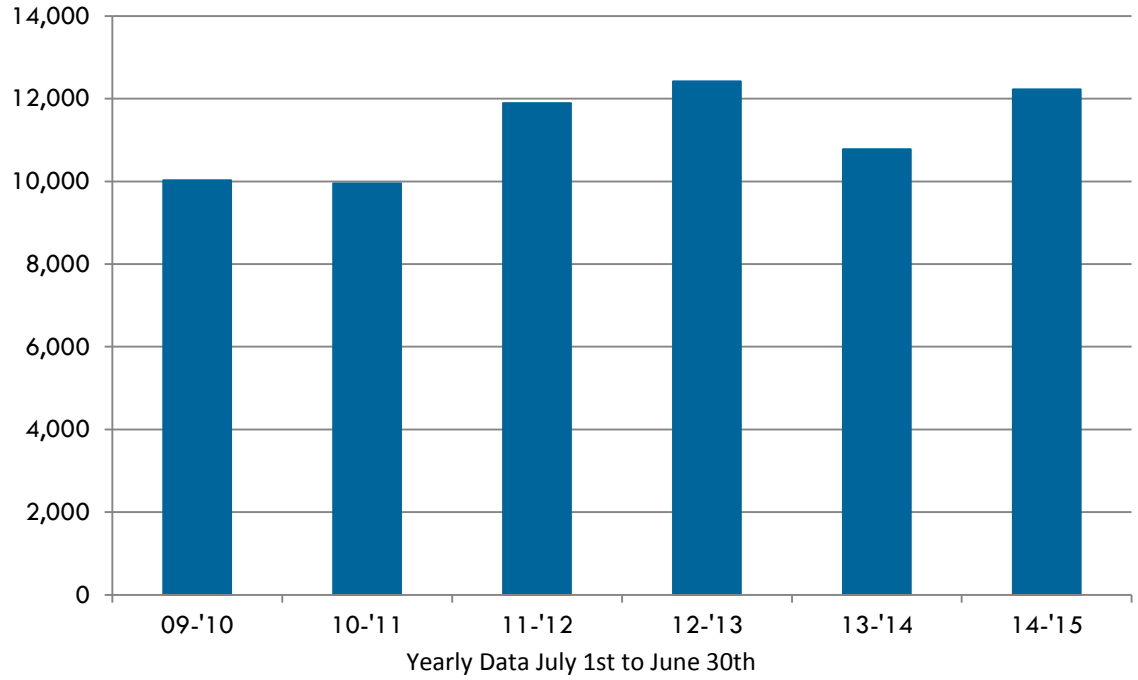
Monthly historical ridership from July 2009 to June 2015 can be found in Figure 45. Monthly ridership is higher in the fall and spring months with the lowest ridership in the winter, coinciding roughly with the school year. The highest monthly ridership since 2009 is March 2012 with 1,278 riders. The DART annual historical ridership data can be found in Figure 46. Annual ridership has been increasing since 2009, with the exception of the 2013-2014 year, which dipped to 10,782 riders. The most recent data available for July 1st to June 30th for the 2014 – 2015 year is 12,224 riders.

Figure 45 DART Historical Ridership by Month



Source: City of Turlock

Figure 46 DART Historical Ridership by Year



Source: City of Turlock

DART Fare Structure

DART service is free for children under the age of 4, which is consistent with the BLAST fare structure. The price of single-ride fares and ticket books differ if trips are made within or outside Turlock City Limits.

Figure 47 BLAST Fare Structure

Fare Type	Price
DART Fares	
0 - 3 years (limit of 2 free per adult)	Free
4 years and older (trips in Turlock)	$2.50
4 years and older (trips outside Turlock)	$3.50
DART Ticket Books	
In Turlock	$25.00
Outside Turlock	$35.00
DART Elementary Student Passes	
Elementary 10 Trip DART Pass*	$30.00

5 PEER SYSTEM REVIEW

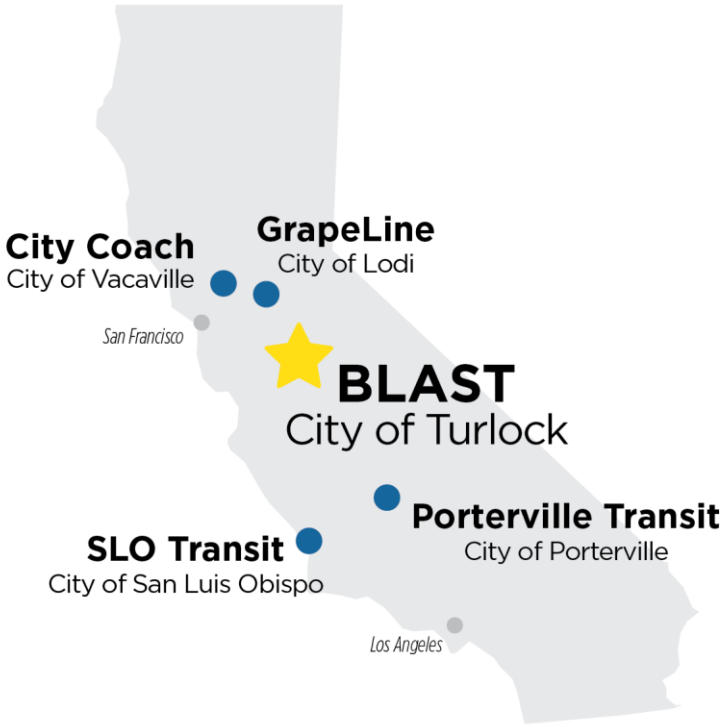
Peer system reviews compare transit agencies with similar characteristics along various indicators in order to better understand their strengths and opportunities.

This peer review assesses the (1) availability of transit service, (2) ridership, (3) fares, and (4) operating expenses for BLAST, as well as four transit systems in California with similar characteristics. It focuses on fixed-route transit operations. Demand-response services (e.g. dial-a-ride shuttles) are not included in this analysis.

PEER TRANSIT SYSTEMS

The four transit systems used in this peer review include: Lodi Transit (GrapeLine) in the City of Lodi; Porterville Transit in the City of Porterville; San Luis Obispo Transit (SLO Transit) in the City of San Luis Obispo; and City Coach in the City of Vacaville. Each system operates in California. Aside from BLAST bus service in Turlock, the transit agencies also provide limited service to surrounding cities and townships. Figure 48 shows the location of each peer system, along with that of BLAST.

Figure 48 Peer System Locations within California



Peer systems were selected based on similar characteristics, such as primary city population, ridership, geographic location, and system type. For reference, Figure 49 lists basic demographic information for BLAST as well as the four peer agencies.

Figure 49 Peer Review Agencies

System Name	Location	Service Area Population	Service Area Square Miles	Population Density Persons per Square Mile
BLAST	Turlock, CA	87,867	22	3,994
Grape Line	Lodi, CA	64,000	17	3,765
Porterville Transit	Porterville, CA	75,961	28	2,713
SLO Transit	San Luis Obispo, CA	52,576	20	2,629
City Coach	Vacaville, CA	93,141	27	3,450

Source: NTD 2013 Transit Agency Profiles

PEER AGENCY COMPARISONS

This review uses data from the National Transit Database (NTD)[1] to compare indicators among peers. It focuses on four topics: (1) availability of transit service, (2) ridership, (3) fares, and (4) operating expenses. To generate relevant indicators, the review draws primarily on four key performance variables from the NTD for 2013: ridership, revenue hours, operating expenses, and fare revenues. Figure 50 shows each variable along with its value for the five peer systems. This review also uses publicly-available fare and schedule information.

Figure 50 Key Performance Variables (Fixed Route Service Only)

System Name	Location	Ridership Annual Unlinked Passenger Trips	Revenue Hours Annual Vehicle Revenue Hours	Operating Expenses Annual Operating Expenses ($)	Fare Revenues Annual Fare Revenues ($)
BLAST	Turlock, CA	108,231	11,461	725,427	110,639
Grape Line	Lodi, CA	186,704	18,036	1,423,185	126,814
Porterville Transit	Porterville, CA	505,082	29,500	1,812,113	512,384
SLO Transit	San Luis Obispo, CA	1,109,559	32,586	3,309,674	654,900
City Coach	Vacaville, CA	508,247	37,119	1,698,066	353,654

Source: NTD 2013 Transit Agency Profiles

Each variable shown above is used to generate indicators for cross-agency comparisons. Specifically, the indicators respond to four topics selected to develop several insights about BLAST relative to its peers, as listed in Figure 51.

[1] The federal government has required transit systems to report their operating data for many years. This data is available for nearly all United States systems in what is called the National Transit Database (NTD). Data used in this analysis is derived from NTD, with the most recent operational statistics coming from 2013.

Figure 51 Topics and Indicators Used in the Peer Review

Topic	Indicator(s)
Availability of Transit Service	▪ Revenue Hours per Capita ▪ Service Span
Ridership	▪ Ridership per Revenue Hour ▪ Ridership per Capita
Fares	▪ Base Single Ride Fares
Operating Expenses	▪ Operating Expenses per Passenger Trip ▪ Operating Expenses per Revenue Hour ▪ Farebox Recovery

The remainder of this section is organized along the topics specified in the table above: Availability of Transit Service; Ridership; Fares; and Operating Expenses.

Availability of Transit Service

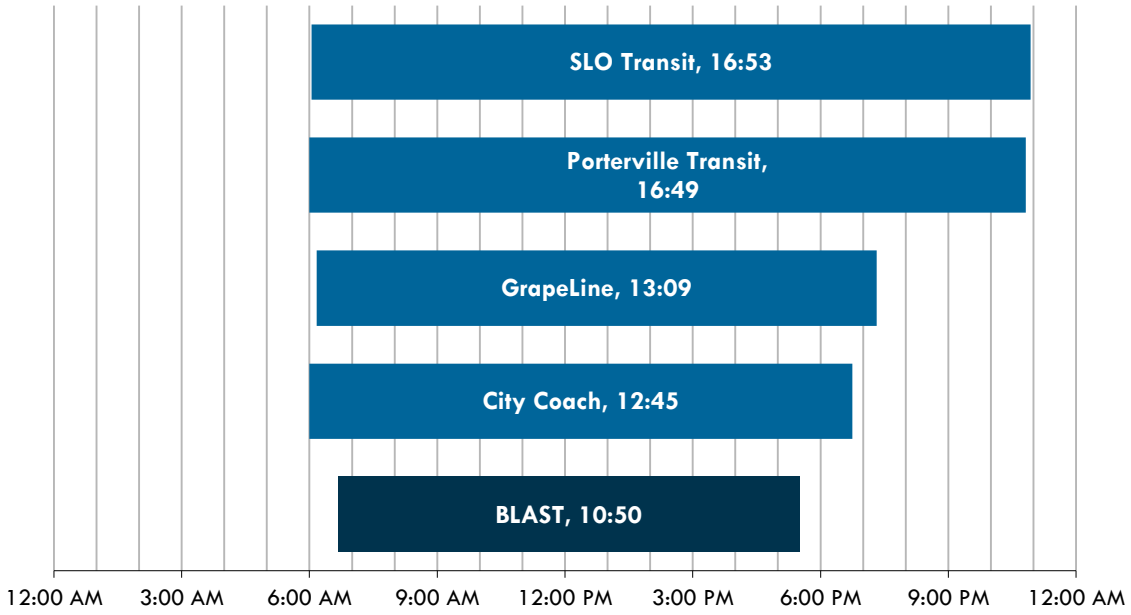
This review gauges the availability of transit in each system by two indicators: service span and revenue hours per capita. The former calculates the length of time (on weekdays and Saturdays) during which transit operates. The latter is the number of hours of service associated with all transit vehicles over the course of a year. This can be thought of as the existing level of transit investment for a system, from an operational perspective.

Service Span

Service spans calculate the daily duration of transit availability, from the earliest departure until the latest arrival. Departure and arrival times are not necessarily drawn from the same line. This review focuses on weekday and Saturday service. (BLAST does not offer Sunday service.)

On weekdays, BLAST operates between 6:40 a.m. and 5:30 p.m., or 10 hours and 50 minutes. This is the shortest span of the five peer agencies. SLO Transit and Porterville Transit boast the longest spans, at nearly 17 hours each. GrapeLine and City Coach each operate for roughly 13 hours. Figure 52 reveals weekday service spans for the five transit systems.

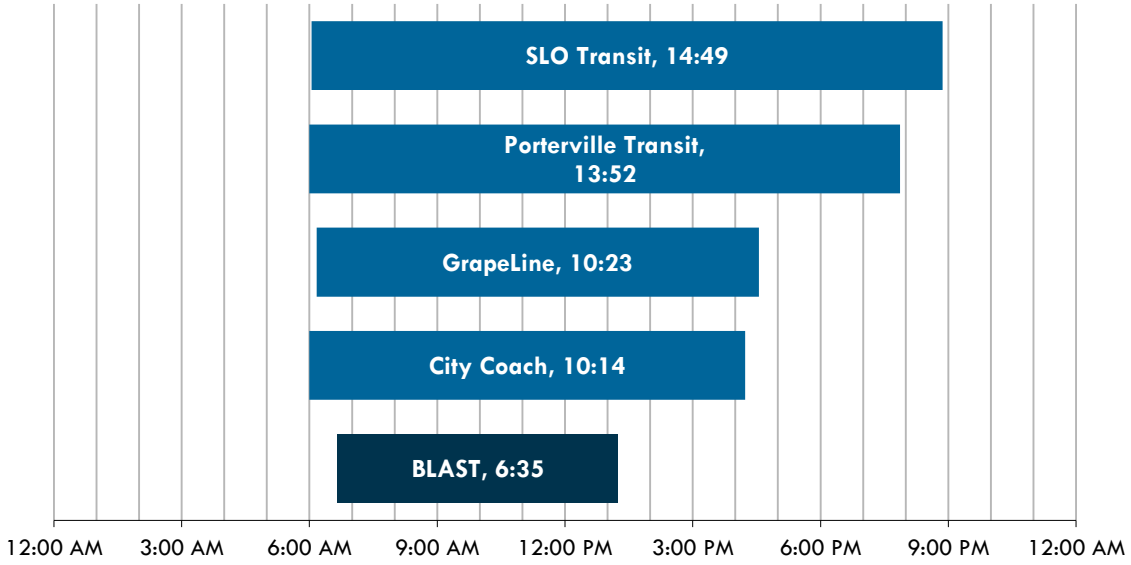
Figure 52 Weekday Service Span Comparison



Source: System specific websites, accessed December 2015

On Saturdays, BLAST operates between 9:25 a.m. and 4:00 p.m., or 6 hours and 35 minutes. Again, this is the shortest span of the five peer agencies. As with weekdays, SLO Transit and Porterville Transit have the highest Saturday spans, just shy of 15 and 14 hours respectively. GrapeLine (10:23) and City Coach (10:14) span over 10 hours of Saturday service each. Figure 53 shows Saturday service spans for each of the peers.

Figure 53 Saturday Service Span Comparison

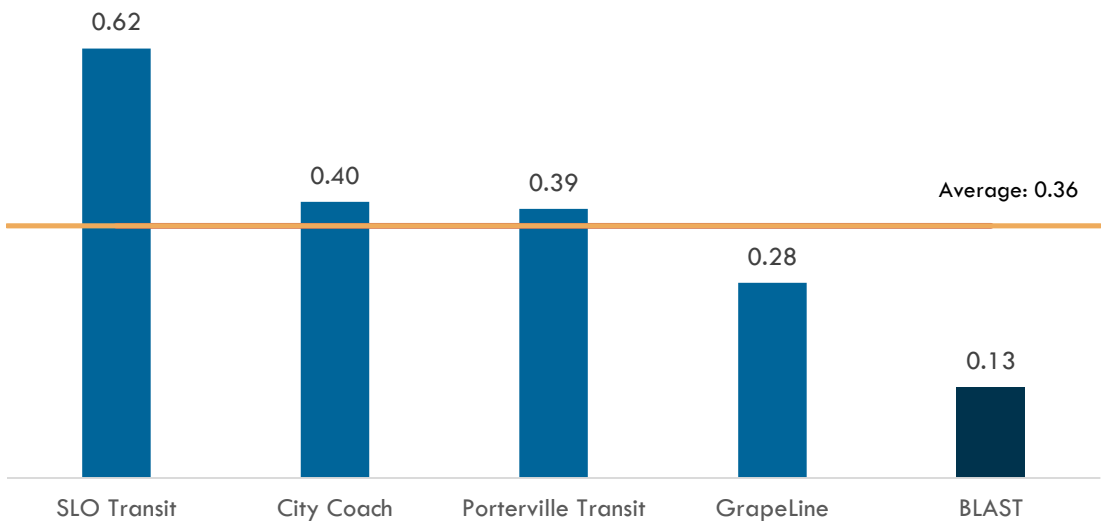


Source: System specific websites, accessed December 2015

Revenue Hours per Capita

On a per capita basis the revenue hours for BLAST is 0.13, or 8 minutes. This is the lowest among the five agencies, and 35.9 percent of the peer average (0.36, or 22 minutes). By contrast, SLO Transit boasts the highest number of revenue hours per capita, at 0.62, or 37 minutes. SLO is followed by City Coach (0.40 hours), Porterville Transit (0.39 hours), and GrapeLine (0.28 hours). Figure 54 presents revenue hours per capita for BLAST and the four peer systems.

Figure 54 Revenue Hours per Capita



Source: NTD 2013 Transit Agency Profiles

BLAST has the lowest revenue hours per capita primarily due to its infrequent headways and short service span.

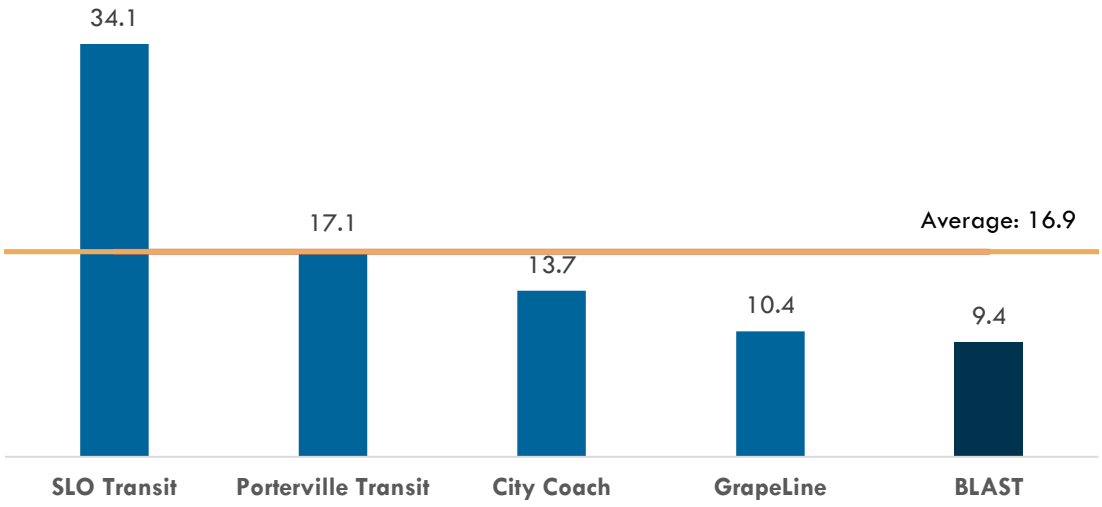
Ridership

Ridership is measured in Annual Unlinked Passenger Trips. Two ridership indicators are particularly useful to understand the extent to which people take transit: ridership per revenue hour and ridership per capita. The former explains how many transit trips the system handles relative to the system's operational size. The latter reveals how many transit trips are taken per year per person, on average.

Ridership per Revenue Hour

Ridership per revenue hour is an indicator that normalizes ridership by the operational size of a transit system. The number of trips per revenue hour for BLAST is 9.4—the lowest among the five peer systems. SLO Transit leads the pack with 34.1 trips per revenue hour. Porterville Transit, City Coach, and GrapeLine have 17.1, 13.7, and 10.4 trips per revenue hour respectively. Figure 55 presents this information for all five systems.

Figure 55 Ridership per Revenue Hour

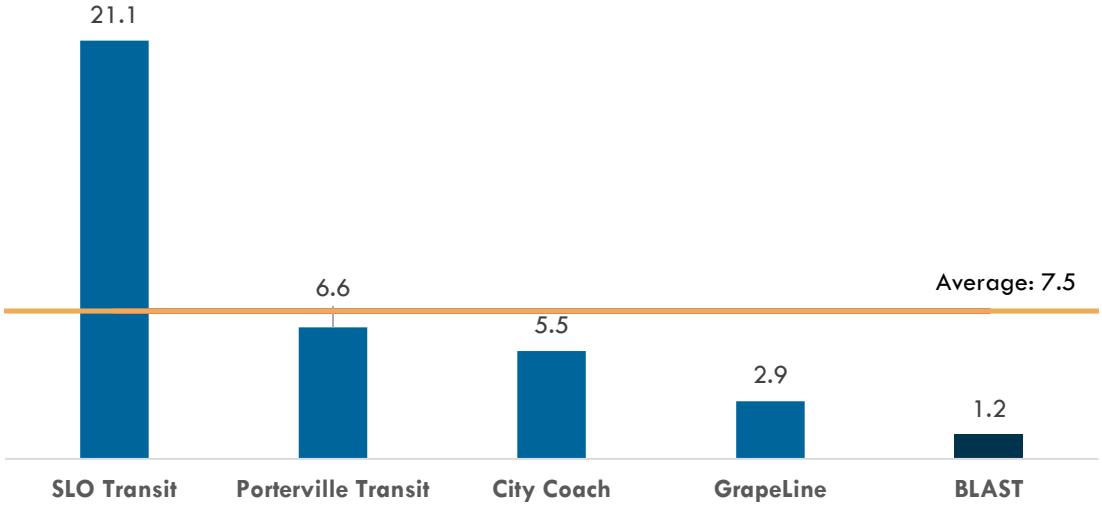


Source: NTD 2013 Transit Agency Profiles

Ridership per Capita

Ridership per capita measures how many transit trips are made by an individual within the transit system's service area, on average, in a given year. For BLAST, annual ridership is 1.2 trips per capita. The highest number of trips per capita belongs to SLO Transit, at 21.1, followed by Porterville, at 6.6, City Coach, at 5.5, and GrapeLine, at 2.9. Figure 56 shows ridership per capita for each of the five systems.

Figure 56 Ridership per Capita



Source: NTD 2013 Transit Agency Profiles

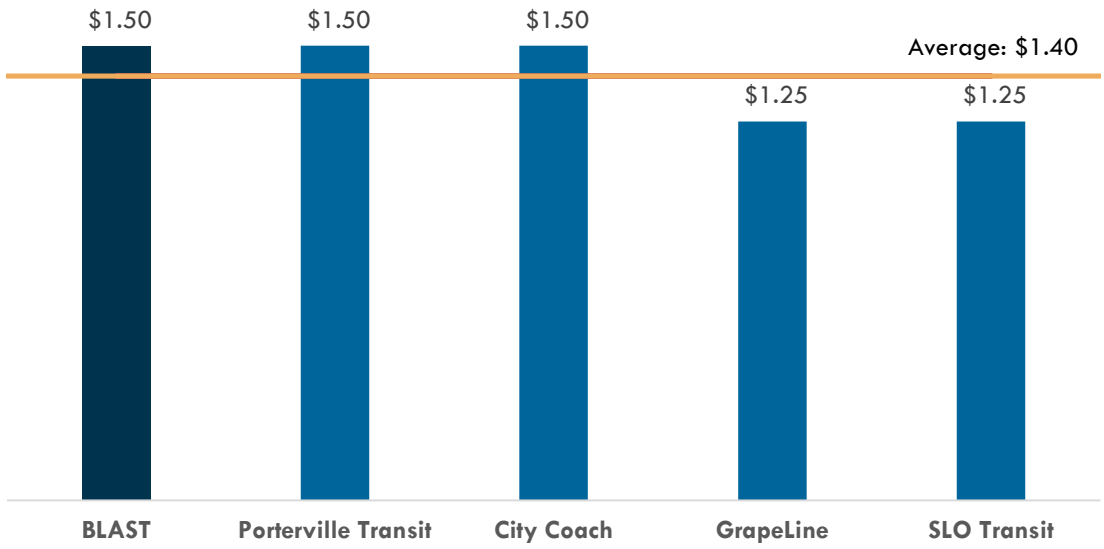
Fares

Fares measure the cost of transit trips for passengers. This subsection deals with base single ride fares: the cost of a single one-way trip for an ordinary passenger.

Base Single Ride Fares

Base single ride fares for BLAST, Porterville Transit, and City Coach are $1.50 per trip. GrapeLine and SLO Transit have slightly lower fares, at $1.25 each. Figure 57 presents single ride base fares for all five transit systems.

Figure 57 Single Ride Base Fare



Source: System specific websites, accessed December 2015

Operating Expenses

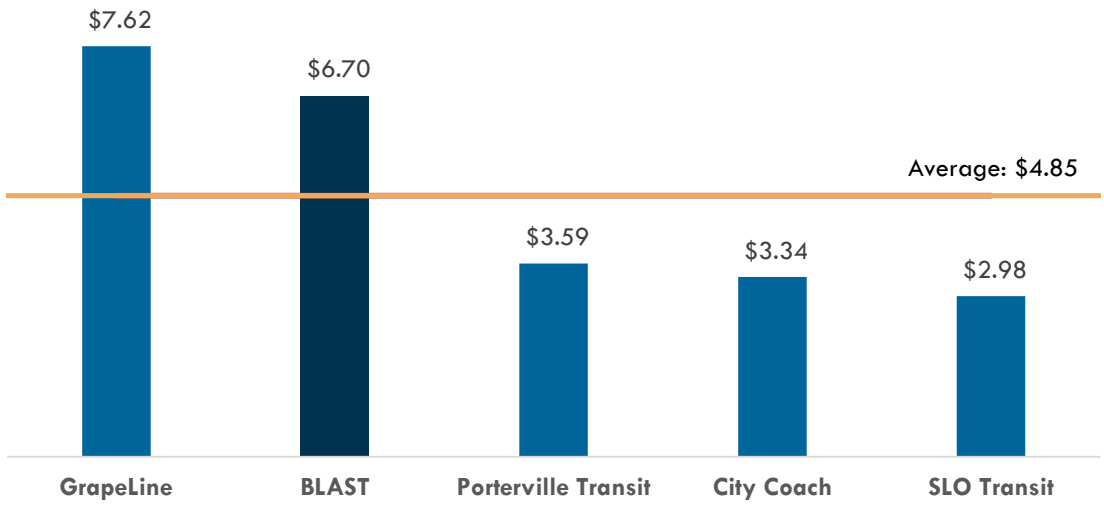
This subsection compares operating expenses among the five peers on two bases: per passenger trip and per revenue hour. If fares measure the cost of *taking* a single transit trip, operating expenses per passenger trip measure the cost of *providing* a single transit trip. By contrast, operating expenses per revenue hour reveal the costs associated with providing one vehicle-hour of transit service.

Operating Expenses per Passenger Trip

Operating expenses per passenger trip illustrate the cost of providing, on average, one transit trip for one passenger. Measured in dollars, this value is almost always higher than fares, but typically within the same order of magnitude.

For BLAST, operating expenses per passenger trip are $6.70, higher than all but GrapeLine ($7.62). Operating expenses per passenger trip are lower for Porterville Transit ($3.59), City Coach ($3.34), and SLO Transit ($2.98). The average among the five peers is $4.85 per trip. Figure 17 shows this information for the five peer systems.

Figure 58 Operating Expenses per Passenger Trip



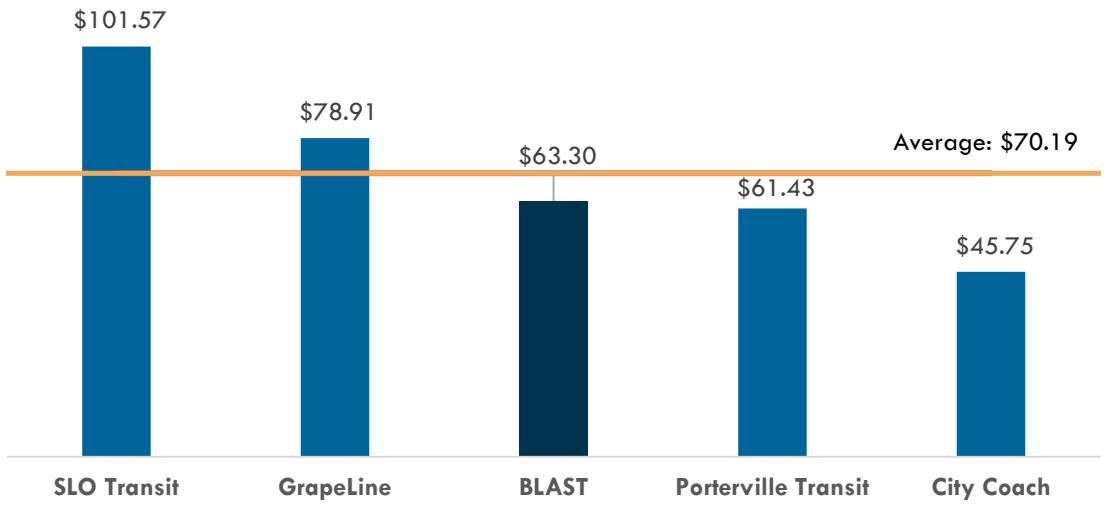
Source: NTD 2013 Transit Agency Profiles

Operating Expenses per Revenue Hour

In addition to measuring operating expenses on a per trip basis, it is also useful to understand them in relation to revenue hours. Operating expenses per revenue hour explain, on average, the cost to provide one vehicle-hour of transit service—regardless of how many passengers are taking transit. A low value can indicate either a high degree of automation or, more likely, an understaffed system.

For BLAST, operating expenses are $63.30 per revenue hour. This is lower than SLO Transit ($101.57) and GrapeLine ($78.91), but higher than Porterville Transit ($61.43) and City Coach ($45.75). The average amongst peers is $70.19. Figure 59 presents the operating expenses per revenue hour associated with the five systems.

Figure 59 Operating Expenses per Revenue Hour

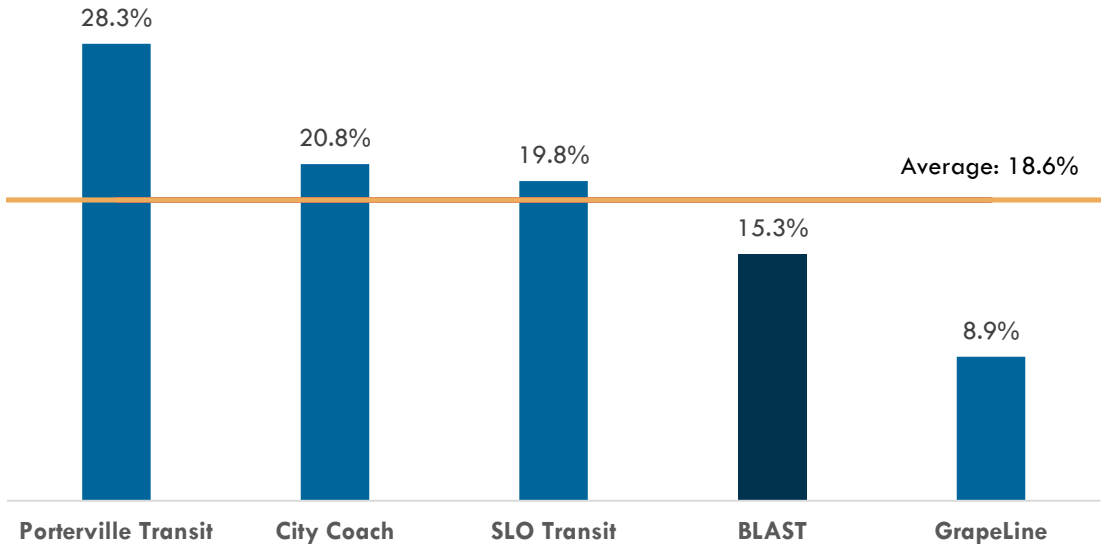


Source: NTD 2013 Transit Agency Profiles

Farebox Recovery

Farebox recovery calculates the proportion of operating expenses recovered by fare revenues. For BLAST, this number is 15.3 percent. Porterville Transit has the highest farebox recovery (28.3 percent) followed by City Coach (20.8 percent) and SLO Transit (19.8 percent). GrapeLine has a lower farebox recovery than BLAST, at 8.9 percent. The average recovery for the five systems is 18.6 percent. The City of Turlock must meet 20% farebox ratio by July 1, 2016 based on California Transit Development Act (TDA). Figure 60 presents the farebox recovery for each system.

Figure 60 Farebox Recovery



Source: NTD 2013 Transit Agency Profiles

SUMMARY

Among the peers, this review focuses on four topics associated with fixed-route service: (1) availability of transit service, (2) ridership, (3) fares, and (4) operating expenses. Demand-response services (e.g. dial-a-ride shuttles) are not included in this analysis. Figure 61 summarizes the key findings from each topic.

Figure 61 Peer Review Key Findings

Topic	Key Findings
Availability of Transit Service	▪ Revenue hours per capita for BLAST is the lowest among the peers, at 0.13. This is 35.9 percent of the peer average (0.36 hours per capita), and demonstrates a low operational level of service for BLAST relative to the peers. SLO Transit leads among peers, at 0.62 hours per capita. ▪ On weekdays, BLAST service spans 10 hours and 50 minutes. This is the shortest span of the five peer agencies. SLO Transit and Porterville Transit boast the longest spans, at nearly 17 hours each. GrapeLine and City Coach each operate for roughly 13 hours. ▪ On Saturdays, BLAST spans 6 hours and 35 minutes. Again, this is the shortest span of the five peer agencies. SLO Transit and Porterville Transit have the highest Saturday spans, just shy of 15 and 14 hours respectively. GrapeLine (10:23) and City Coach (10:14) span over 10 hours of Saturday service each. ▪ Turlock has the shortest span of its peers. Peer systems operate 2-6 more hours longer on weekdays and 4-8 hours longer on Saturday. ▪ Porterville, Lodi, and San Luis Obispo operate Sunday service. Turlock and Vacaville do not operate Sunday service.
Ridership	▪ Ridership per revenue hour for BLAST is the lowest among the five systems, at 9.4 trips. This indicates that average ridership is low relative to (and perhaps because of) the amount of transit service that is available. Conversely, SLO Transit again leads the pack with 34.1 trips per revenue hour. ▪ At 1.2 yearly trips, ridership per capita is the lowest for BLAST relative to the five systems in this review. This shows that transit usage is low among Turlock residents. Ridership per capita is highest for SLO Transit (21.1 trips) followed by Porterville Transit (6.6 trips), City Coach (5.5 trips), and Lodi's GrapeLine (2.9 trips).
Fares	▪ Base single ride fares for BLAST, Porterville Transit, and City Coach are $1.50 per trip. GrapeLine and SLO Transit have slightly lower fares, at $1.25 each.
Operating Expenses	▪ For BLAST, operating expenses per passenger trip are $6.70, higher than all but GrapeLine ($7.62). For Porterville Transit ($3.59), City Coach ($3.34), and SLO Transit ($2.98), operating expenses are lower per trip. ▪ Operating expenses are $63.30 per revenue hour for BLAST: lower than SLO Transit ($101.57) and GrapeLine ($78.91), but higher than Porterville Transit ($61.43) and City Coach ($45.75). ▪ Farebox recovery for BLAST is 15.3 percent. Porterville Transit has the highest farebox recovery (28.3 percent) followed by City Coach (20.8 percent) and SLO Transit (19.8 percent). GrapeLine has a lower farebox recovery than BLAST, at 8.9 percent.

6 OPERATOR FEEDBACK

The Nelson\Nygaard team interviewed bus operators on September 17 and 18, 2015 between 1:00 p.m. - 2:30 p.m. in the operator break room and solicited feedback regarding service issues, opportunities, and customer requests. The following summary is organized by category and represents a sample of approximately 10 bus operators with a wide range of experience operating BLAST routes.

Schedule adherence/on-time performance

- On-time performance (OTP) was the primary topic of conversation for nearly all drivers. Drivers claim that the schedules are too tight, and that the bus will often get farther behind schedule as the day progresses. Other OTP related comments include:
  - Buses get stuck in school traffic
  - Buses get stuck in problematic intersections where it is hard to make a left turn
  - Buses get behind schedule with multiple wheelchair boardings
  - Afternoon shift drivers claim they do not have enough time to perform the mini pre-trip when switching shifts, often causing the trip to be late from the start
  - Buses will get held up with so many high school students boarding at the end of the school day (supposedly up to 10 minutes)
  - Schools get out early on Wednesdays.
  - The shortened runs (35 minutes) do not reflect realistic running times
  - Routes D and B have the most problems with OTP
  - Route D serves too many schools

Driver breaks

- Drivers are currently scheduled to take breaks during the 8:40 a.m. trip and 4:05 p.m. trip
- Break locations vary by route.
- Sometimes drivers will skip their break because they are running late and/or they feel guilty about leaving passengers waiting on the bus
- Restrooms are included in the Turlock Regional Transit Center expansion plans (2017)

Driver Habits

- There was an expressed need for consistency for the rules that drivers enforce (e.g., passengers should be able to carry all goods onto bus while boarding rather than exit the bus to load more items)
- Drivers sometimes made statements such as “I drop this passenger off here even though we don’t have a stop” or “I turn down this road instead because it’s wider.”

- Drivers are unable to/don't seem interested in enforcing age limits for payment (3 years and younger)

Customer requests/attributes

- Passengers often say they wish service were bi-directional
- Passengers do not like only having the option to transfer at the transit center
  - Currently there is no mechanism to show time or direction on tickets
- Passengers will often game the system to "transfer" to a StaRT route in the return direction or to get on a StaRT route after BLAST service has ended

Saturday Service

- People find the schedules confusing (alternating loops of A-D, B-C) and inconvenient (80 minute headways)
- Walmart is the top Saturday destination

Problem Intersections/Segments

- Fulkerth and Golden State
- Christofferson and Fosberg
- Tuolumne and Olive
- Tuolumne until Colorado on B Route
- Students jaywalking on Crowell Road
  - Left turn onto Monte Vista causes conflicts with pork chop right turn
- Olive south of Canal Street is very narrow
  - Drivers often have to take both sides of the lane.

General Comments

- Later service has not generated significant ridership in the past
- Taco Bell needs a stop on B route
- Buses breaking down is a major problem
- People transfer from Route A to Route D at Crane Park to get to the hospital
- Shoppers going to the swap meet come from as far as Patterson, Merced, Modesto
- Customers pay their bills at TID (Turlock Irrigation District) on Canal Dr
- Scott is looking to realign Route C from Christofferson between Crowell and Golden State
- Ridership has dropped dramatically with each fare increase
- Costco should be served with Dial-A-Ride

7 COMMUNITY FEEDBACK

Obtaining an understanding of community perceptions, needs, and priorities related to public transit in Turlock was an important step in the short-range transit plan process. This chapter summarizes results from an intercept survey, comments from open house events, and a community survey. Collectively, these inputs along with ridership, operational and market data were used to develop service alternatives.

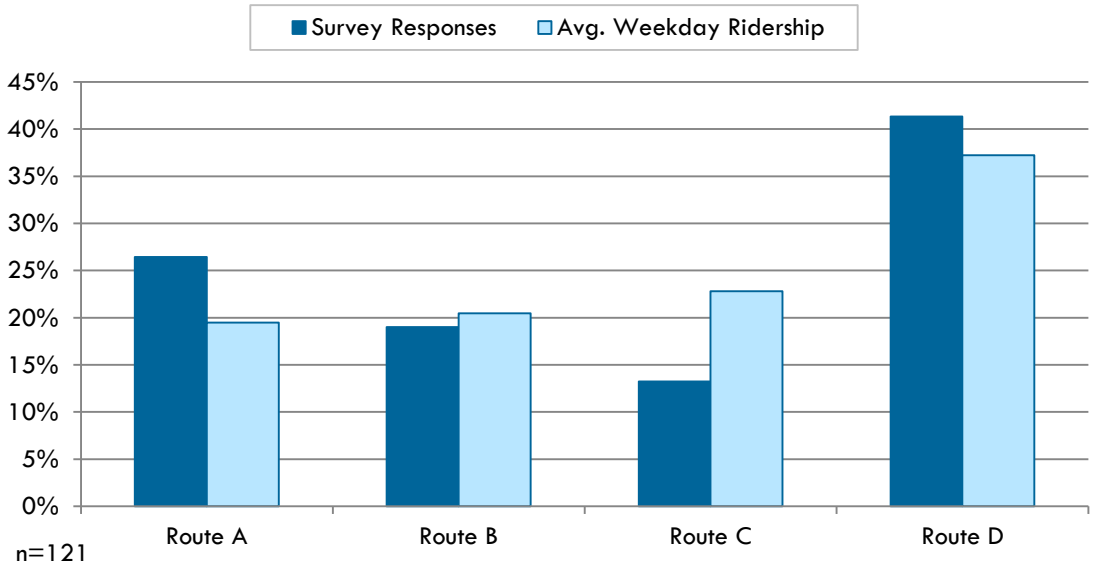
INTERCEPT SURVEY RESULTS

In October 2015, a rider intercept survey was administered on board all four BLAST bus routes: Routes A, B, C, and D. The survey included a range of questions (in English and Spanish) focused on travel patterns, rider demographics, and general feedback. In total, 125 BLAST riders responded to the survey. Approximately 14% of surveys were filled out in Spanish.

Survey Responses

The survey asked respondents to indicate the bus route they were riding at the time of the survey. The results are graphically displayed in Figure 62. The chart also compares average weekday ridership. The number of surveys collected was approximately twenty four percent (24%) of the average weekday ridership for all four routes. The ratio of survey responses to ridership was fairly consistent across all routes.

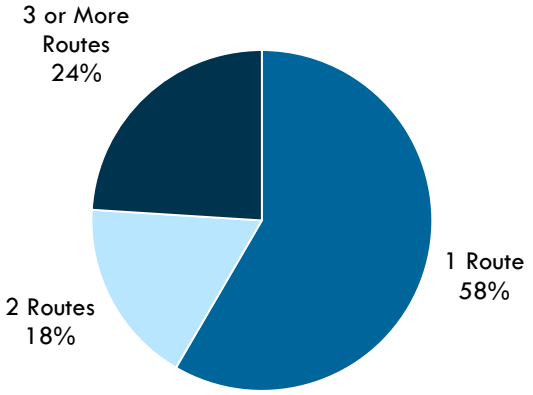
Figure 62 Responses by Route



Reported Transfers between Routes

Forty two percent (42%) of survey respondents indicated that they transferred at least once to reach their destination. Twenty four percent (24%) of respondents indicated that they transferred at least twice to reach their destination. This indicates that connectivity in the transit system is dependent on transfers and that many destinations are not easily accessible through direct transit routes. The results are displayed in Figure 63.

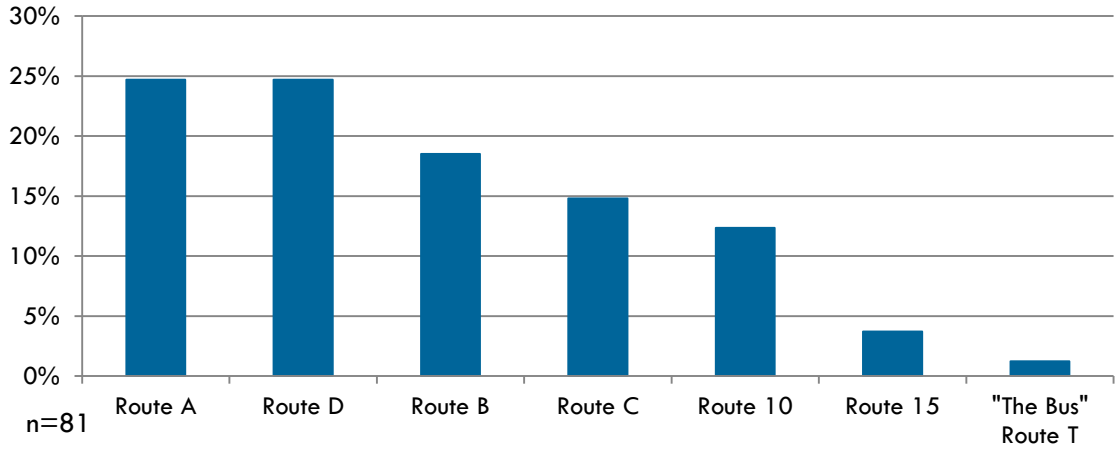
Figure 63 Number of Routes Taken



n=125

The intercept survey also asked respondents to provide information about which routes they were transferring to and from. The survey question included all four BLAST bus routes as well as those run by Stanislaus Regional Transit (Routes 10, 15, 45, and 70) and the Transit Joint Powers Authority for Merced County ("The Bus" Route T). According to the survey results, among the four routes surveyed, Routes A and D experienced the highest amount of transfer activity, with almost half of each route's riders transferring to another line (47% and 42%, respectively). Survey respondents also transferred most frequently *to* Routes A and D, as shown in Figure 64. Many participants also transferred to Routes B, C, and StaRT Route 10. Routes 15, 45, 70, and T saw significantly fewer transfers among BLAST riders.

Figure 64 Routes Transferred To or From



n=81

Trip Purpose

Roughly 46% of survey respondents reported that they were traveling to or from their home. Figure 65 below shows trip purpose among survey respondents excluding trips to and from home. The highest share of respondents (29%) indicated they were traveling to or from school or college, followed by shopping (25%) and work (21%).

Among those traveling to or from school or college (Figure 66), 67% were riding on Route D, followed by 23% on Route B and 10% on Route A. No respondents used Route C for educational purposes.

Figure 65 Trip Purpose (Excluding Home Trips)

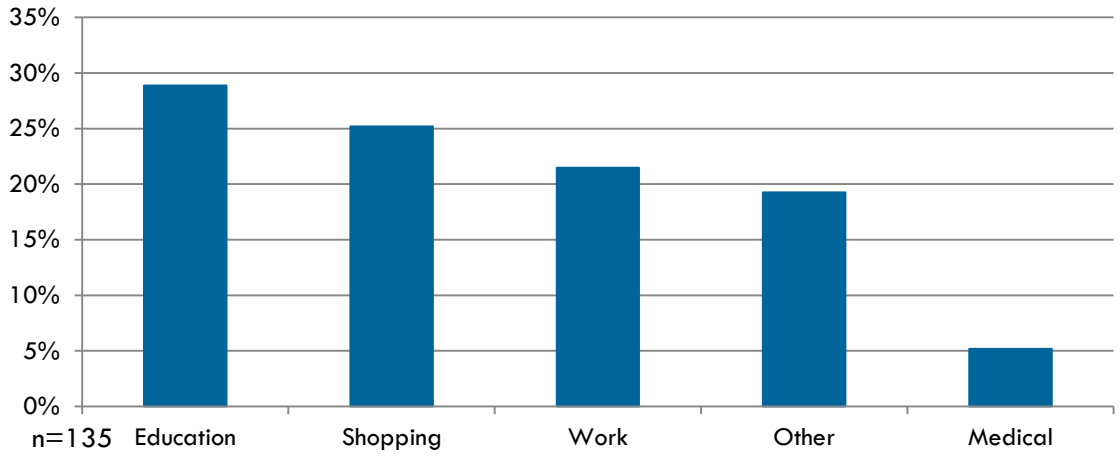
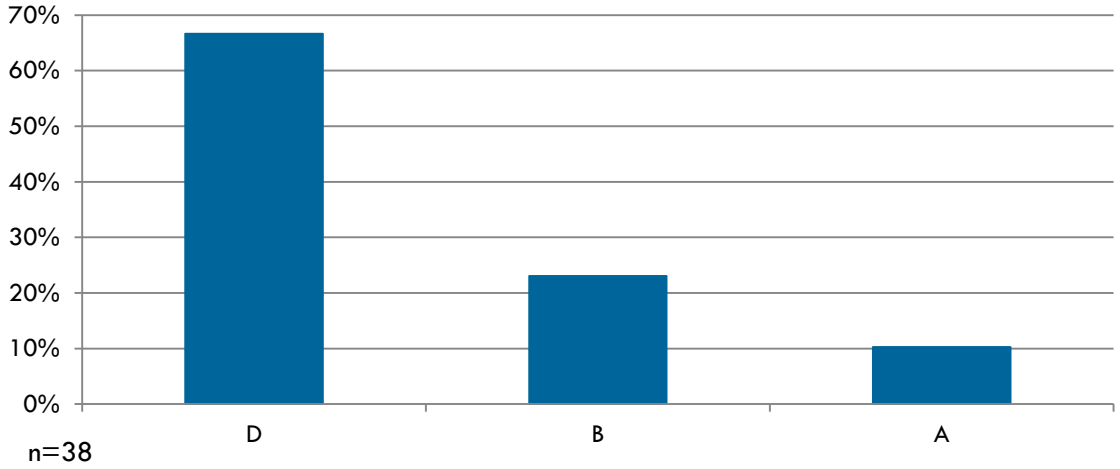


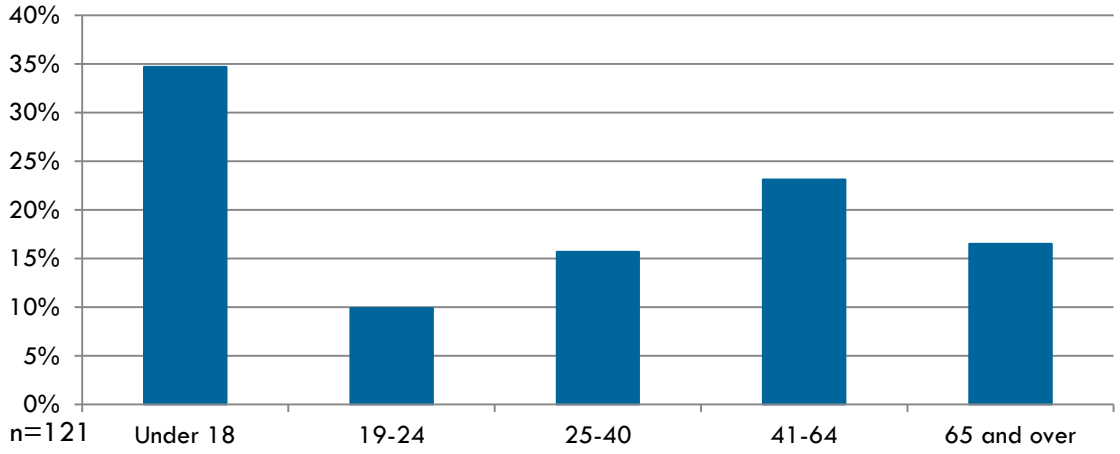
Figure 66 Routes Used to Travel to or from School/College



Ridership by Age

Figure 67 displays the age distribution of survey respondents. The graph shows that the highest share of respondents (35%) are under the age of 18, followed by riders between 41 and 64 years of age (23%). The age group with the least representation is among 19-24 year olds, who make up only 10% of the total ridership sample.

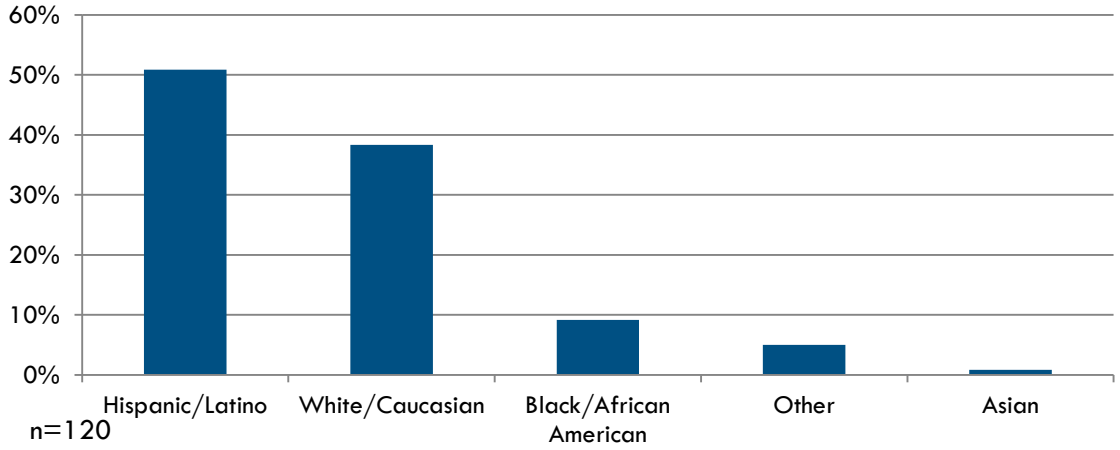
Figure 67 Age of Survey Respondents



Ridership by Ethnicity

Figure 68 shows the breakdown of the racial and ethnic identifications among survey respondents. Just over half (51%) of respondents identified as Hispanic/Latino, followed by 38% identifying as Caucasian and 9% identifying as African American.

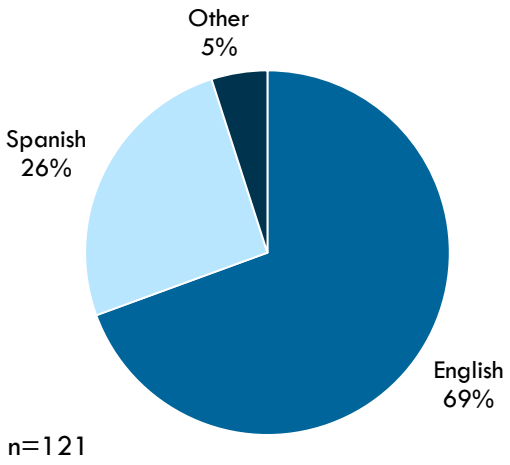
Figure 68 Race and Ethnicity (Multiple Responses Allowed)



Ridership by Language Spoken

Figure 69 shows the distribution of languages spoken in the survey sample population. Over two-thirds of transit riders speak English as their primary language, while over a quarter of respondents primarily speak Spanish.

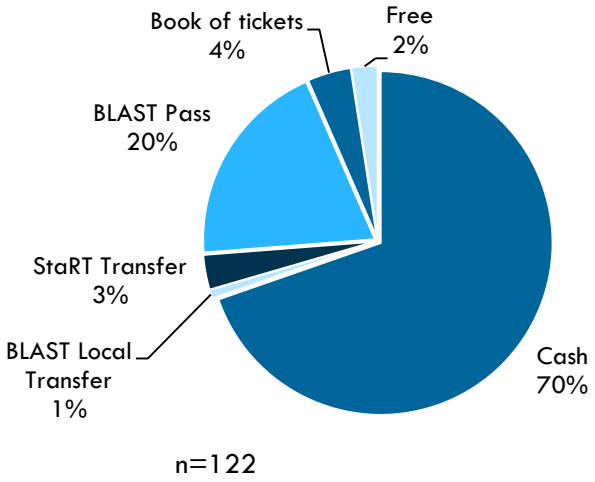
Figure 69 Primary Language



Ridership by Fare Payment Type

An overwhelming majority of BLAST riders pay for their fares in cash. Figure 70 shows that 70% of those surveyed pay in cash, 20% with a BLAST Pass, and 10% via other means.

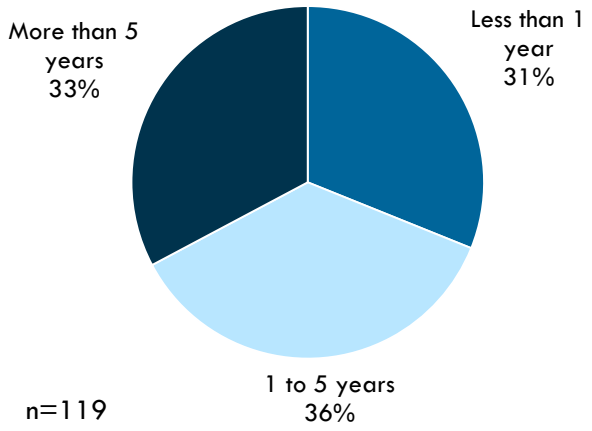
Figure 70 Fare Payment



Ridership by System Loyalty

As can be seen in Figure 71 below, roughly a third of riders have been riding BLAST for over five years, roughly a third have been riding the system for less than a year, and roughly a third have been riding for between one and five years.

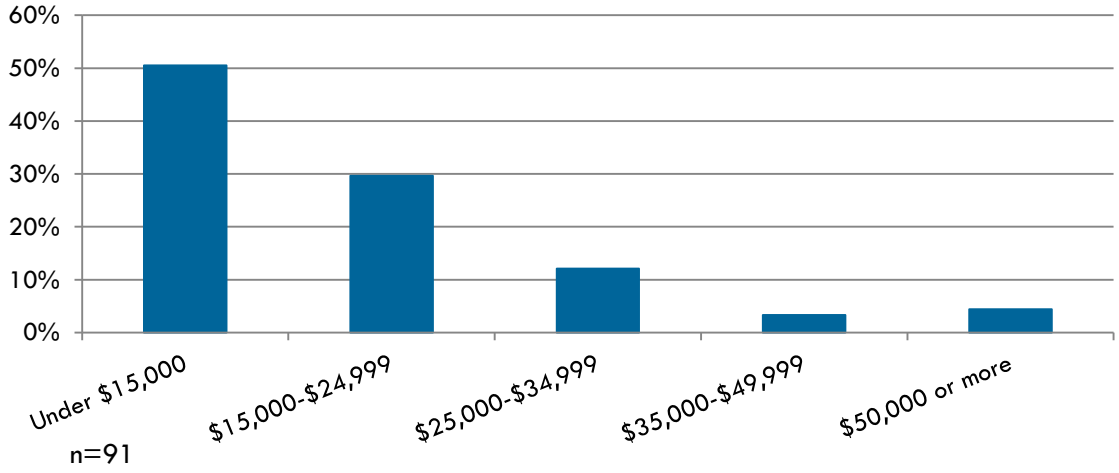
Figure 71 Length of Time Spent as BLAST Rider



Annual Household Income of Survey Respondents

Figure 72 indicates that the majority of BLAST riders have a household income of less than $15,000, while only 4% of respondents reported a household income of over $50,000. It should also be noted that 27% of respondents chose to not answer this question.

Figure 72 Annual Household Income



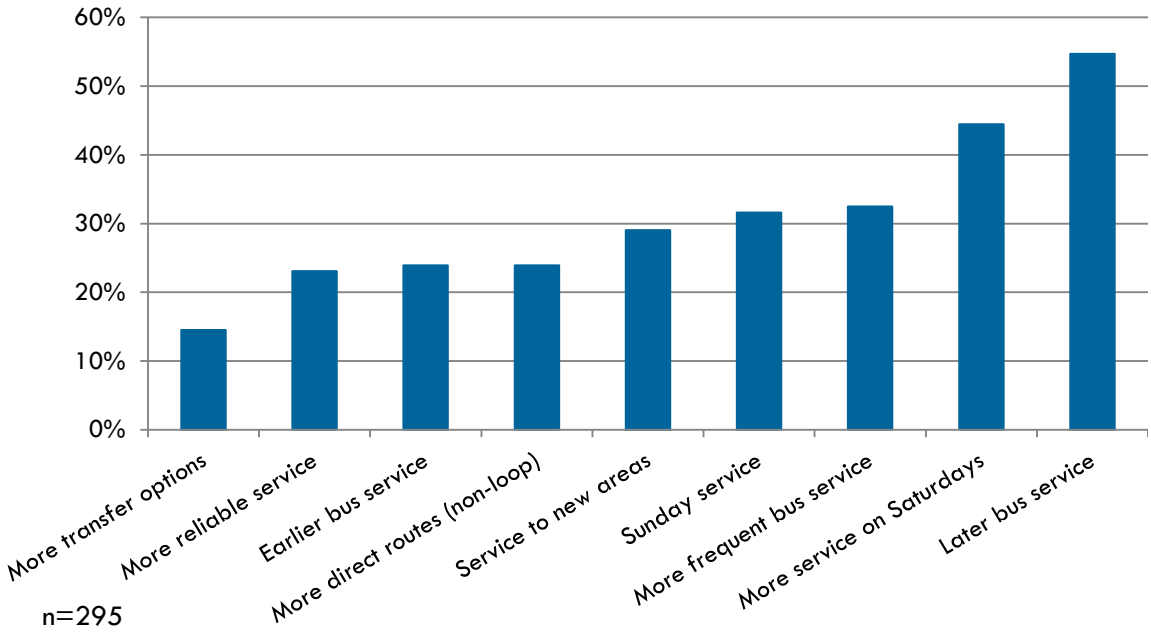
Service Improvement Preferences

Survey respondents were asked to select their three top priorities for BLAST service improvements out of a list of nine total improvements. Figure 73 displays the top preferences of survey respondents. Among those who responded to the question (117 total riders), 55% expressed interest in later service, followed by 44% requesting more service on Saturdays. Roughly one third of riders requested more frequent service and Sunday service.

Open-ended comments related to desired service improvements largely reflect the preferences indicated in this question, with on-time performance often cited as a concern. Additional service improvement requests include:

- More benches and shelters
- Improved transfer system
- Discounted youth fares
- School trippers (or extra buses to support ridership needs at beginning and end of school)
- Restrooms at the hub

Figure 73 Comments by Category (multiple responses allowed)



NOVEMBER 2015 OPEN HOUSE EVENTS

On November 18, 2015 three open-house events were held in Turlock to better understand what community needs and desires are for the local transit system. Open-house event venues and times are listed below:

- War Memorial Building, 9:30 a.m. – 11:00 a.m.
- CSU-Stanislaus, 12:00 p.m. – 1:30 p.m.
- Turlock Regional Transit Center, 1:45 p.m. – 3:00 p.m.
- City Hall, 6:00 – 8:30 p.m.

War Memorial Building

The first open house included a PowerPoint presentation, a trade-off exercise, and concluded with a question and answer session. Three community members attended and there were in-depth conversations about the future of transit in Turlock. General themes from notes taken at this event include:

- Increase marketing to community, simplify message and get rid of acronyms
- Simplify and improve logo for BLAST bus service
- Combination of 30- and 60-minute headways for different routes
- Streamline service for improved efficiency for passengers
- First and Last Mile Planning: Provide more secure bike parking
- Promote service to “choice” riders
- Improve bus shelters and technology
- Reduce anxiety of uncertain arrivals

CSU-Stanislaus

The second open house included a PowerPoint presentation, a trade-off exercise, and concluded with a question and answer session. Three community members attended this event, including a member of student government at CSU-Stanislaus. General themes from notes taken at this event include:

- Free or reduced fares for CSUS students, pass partnership
- Federal grant opportunities for solar power at shelters
- Increase transit stop safety (lighting, pedestrian safety)
- Post route schedules and maps at every stop
- Move transit stops to be on campus loop
- Community members want to take transit to evening events (theater, sports, downtown)
- Transit as part of a multimodal system
- Offer holiday service for shift/retail workers
- Technology could increase ridership

Turlock Regional Transit Center

The third open house included a verbal presentation with poster, a question and answer session, and concluded with a trade-off exercise. Five community members attended this event, including a public health professional who voiced needs of her patients. Many of the attendees were people who had just taken BLAST. General themes from notes taken at this event include:

- More frequent and direct routes are needed
- BLAST bus is not convenient
- ADA riders and overcrowding on some routes
- Better timed transit connections are needed
- Public amenities are needed in the future transit center, including restrooms

City Hall

The fourth open house included a PowerPoint presentation, a Choose Between Two Options exercise, and concluded with a question and answer session. About 9-10 people attended the event at City Hall. General Themes from notes taken at this even include:

- Straighter routes are needed: North-South and East-West
- Offer Park-and-Ride for special events (parade, swap meet/market)
- Proposed Turlock Transit logo is better visual branding than current BLAST logo
- Look to peer cities such as Porterville to see how BLAST can be improved
- Need better connections to medical specialists in Modesto
- Operators inconsistently enforce rules
- Better coordination with other service providers

Facebook Comments

The City of Turlock also received numerous comments on their Facebook post on November 12, 2015, publicizing the open house events. General themes from those comments are summarized below.

- Increase service hours later into the evening and later on Saturdays
- Offer DART service on Sundays for worship services
- Improve professional conduct of dispatchers
- Offer more shelters at stops to provide shade
- Express service to ACE station in Tracy, CA
- More frequent service to 30-minute headways

COMMUNITY SURVEY RESULTS

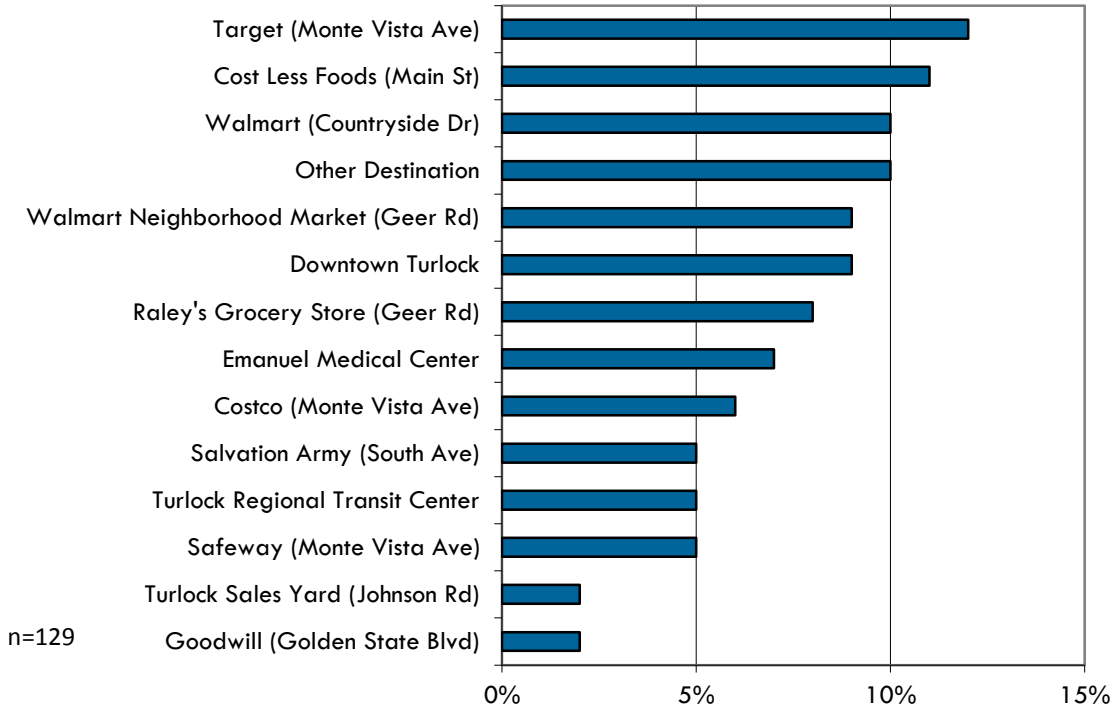
In November 2015, an online community survey was administered through Survey Monkey and in hard-copy at all public outreach events on November 18, 2015. The online survey was open for four weeks from October 22, 2015 to November 20, 2015. The survey included a range of questions (in English and Spanish) focused on travel patterns, rider demographics, and general feedback. In total, 42 community members responded to the survey.

Survey Responses

Top Destinations in Turlock

The survey asked respondents to list their top three destinations in Turlock. The most popular response was Target with 12% of responses. Other top responses were Cost Less Foods (11%), Other (10%) and Walmart (10%). Common destinations listed as Other Destination are: CSU-Stanislaus, Osborn School, and Turlock High School.

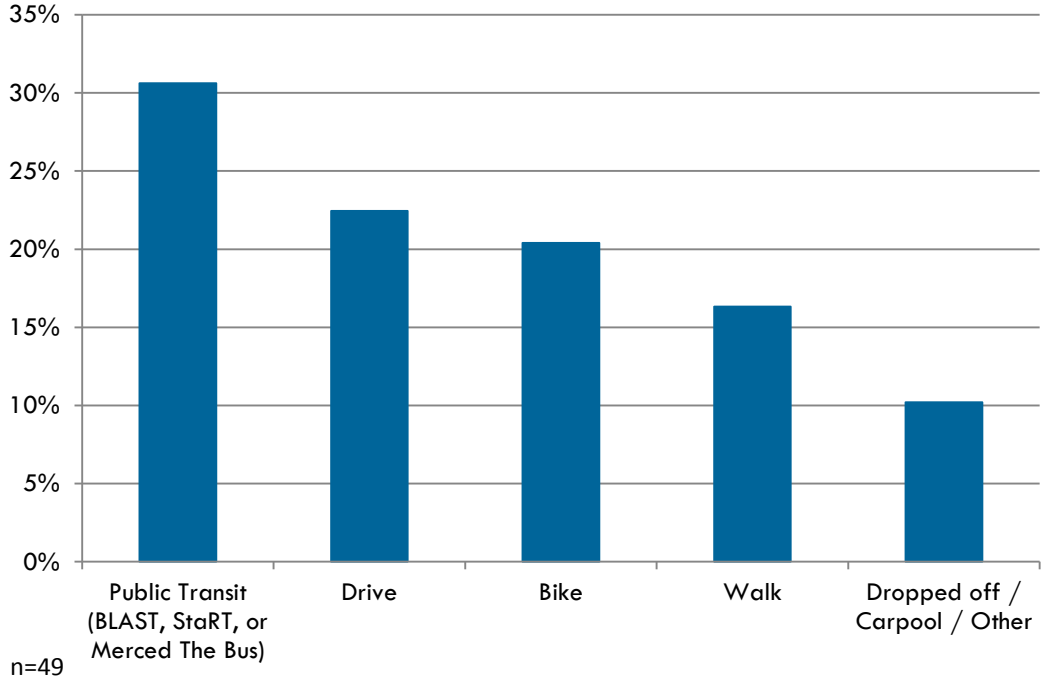
Figure 74 Top Destinations in Turlock



Main Mode of Transportation

The survey asked respondents what is their main mode of transportation, see Figure 75 . The most popular response was public transit, with 31% of responses. 22% of respondents selected drive, 20% selected bike, 16% selected walk, and 10% selected dropped off/carpool/other.

Figure 75 Main Mode of Transportation



Lack of Transportation to Specific Destinations

They survey also asked respondents if there are places they wished to go, but cannot because of lack of transportation. Of the 25 respondents that answered the question, 4 listed "No," and 21 respondents listed "Yes." Common destinations listed as inaccessible were:

- Church on Sundays due to no Sunday transit service
- Events in the late evening due to no transit service
- Shopping at big box stores, but the urban design is too unfriendly to bicycles
- Places in Turlock due to time to transfer
- Four Seasons neighborhood

Access to Personal Automobile and a Smartphone

Community members that do not have access to a personal automobile are of high importance to planning the transit system because they are dependent on other modes. Additionally, ownership of a smartphone can provide important trip planning information. 74% of respondents stated that they do not have access to a automobile or do not have access on a regular basis, see Figure 76. 60% of respondents own a smartphone, while 40% do not, see Figure 77.

Figure 76 Automobile Access

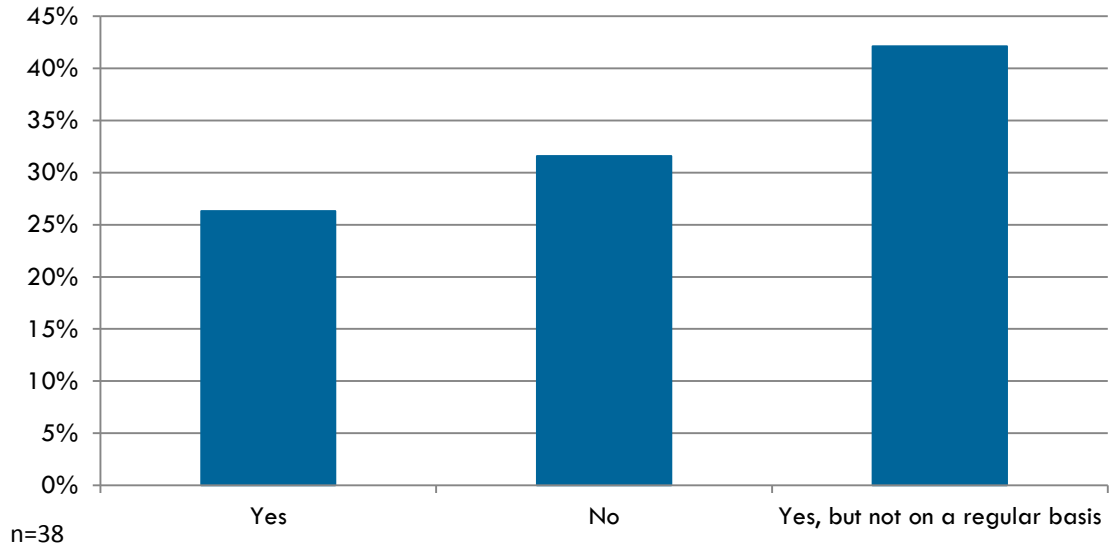
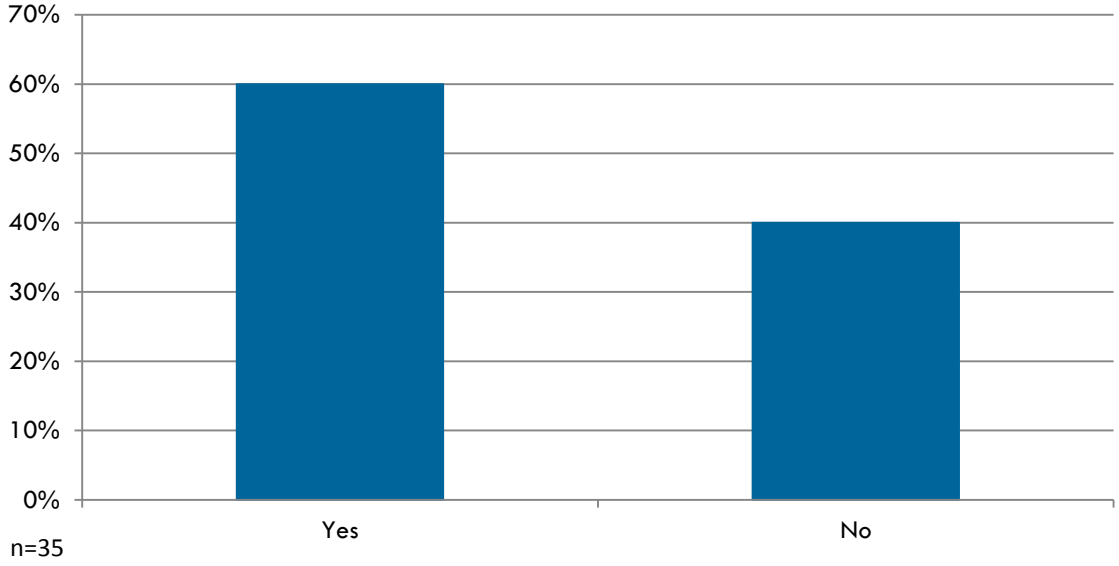


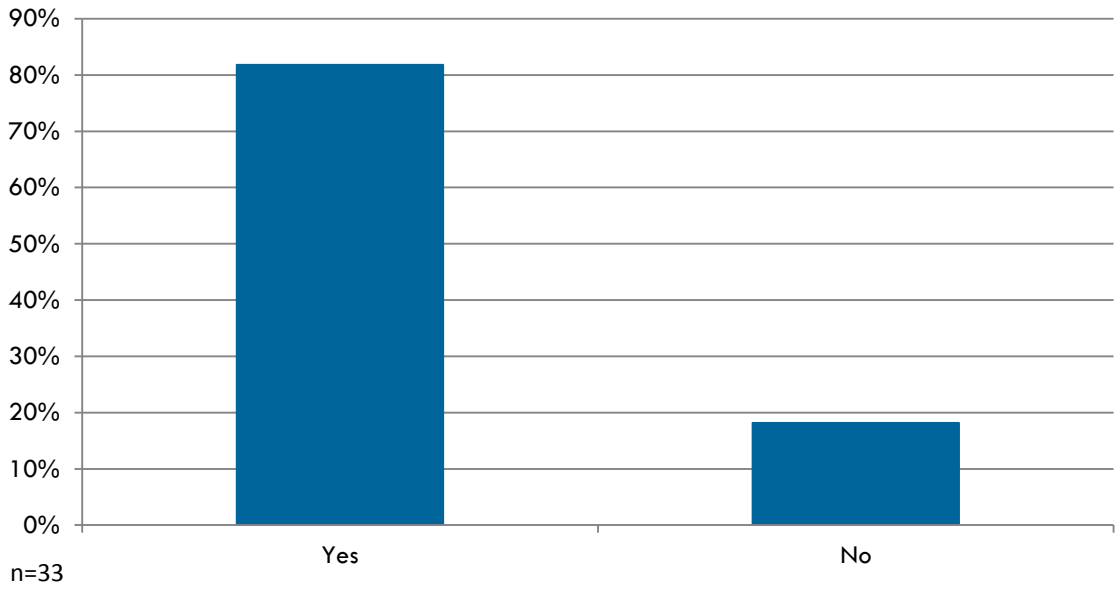
Figure 77 Smartphone Ownership



Transit Ridership History

The survey asked respondents if they have taken public transit in the past year, in order to find out who is a rider and who might be a potential rider. 82% of respondents said they have taken public transit in the past year, while 18% have not, see Figure 78.

Figure 78 Have You Taken Public Transit in the Past Year?

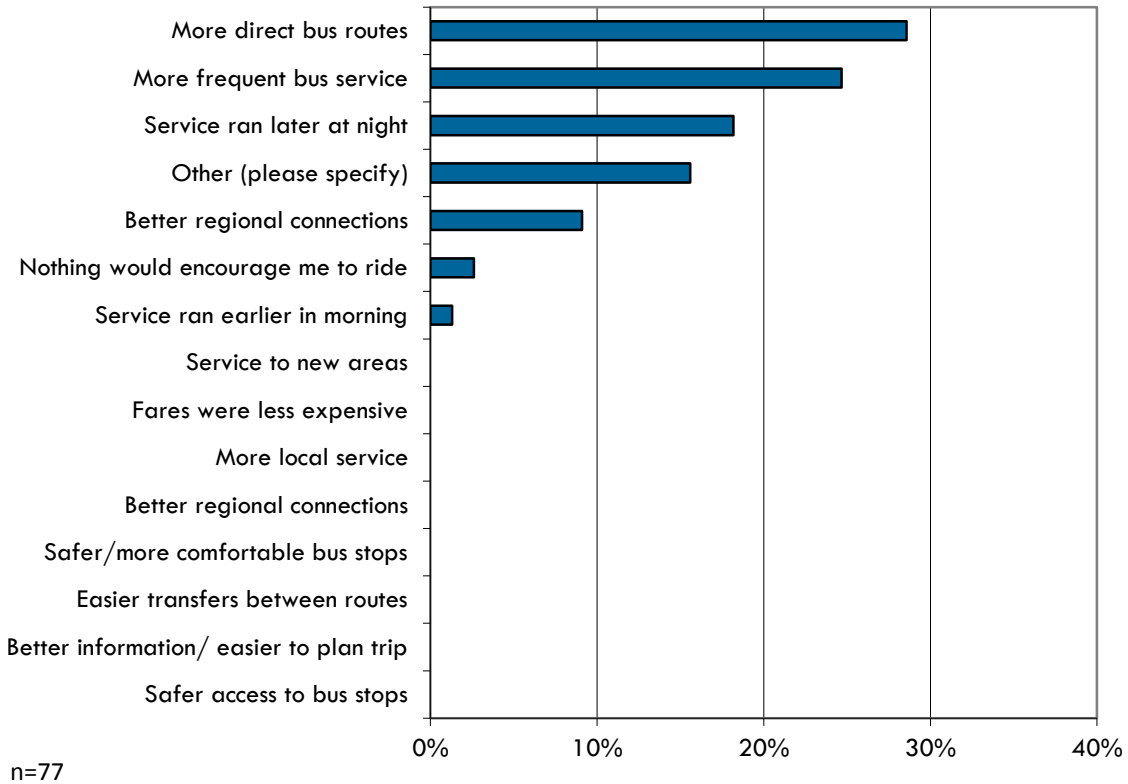


Incentives to Ride Transit More Often

One of the most important questions to improving the transit system for current and potential riders, respondents were asked what would be an incentive to ride transit more often in Figure 79. The most popular incentive is if there were more direct bus routes, with 29% of respondents listing that option. Other popular incentives were more frequent bus service, later service, and other. Common responses for other incentives included:

- Reduced Prices
- Friendlier behavior from passengers
- More stops city-wide

Figure 79 Incentive to Ride Transit More Often



FEBRUARY 2016 OPEN HOUSE EVENTS

On February 4, 2016 three open-house events were held to introduce two system alternatives, depicted in Figure 80 and Figure 81. Open-house event venues and times are listed below:

- California State University-Stanislaus, 11:00 a.m. – 1:00 p.m.
- Turlock Regional Transit Center, 2:00 p.m. – 4:00 p.m.
- City Hall, 6:00 p.m. – 8:00 p.m.

CSU-Stanislaus

The first open house included a PowerPoint presentation that recapped the existing conditions process and community feedback received during 2015. Two service alternative were described in terms of route alignments, service levels, benefits and impacts. Meeting attendees included a representatives of Associated Students, Inc. (non-profit serving CSUS students), an undergraduate student, and a citizen of Turlock. Key comments from the meeting include:

- Service concepts need to account for middle and high school students and their travel patterns, in particular:
  - Students who live on Soderquist traveling to Dutcher Middle School
  - Osborn students bused to Dutcher Middle School
- ASI is exploring strategies to incentivize university students to not drive and park
- ASI would be interested to reach a “U-Pass” type agreement with BLAST
  - Not interested in raising student fees, money would come from ASI funds
- CSUS students at the meeting would like to see a higher service to the university
- Participants agreed that Alternative A is easier to understand
- CSUS Students would like to see a direct connection between CSUS and Monte Vista
  - Participants were unsure that students would be willing to go out of their way (south, then back north) to get there, even if the trip would take less time than on the current system
- Reflection Pond (south side of campus) was suggested as a pickup location to increase visibility and convenience for students
- CSUS Student residents mainly live on the north side of campus

Turlock Regional Transit Center (2/4/2016, 2:00 – 4:00 p.m.)

A second open house was held at the Transit Center to share service alternatives with bus riders. Participants were able view posters and discuss the alternatives with the project team. Bus operators and a reporter from the Turlock Journal also attended the open house.

Several important comments were provided at this meeting:

- One rider was upset that we were proposing removal of stops from Emmanuel Medical Center, the imaging center, and the movie theater
- One rider was in favor of the proposed northeast route of Alternative A serving Turlock Christian School, where community meetings are sometimes hosted
- Riders requested that several stops are in need of litter containers
- Riders complained of drivers passing them up
- One rider said he prefers to rely on the fixed-route service instead of the dial-a-ride service when going to medical appointments because dial-a-ride is less reliable

City Hall (2/4/2016, 6:00 – 8:00 p.m.)

The third open house included a PowerPoint presentation and a question and answer session. Comments received at the meeting include:

- Participants stressed the importance of serving medical facilities
  - Riders would like to see the Emanuel Hospital served directly
  - One participant would also like direct access Turlock Imaging on Christoffersen and Geer
- One rider requested ridership data for the movie theater and Turlock Imaging
- One rider liked the crosstown concept of Alternative B better because they liked the idea of connections away from the transit center
- Another rider preferred Alternative A better because they said it was easier to understand
  - If we are going to alternate service between two routes, it might be easiest to understand if we call it one crosstown route
- One participant suggested that route schedules need to be timed to avoid busy school pick-up periods
- Newspaper reporter said public outreach events should be better publicized and requested press releases two weeks prior to schedule meetings

Figure 80 Service Alternative A

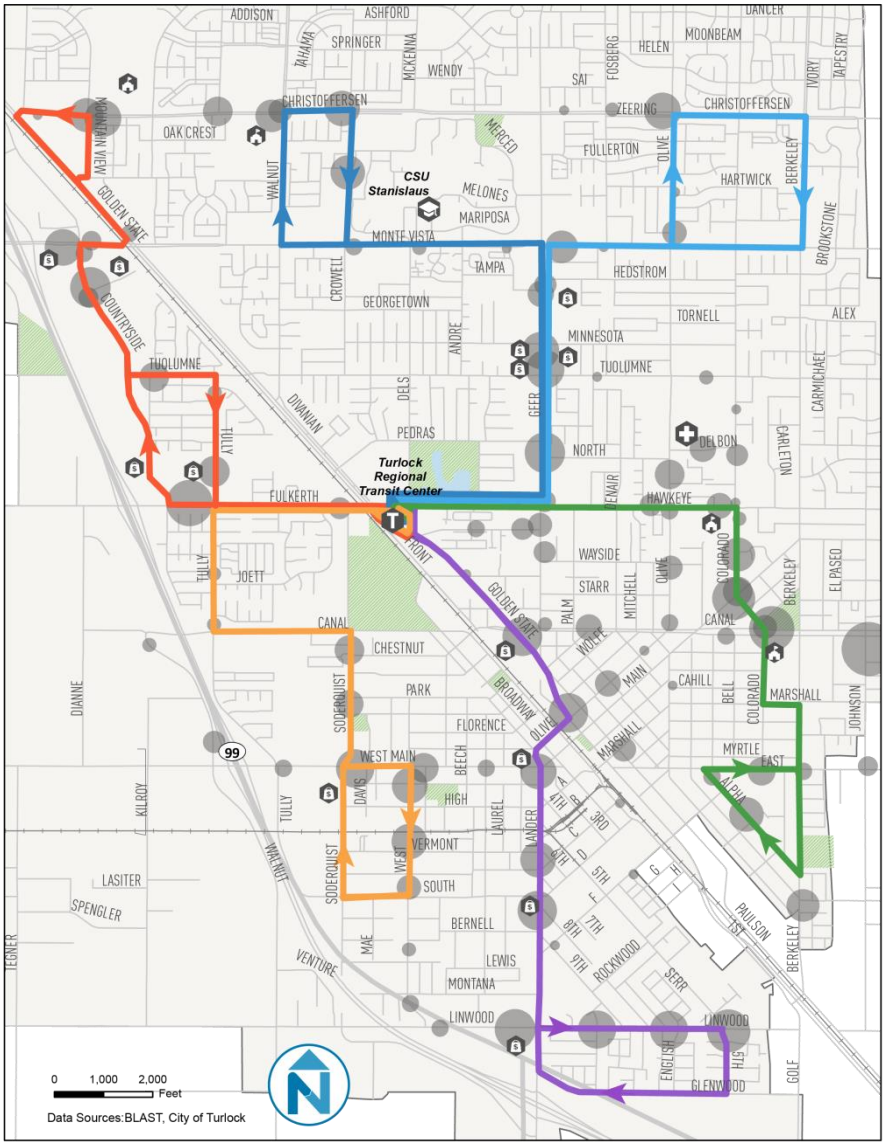
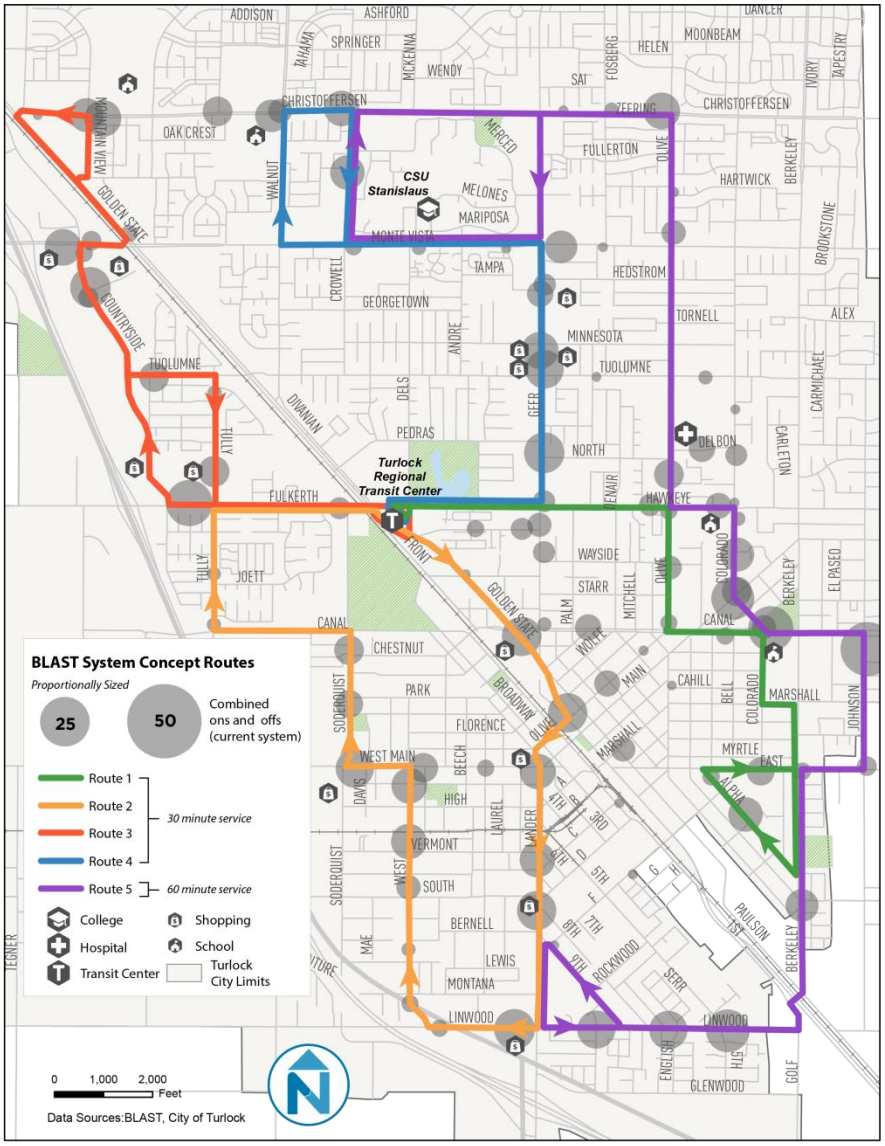


Figure 81 Service Alternative B



MEETING WITH STANISLAUS REGIONAL TRANSIT

On February 5, 2016 Nelson\Nygaard met with the Transit Manager for Stanislaus Regional Transit, Eunice Lovi, to discuss the Turlock Short Range Transit Plan, regional coordination efforts and other topics. The following summarizes topics discussed during the meeting.

- Regional coordination
  - StaRT staff is willing to sit down with the Turlock staff to discuss how the city envisions County service within the City of Turlock
  - Over time, StaRT has increased presence in Turlock in response to unmet rider demand (in terms of both coverage and span)
  - StaRT seems receptive to reducing this role in Turlock provided that the City is able to follow through with increasing service for local riders
  - StaRT stressed the importance of extensive outreach to inform riders of future route and schedule changes, which would affect Modesto Junior College students.
- Bus stops
  - StaRT has been in the process of conducting a bus stop inventory and removing underutilized bus stops on certain routes to improve travel time.
- Ridersip data collection
  - StaRT plans to implement automatic passenger counters on buses in the near future
- StaRT route changes
  - StaRT is considering modifications to Routes 10 and 15, aiming to make Route 10 more of an express service and allowing Route 15 to continue serving shorter-distance local travel between Ceres, Turlock, Modesto
- Service expansion to the Bay Area
  - StaRT is considering a pilot program that would connect Modesto, Turlock, and Patterson to the Dublin BART Station
  - StaRT requests that Turlock keeps them informed of any possible commuter routes to ensure coordination of services

APRIL 2016 OPEN HOUSE EVENT

On April 13, 2016 an open-house event was held at City Hall to share the preferred alternative route network with the community. The meeting included a presentation by City staff that described the history of BLAST service, recent and current conditions, new farebox ratio requirements due to population changes and future goals of ensuring financial sustainability. City staff also detailed the process by which the proposed service changes were developed, as well as the specific service characteristics, including:

- Service span improvements
- Improved headways and travel times
- Reduction in service coverage due to 30-minute cycle times
- Elimination of fixed-route stops west of Hwy 99 due to low ridership
- Interlining of Countryside and Geer routes
- New pass options for electronic fareboxes that go into service on May 2 (following passenger training on April 26)
- Future commuter service to BART and ACE stations

The meeting was attend by members of the public and First Transit staff (management and operators). Following the presentation, city staff responded to questions from attendees. Meeting attendees expressed the importance of communicating meetings and service changes via print materials, news outlets, bus advertisements and social media.

Current bus riders requested the following:

- Additional ticket sales outlets be made available, specifically at the Turlock Regional Transit Center to avoid the long waits at City Hall.
- The installation of additional bus shelters at Turlock Regional Transit Center prior to the construction of the indoor waiting area

Current bus riders mentioned that routes have been on-time since implementation of the January 2016 service changes. City staff informed attendees of the public hearing set for June 14.

8 FIXED-ROUTE RECOMMENDATIONS

Fixed-route recommendations were developed based on ridership, on-time performance and demographic data, as well as comments from riders, bus operators and the general public. Community feedback was obtained through an intercept survey, online survey, social media, and three rounds of public meetings. Discussions with CSU-Stanislaus student representatives also influenced the recommendations.

PREFERRED ALTERNATIVE ROUTE NETWORK

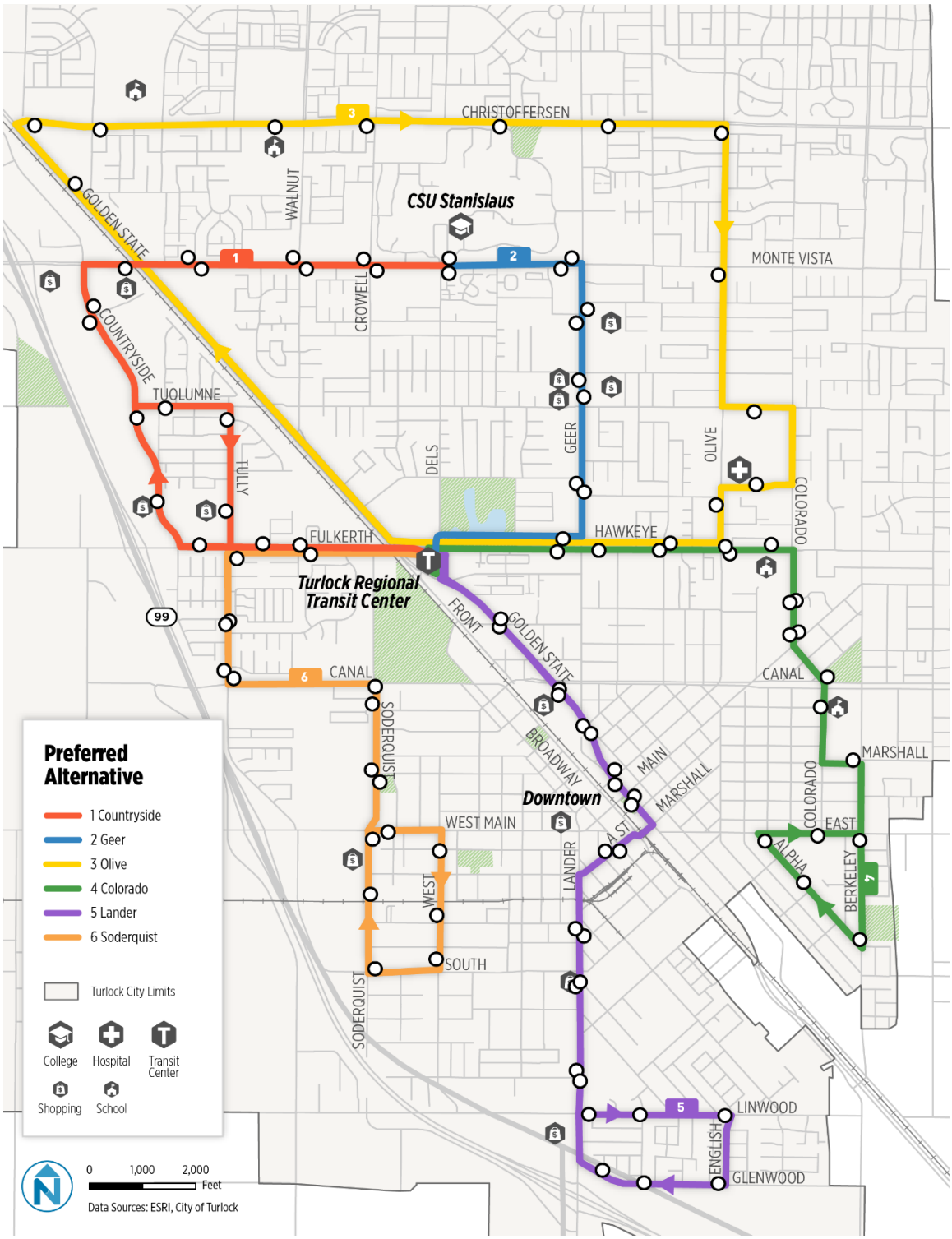
The preferred alternative route network consists of six routes that each radiate from the Turlock Regional Transit Center. Four of the routes operate every 30 minutes while the other two routes operate every 60 minute. Key benefits of the route recommendations include:

- Five bi-directional routes that improve speed and directness
- One loop route to maintain coverage along Christoffersen and Olive
- Simplified routes that are easier to understand
- More frequent service on 4 routes
- Increased service span to accommodate employees working nights
- Reduced travel time between most origins and destinations
- Consistent departure times throughout the day due to 30 and 60-minute headways
- Increased service to California State University-Stanislaus

Each recommended route is described and detailed with a map.

Descriptions and maps of each recommended route is included in this section. A system map depicting each local route is provided in Figure 82. Impacted stops include Pitman High School and stops west of SR-99.

Figure 82 Turlock Transit Route Network



Route 1 Countryside

Route 1 will primarily serves major retail and commercial destinations along Fulkerth, Countryside and Monte Vista. Route 1 will interline with Route 2, allowing riders to continue from one route to another without transferring.

The interlining of Routes 1 and 2 provides direct access to CSU-Stanislaus along Monte Vista. In the inbound direction, Route 1 will travel along Tuolumne and Tully to provide direct access to Walmart. Route 1 will serve Walmart along Fulkerth in the outbound direction.

Route 1 will operate every 30 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	30	1	6:00am-8:55pm	30	1	9:00am-6:55pm
Phase 2	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 83 Route 1 Countryside Alignment and Stops

Route 2 Geer

Route 2 will serve several commercial destinations along Geer, including Walmart Neighborhood Market, Fallas, Save Market, and Raley's. Route 2 will also serve California State University-Stanislaus along Monte Vista. Route 2 will interline with Route 1, allowing riders to continue from one route to another without transferring.

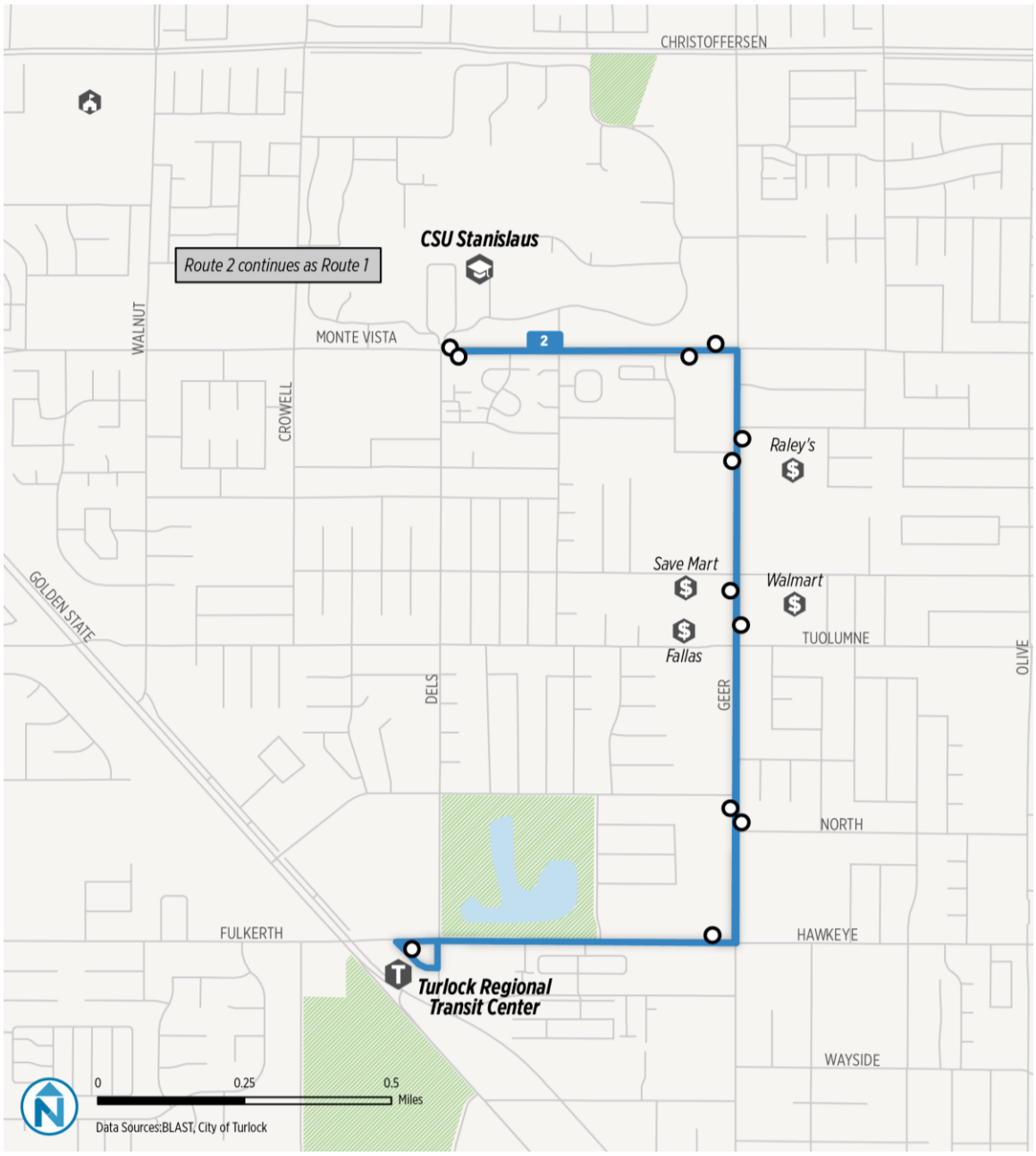
The interlining of Routes 1 and 2 will provide direct access from CSU-Stanislaus student housing to commercial destinations along Countryside and Fulkerth.

Route 2 will operate every 30 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	30	1	6:00am-8:55pm	30	1	9:00am-6:55pm
Phase 2	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 84 Route 2 Geer Alignment and Stops



Route 3 Olive

Route 3 will operate in a 30-minute clockwise loop, primarily serving medical destinations along Olive, Tuolumne and Delbon. Route 3 will also serve Pitman High School, Turlock Junior High School, California State University-Stanislaus, and the Department of Motor Vehicles office. Route 3 will have only one stop along Golden State and no stops along Hawkeye.

Route 3 will interline with Route 6 during Phase 1 and 2 and therefore operate every 60 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 3, Route 3 will improve to a 30-minute headway and will no longer interline with Route 6. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	60	1	6:00am-8:55pm	60	1	9:00am-6:55pm
Phase 2	60	1	6:00am–8:55pm	60	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 85 Route 3 Olive Alignment and Stops

Route 4 Colorado

Route 4 will serve Turlock High School, Dutcher Middle School and high-density neighborhoods south of Hawkeye, west of Colorado, and south of East Ave. Route 4 will stop within 1/3 mile of the Turlock Sales Yard which operates on Tuesdays and generates significant ridership.

Route 4 will operate every 30 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	30	1	6:00am-8:55pm	30	1	9:00am-6:55pm
Phase 2	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 86 Route 4 Colorado Alignment and Stops

Route 5 Lander

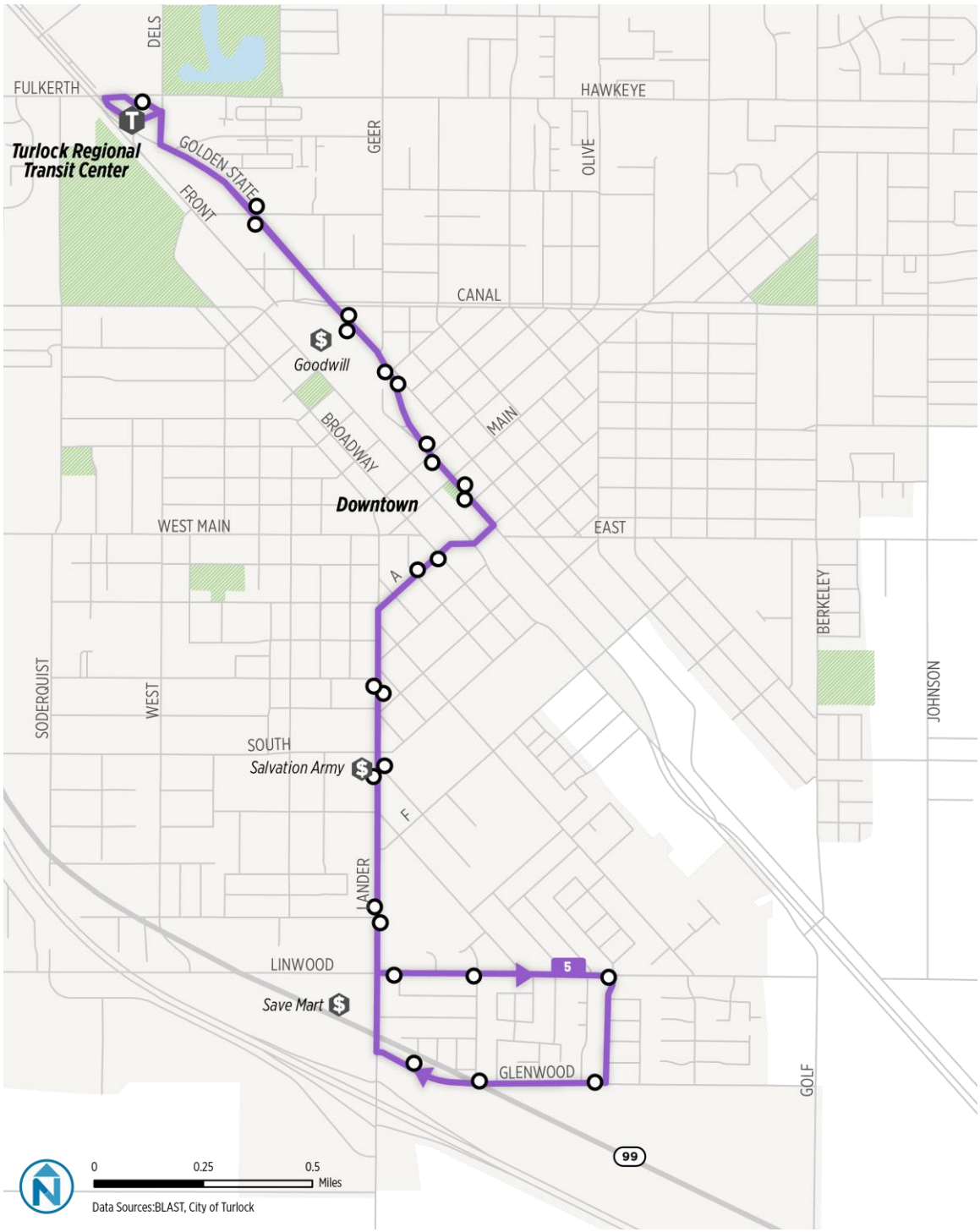
Route 5 will serve downtown Turlock, City Hall, Salvation Army, Save Mart and neighborhoods along Lander and Linwood.

Route 5 will operate every 30 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	60	1	6:00am-8:55pm	60	1	9:00am-6:55pm
Phase 2	60	1	6:00am–8:55pm	60	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 87 Route 5 Lander Alignment and Stops



Route 6 Soderquist

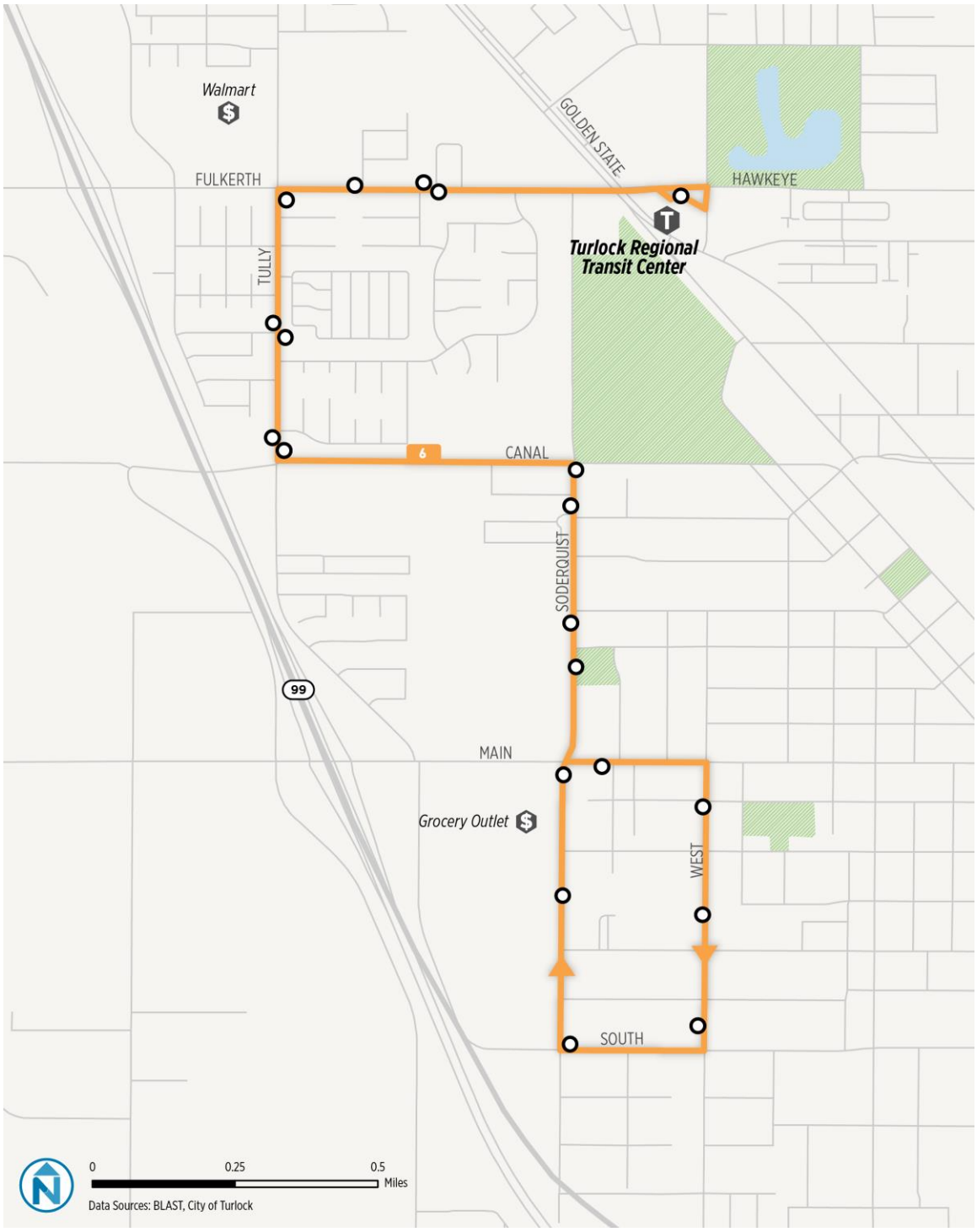
Route 6 will serve the City's Westside, which historically has exhibited a high need for transit service. Route 6 will interline with Route 3 during Phase 1 and 2.

Route 6 will operate every 60 minutes from 6:00 a.m. to 8:55 p.m. on weekdays and 9:00 a.m. to 6:55 p.m. on Saturdays. During Phase 3, Route 6 will improve to a 30-minute headway and will no longer interline with Route 3. During Phase 5, weekday evening service will be extended by one hour and Saturday service will be extended by one hour in the morning and one hour in the evening.

Recommended Service Levels

	Weekday			Saturday		
Period	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	60	1	6:00am-8:55pm	60	1	9:00am-6:55pm
Phase 2	60	1	6:00am–8:55pm	60	1	9:00am-6:55pm
Phase 3	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 4	30	1	6:00am–8:55pm	30	1	9:00am-6:55pm
Phase 5	30	1	6:00am–9:55pm	30	1	8:00am-7:55pm

Figure 88 Route 6 Soderquist Alignment and Stops



FUTURE EXPANSION

Commuter Express Service to Bay Area

The City is currently exploring options to offer a commuter express service that would connect Turlock residents with BART and ACE service into the Bay Area. In order to assess the feasibility for such a service, an employment analysis was conducted using Longitudinal Employer-Household Dynamics (LEHD) data from the US Census.

Among Turlock residents, there are approximately 300 employees who travel to jobs that are within ½ mile of an ACE or BART station in the Bay Area (see Figure 89 below). While this is not a very large number, it should be noted that LEHD data may underrepresent the magnitude of worker flows due to the exclusion of military personnel, self-employed workers, and federal civilian employees. Additionally, LEHD synthesizes data using minor distortions of reported information to protect the identities of individual employees and employers. Taking both factors into consideration, it is possible that there is higher demand for a commuter service than the data would suggest.

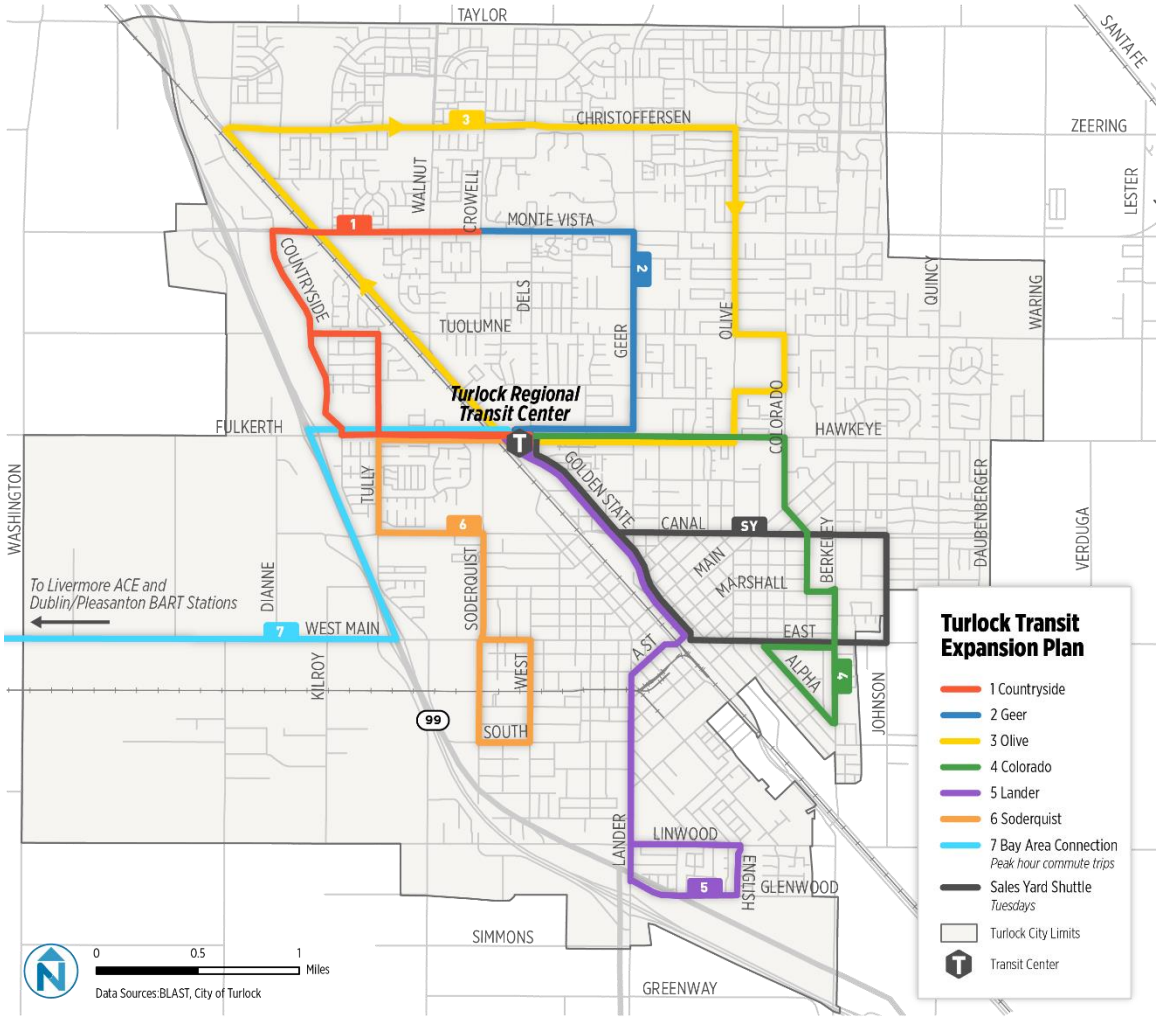
City staff reported that community stakeholders have also expressed demand for a service to the Bay Area that would serve recreational trips. Additionally, it should be noted that this service could also serve trips to and from higher education services in the Bay Area. However, assessing the demand for these types of trips will require additional, targeted outreach and data collection. For the time being, this plan only considers an alternative that would primarily serve employee commuter needs.

The proposed commuter express route would travel depart the Turlock Regional Transit Center, travel west on Fulkerth Road, south on Highway 99, west on West Main Street to Patterson (with a stop at the Kilroy Rd), north on I-5, continuing on I-580 to Livermore and Pleasanton/Dublin. The City of Turlock should explore an agreement with the property manager of Regal Cinemas Turlock Stadium 14 to allow transit customers to use parking spaces on weekdays from 5:00 a.m to 7:00 p.m.

The initial schedule should include two outbound morning trips and two inbound evening trips. Outbound trips should be timed to connect to ACE departures at Livermore Station followed by BART departures at Dublin/Pleasanton Station, with inbound trips timed to pick up passengers in the opposite order. During Phase 4 or when ridership warrants additional service, a third trip should be added during each peak period.

In order to attract choice riders, these would ideally be luxury coach buses with enhanced rider amenities, including on-board wifi, overhead storage, and individual bucket seats.

Figure 89 Future Expansion Route Network



SUMMARY OF FIXED-ROUTE RECOMMENDATIONS

The following figures summarize the resources necessary to implement the initial system restructure as well as future expansion phases.

Figure 90 Current Resource Requirements

Route	Annual Hours	Peak Vehicles
A	3,390	1
B	3,390	1
C	3,390	1
D	3,390	1
Total	**13,560**	**4**

Figure 91 Phase 1 Recommendations

Route	Recommendation	Annual Hours	Peak Vehicles
1 Countryside	Implement new route	4,349	1
2 Geer	Implement new route	4,349	1
3 Olive	Implement new route	2,175	0.5
4 Colorado	Implement new route	4,349	1
5 Lander	Implement new route	4,349	1
6 Soderquist	Implement new route	2,175	0.5
Total		**21,746**	**5**

Figure 92 Phase 2 Recommendations

Route	Recommendation	Annual Hours	Peak Vehicles
1 Countryside	No change	4,349	1
2 Geer	No change	4,349	1
3 Olive	No change	2,175	0.5
4 Colorado	No change	4,349	1
5 Lander	No change	4,349	1
6 Soderquist	No change	2,175	0.5
Livermore/Pleasanton	Implement new route	2,550	2
Total		**24,296**	**7**

Figure 93 Phase 3 Recommendations

Route	Recommendation	Annual Hours	Peak Vehicles
1 Countryside	No change	4,349	1
2 Geer	No change	4,349	1
3 Olive	Improve headway from 60 to 30 minutes	4,349	1
4 Colorado	No change	4,349	1
5 Lander	No change	4,349	1
6 Soderquist	Improve headway from 60 to 30 minutes	4,349	1
Livermore/Pleasanton	No change	2,550	2
Total		**28,644**	**8**

Figure 94 Phase 4 Recommendations

Route	Recommendation	Annual Hours	Peak Vehicles
1 Countryside	No change	4,349	1
2 Geer	No change	4,349	1
3 Olive	Improve headway from 60 to 30 minutes	4,349	1
4 Colorado	No change	4,349	1
5 Lander	No change	4,349	1
6 Soderquist	Improve headway from 60 to 30 minutes	4,349	1
Livermore/Pleasanton	No change	3,825	3
Total		**29,919**	**9**

Figure 95 Phase 5 Recommendations

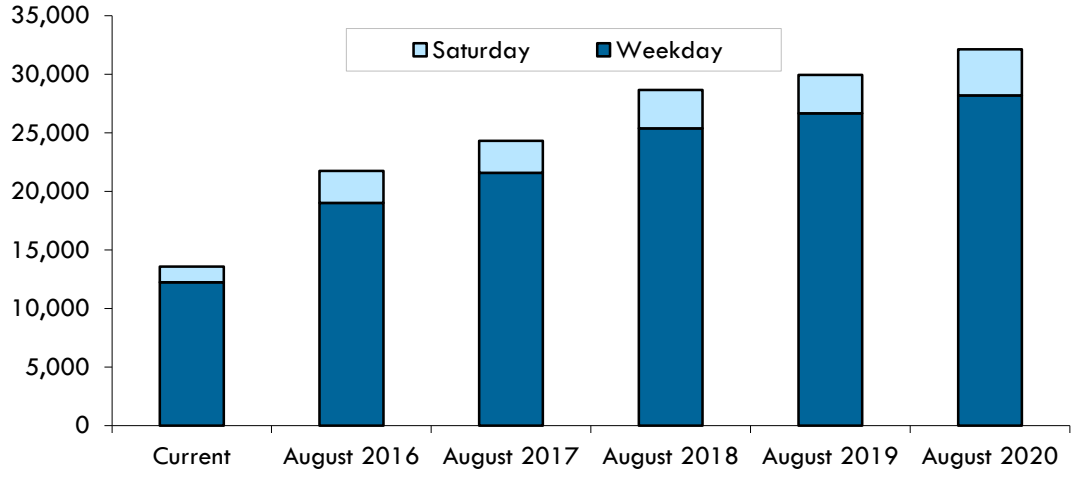
Route	Recommendation	Annual Hours	Peak Vehicles
1 Countryside	No change	4,714	1
2 Geer	No change	4,714	1
3 Olive	Improve headway from 60 to 30 minutes	4,714	1
4 Colorado	No change	4,714	1
5 Lander	No change	4,714	1
6 Soderquist	Improve headway from 60 to 30 minutes	4,714	1
Livermore/Pleasanton	No change	3,825	3
Total		**32,109**	**9**

A summary of annual hours and peak vehicle requirements for Phases 1-5 for the entire Turlock Transit system is provided in Figure 96.

Figure 96 Summary of Phase 1-5 Recommendations

Phase	Recommendation	Annual Hours	Peak Vehicles
1	Implement new route network	21,746	5
2	Implement commuter express route	24,296	5
3	Improve Routes 3 and 6 headways to 30 minutes	28,644	6
4	Increase trips on commuter express route	29,919	6
5	Increase span on Routes 1-6	32,109	6

Figure 97 Service Hours for Phase 1-5 Recommendations



POTENTIAL ADDITIONAL SERVICES

Additional services, including a Turlock Sales Yard Shuttle and Sunday service may be added as ridership demand warrants and farebox recovery ratio allows.

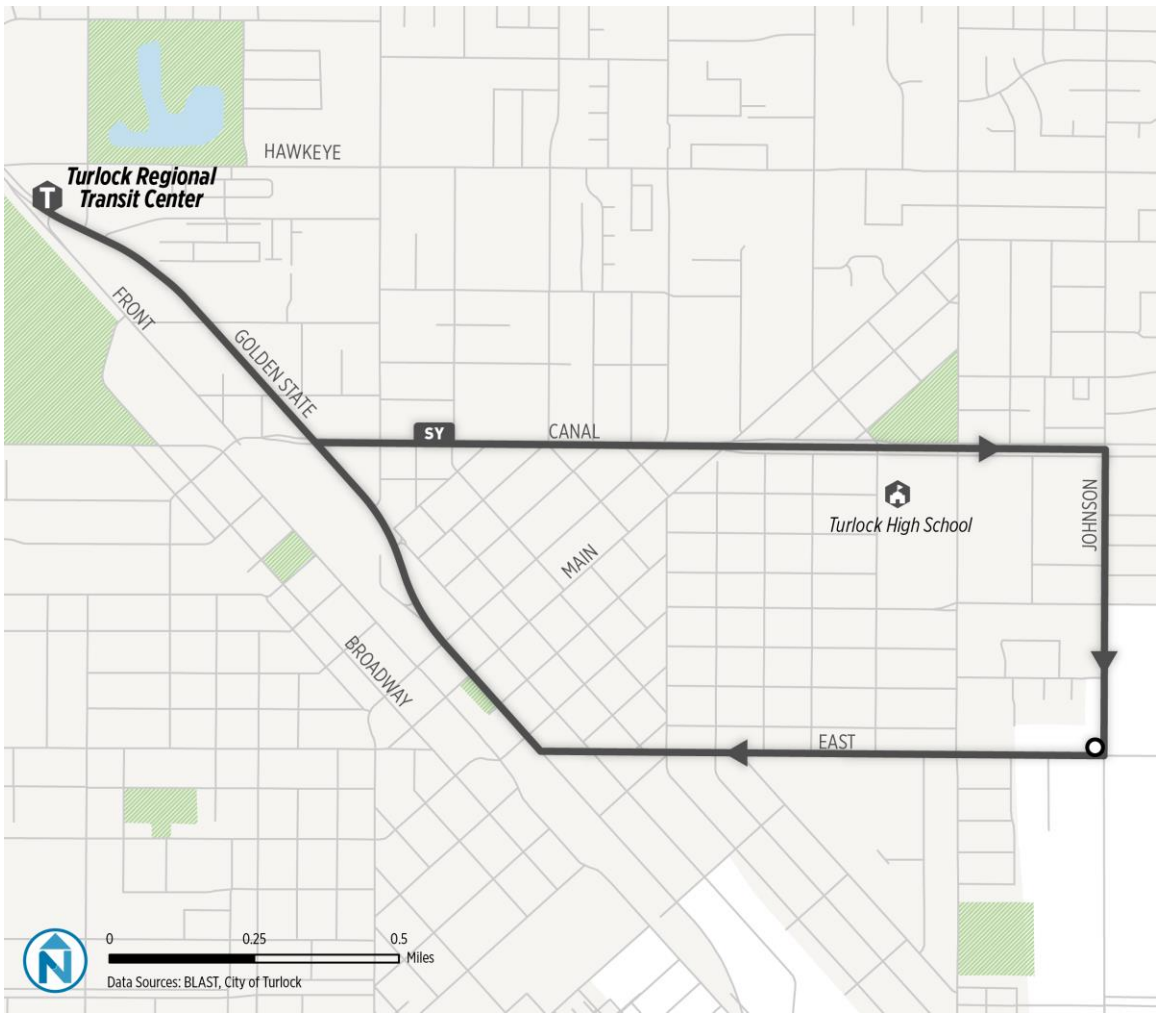
Turlock Sales Yard Shuttle

The Turlock Sales Yard Shuttle should be implemented if Tuesday ridership on Route 3 Olive creates overcrowding and/or scheduling delays due to activity levels. The Turlock Sales Yard Shuttle could also be tested as a pilot project to evaluate interest and ridership.

Recommended Service Levels

	Tuesday		
Implementation	Headway	Vehicles	Service Span
TBD	20	1	7:00am-2:00pm

Figure 98 Turlock Sales Yard Shuttle Alignment and Stops



SERVICE CHANGE IMPLEMENTATION

Implementation of Phase 1 service changes will occur on January 3, 2017. In addition to the implementation of expanded services, future service changes allow an opportunity to modify route alignments due to changes in infrastructure or development, adjust schedules based on actual running times, add or remove bus stops, and implement fare adjustments. A service change checklist is provided in Figure 99.

Figure 99 Service Change Checklist

Phase	Action(s)
Proposal Development	□ Service & ridership analysis □ Review of customer and operator input □ Cost estimates □ Service equity analysis □ Initial routes and timing □ Customer outreach □ Public meetings □ Proposal revisions □ City Council approval
Implementation Preparation	□ Schedule development □ Operator work assignments □ Marketing and communication materials □ Capital upgrades (bus stop signage and amenities, supporting infrastructure, etc.) □ IT updates (website, Google Transit, etc.)
Implementation	

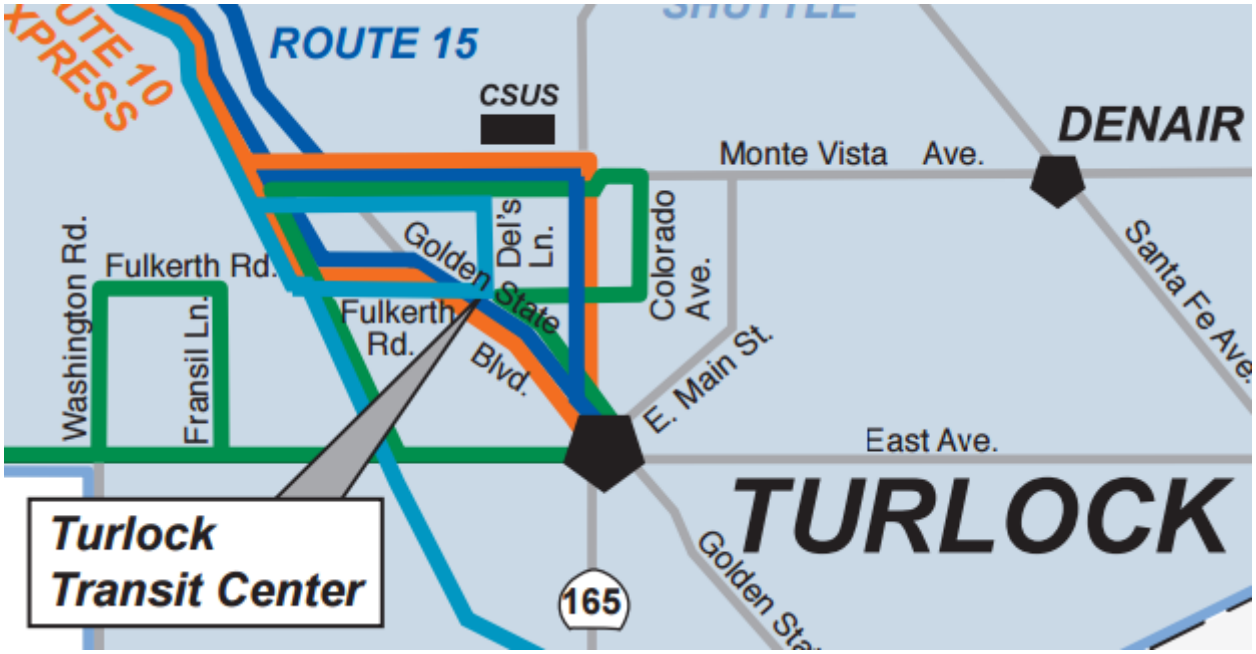
COORDINATION WITH START

Stanislaus Regional Transit (StaRT) currently operates four routes that serve Turlock. Over time, StaRT coverage within Turlock has increased. According to StaRT staff, this expansion occurred over time to meet the demands of regional commuters and to address reductions in local service from BLAST. As can be seen in the route map below, StaRT's coverage in Turlock is substantial, with multiple routes serving Monte Vista Ave, Golden State Blvd, Fulkerth Rd, Geer Rd, Colorado Ave, Hawkeye Blvd, and Del's Ln. StaRT routes serving Turlock are depicted in Figure 100.

Figure 100 StaRT Routes Serving Turlock – Service Span

Route	Weekday	Saturday
10 Modesto-Turlock	5:00 a.m.-10:20 p.m.	N/A
15 Modesto-Ceres-Keyes-Turlock	5:35 a.m.-9:49 p.m.	6:30 a.m.-8:56 p.m.
45 East: Patterson-Turlock	6:20 a.m.-8:20 p.m.	6:40 a.m.-6:25 p.m.
70 Modesto-Turlock-Merced	3 daily round trips	N/A

Figure 101 StaRT Routes Serving Turlock - Map



Source: Stanislaus Regional Transit

With the City of Turlock planning to improve and expand local service, it is recommended that staff from the City and County convene to revisit the role that StaRT should play as a regional transit provider in Turlock. StaRT's extensive coverage in Turlock has a negative impact on local ridership, thereby jeopardizing the City's ability to meet its target farebox recovery ratios. Furthermore, being that local riders will have more direct, frequent, and later-running service connecting them to the Turlock Regional Transit Center, there should be less need for StaRT to meet the demand from previous service gaps at the local level. This plan proposes two strategies for to streamline StaRT service in Turlock.

Strategy 1: Regional Connector Service

This option would limit StaRT routes to serving the Regional Transit Center and CSUS. Routes would follow the current alignment of Route 70 as it passes through Turlock (Monte Vista Ave, Del's LN, and Fulkerth Rd). Streamlined service would reduce running time for StaRT routes being that they would spend less time circulating through Turlock, and would more closely mirror the way regional routes operate in Modesto (serving the Transit Center and Modesto Junior College).

Strategy 2: Major Destinations

In order to provide direct access to more Turlock destinations for regional commuters, the second option proposes that all routes operate along a similar alignment to the one proposed above, but accessing CSUS via Christoffersen Parkway and Crowell Road before continuing onto Monte Vista Avenue. Routes would provide service to regional destinations, including Emmanuel Medical Center: Sutter Gould, CSUS, the Regional Transit Center, and the Walmart on Fulkerth Road.

9 DIAL-A-RIDE RECOMMENDATIONS

The current DART service is a blend of complementary ADA paratransit service (as required to supplement fixed-route services) and general public dial-a-ride service above and beyond the ADA requirements. The Dial-A-Ride recommendations primarily focus on differentiating elements of these to services to better track ADA paratransit program attributes relative to FTA requirements, and to better match general public dial-a-ride program elements to the markets served.

CHANGES IN RESPONSE TO ADA REQUIREMENTS

Complementary ADA paratransit service is required to allow riders with disabilities to travel between locations served by fixed-route service when their disability prevents them from accessing or using the regular bus service. The law requiring ADA paratransit service[2] defines six required characteristics to demonstrate that paratransit service is comparable to fixed-route service and these are:

- **Hours and days of service.** ADA paratransit service is required to operate on the same days of the week, and the same hours of the day as does the fixed-route service.
- **Service area.** ADA paratransit service is required to provide trips between locations that are within ¾ mile of all fixed routes.
- **Response time (trip reservations).** ADA paratransit service is required accept trip requests up to the day before (close of administrative business day) the day of travel.
- **Fares.** ADA paratransit service can cost no more than twice the base fixed-route fare.
- **Operating without regard to trip purpose.** ADA paratransit service cannot limit service based on the rider's trip purpose are the proving agency should not be asking residents about their travel purpose when making a trip request.
- **Absence of capacity constraints.** The ADA paratransit service provider cannot demonstrate patterns of repeated capacity constraints including denials of service, asking riders to negotiate travel times beyond the allowed operational windows, scheduling service with excessive travel times (as compared to fixed-route bus travel), and experience long waits when calling for trip reservations.

The City should be prepared to demonstrate performance to these characteristics during a FTA review or if challenged by a rider.

[2] Code of Federal Regulations Title 49 Subtitle A Part 37 -Transportation Services For Individuals With Disabilities (ADA); Subpart F – Paratransit as a Complement to Fixed Route Service

Suggested ADA Paratransit Service Area

The City should consider defining the ADA paratransit service area as the city limits along with an extension to Barnhart Road where the ¾-mile buffer around Routes 1 and 2 extend north of the city limit. A transit provider may limit its ADA paratransit service area to its jurisdiction boundaries, even if the ¾-mile buffer goes beyond this boundary, if the agency is prohibited from operating outside the boundary. Covering the entire city is above and beyond the ADA requirement, but will make it easier to convey the service area to potential riders and the extra areas outside of the ¾ mile buffer should not generate excessive demand on the ADA program.

Suggested ADA Paratransit Eligibility

The City currently offers these services to anyone over 65 or with a physician-verified disability. The inclusion of seniors goes above and beyond the ADA requirements but may be of concern for two reasons. The City's procedures and protocols should be able to prioritize individuals with a disability over seniors if a capacity constraint were to ever arise. And ADA paratransit rides can be quite expensive and The City may want to control the demand for these services or at least provide trips for non-ADA eligible riders in a different manner allowing flexibility with respect the six required characteristics.

Currently disability status is determined using the Disabled Eligibility Card which requires a physician or certifying agency verification. The card is also used to obtain a discount when riding a fixed route. The transit industry has been moving toward functional assessments when determining ADA paratransit eligibility to better manage demand for these special and costly services. The assessments look for demonstrated conditions that prohibit riders from accessing or using fixed-route service. Underlying disabilities may not result in difficulties getting to/from bus stops or riding a fixed-route bus.

The City has been exploring options for conducting functional assessment with partner agencies to limit administrative costs. These efforts should continue, but for the near term, the City should develop formal policies and procedures for determining ADA paratransit eligibility. These should be separated from determination of eligibility for discounts on fixed-route service. Discounts for fixed-route travel is often less restrictive involving physician verification and including age, Medicare status, veteran status etc. The City should have a written ADA paratransit eligibility policy and include its key elements in a rider's guide for the service. These should include the following elements at a minimum:

- Availability of application materials in accessible formats (e.g. large fonts, etc.)
- Description of determination process, including method of notifying individuals about determinations
- System and timetable for processing applications and for allowing presumptive eligibility
- Documentation that will be provided to persons determined ADA paratransit eligible
- Description of the administrative appeals process
- A policy for visitors

The City can still operate ADA paratransit service as a subset of a larger demand-response system using a single fleet and scheduling/dispatch system. However, the City will need to keep track of riders that have been certified as eligible for ADA paratransit and track trip request and trip completion performance data for these riders independent of general public rides.

CHANGES TO GENERAL PUBLIC DIAL-A-RIDE PROGRAM

DART elements that go above and beyond the previously highlighted ADA paratransit requirement should be considered a separate senior/disabled public dial-a-ride service based on rider eligibility – something that can be offered as a premium service above what's required to provide. The City will have more flexibility for this service including the ability to:

- Charge more than twice the fixed-route base fare to account for longer distances and/or market pricing
- Decline trip requests, prioritize trips based on trip purpose, or renegotiate travel times when faced with capacity constraints
- Operate limited hours relative to fixed-route system

For the near term, the non-ADA paratransit service should focus on continued service for seniors in the City of Turlock and connections to Denair. Within the city limits, the fare can initially be kept the same as the ADA fares but travel to Denair should retain the premium pricing. And the hours of operation can be maintained equal to those for the fixed-route, but can be reduced if the service is not productive during specific timeframes or if The City desires to re-purpose vehicles at specific times. Figure 102 illustrates how the overall service area can be broken into two zones. The first being the extended city limits which would be the ADA paratransit service area, and the senior/disabled public dial-a-ride area charging the lower fare. The second zone highlights where a premium fare would be charge for longer-distance general public dial-a-ride trips.

Figure 102 Recommended Demand Response Service Zones

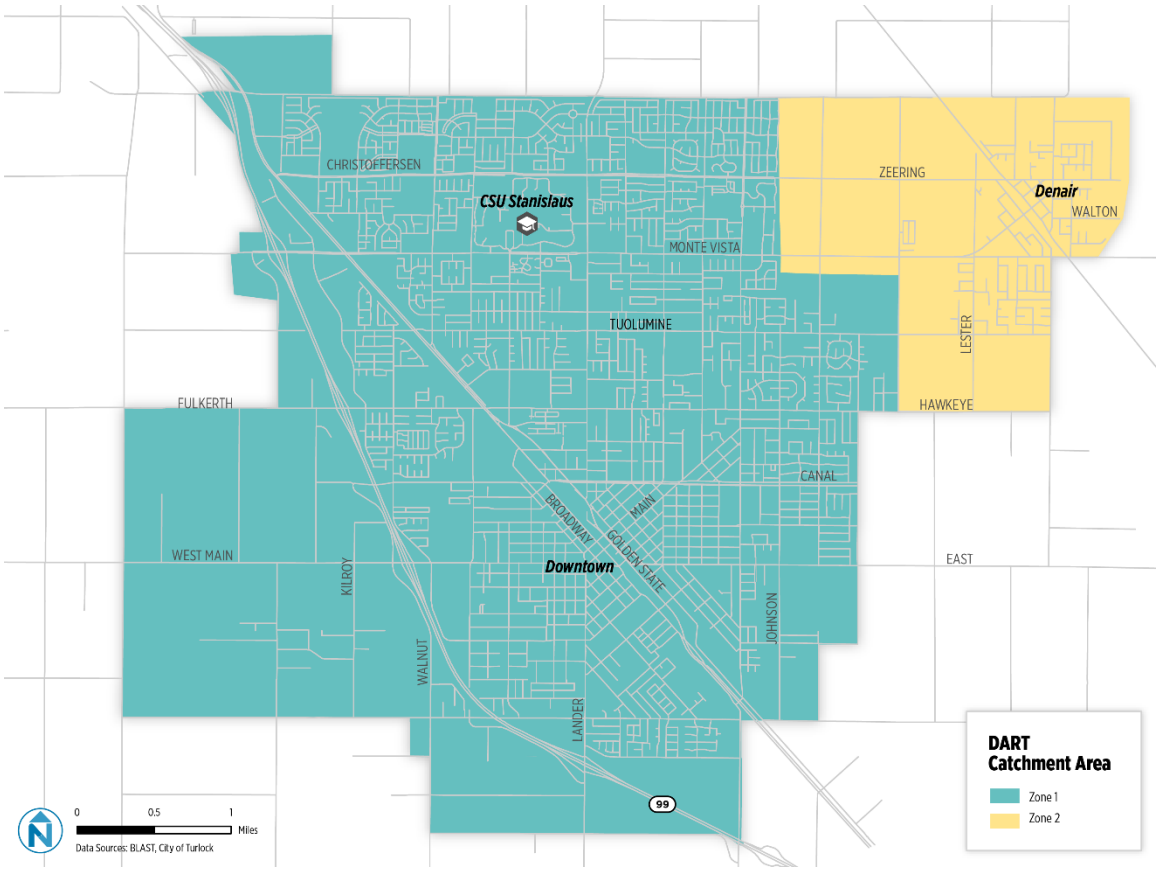


Figure 103 highlights how various aspects of the ADA Complementary Paratransit service will differ from those of the general purpose dial-a-ride service. Operationally, the service will be highly integrated, but only those who are deemed eligible for the ADA service will be guaranteed the benefits associated with this type of service, and additional service will be extended to other residents based on market conditions and availability of City resources.

Figure 103 Current Local Fixed-Route, ADA Paratransit and General Public Dial-A-Ride Fare Attributes

Service Type	Local Fixed Route	ADA Paratransit	General Purpose DAR
Brand	Turlock Transit	Turlock Transit Access	Turlock Transit Flex
Eligibility	General public	Persons with disabilities	General public
Hours	M-F 6:00a-7:55pm; Sat 9:00a-4:55p	M-F 6:00a-7:55pm; Sat 9:00a-4:55p	M-F 9a-5p, Sat 10a-4p
Base Fare	$1.50	$2.50, increase to $3 in 2017	$4 / $5 Denair
Discounted Fare *	$0.75	N/A	$2 / $2.50 Denair
Day Pass	$3.00	N/A	N/A
Discounted Day Pass	$1.50	N/A	N/A
31-Day Pass	$40	N/A	N/A
Stored Value	Yes	Yes	Yes
Board/Alight	Designated stops	Curb-to-curb	Curb-to-curb
Vehicle(s)	35' coach and 26' cutaway	26' cutaway	26' cutaway
Service Area	N/A	City Limits	City Limits + Denair

10 SERVICE GUIDELINES

Service design guidelines are planning tools that are used to expand service to new areas or modify existing routes. Turlock Transit strives to serve as many local area residents, students, workers, and visitors as they can with their available resources. Service features that attract one type of rider to transit can deter other riders, requiring a balance these types of competing demands. However, there are certain service design principles that will improve service for nearly all riders. This section describes practices that will attract and retain riders.

SERVICE PLANNING PRINCIPLES

For people to use transit, service should be designed so that it is easy to understand. Most of the guidelines in this section are aimed at making service intuitive, logical, and easy to understand. Simplicity is a key value in creating a route network that people can navigate easily to make many kinds of trips.

Route Directness

Routes should be designed to operate as directly as possible to maximize average speed for the bus and minimize travel time for passengers while maintaining access to service. Fast and direct routes tend to be useful to more people than circuitous routes. Even if a trip requires transferring between two routes, it is likely to be faster than a trip using a circuitous route.

Travel times and directness of service can be affected by a series of factors that are a function of the environment in which service operates. Some of these factors include:

- Traffic congestion
- Street geometry and turning movements
- Presence and operations of traffic signals
- Accessibility of streets from adjacent areas
- Stops with high ridership or mobility-impaired customers

Route Alignment

Routes should operate along the same alignment in both directions to make it easy for riders to know how to return to their trip origin location. Exceptions can be made in cases where such operation is not possible due to one-way streets, turn restrictions, or near the end of a route where the bus must turn around. In those cases, routes should be designed so that the opposite directions parallel each other as closely as possible. While routes that include large loops or several deviations maximize transit coverage, they also result in out-of-direction travel that is not intuitive or attractive to potential customers.

Route Deviations

Routes should not deviate from the most direct alignment unless there is a compelling reason. Potential destinations to deviate service include major shopping centers, employment sites, schools, etc.

In these cases, the benefits of operating the route off of the main route must be weighed against the inconvenience caused to passengers already on board. Additional considerations include the impact on overall route productivity, the increase time added as a result of the deviation, and the schedule coordination with connecting services. In most cases, where route deviations are provided, they should be provided on an all-day basis. Exceptions include early morning or late night trips to schools or employment centers with limited hours.

Arterial Streets

All frequent local and local routes should operate on major roadways. The operation of bus service along arterials makes transit service faster and easier for riders to understand and use. Current and potential riders typically have a general knowledge of an area's arterial road system and use that knowledge for geographic points of reference.

Route Length

Routes should be the appropriate length to maximize ridership potential and minimize operational issues. Two routes serving different parts of the service area with a shared terminus, such as a transit center or major destination may be combined as one route or interlined in order to operate more cost-effectively. However, excessively long local routes (cycle times greater than 60 minutes) should be avoided to minimize potential schedule adherence issues.

Headways

Service headways are one of the most important determinants of ridership. More frequent service attracts more passengers assuming a market is present. At the same time, headways have a significant impact on operating costs, and service requirements increase significantly with improvements in headways.

A consistent pattern to the schedule is strongly recommended. Headways may vary during the day according to demand. For example, a route headway may transition from 30 minutes to 60 minutes during the evening. Whenever possible, routes should have clockface headways that divide evenly into an hour, such as every 15, 30, or 60 minutes. Clockface headways are easier for passengers to remember and can help facilitate better transfer connections between routes.

Service Span

The number of hours per day that a route operates plays a role in determining the effectiveness of transit service for potential users. Transit service must be available near the time a trip needs to be made in order for transit to be a viable travel option. Weekday routes should permit workers and students to make their morning start times, and should end late enough to provide return trips home for second shift workers. Service oriented to non-work travel can start later and end sooner. Turlock Transit should strive to match the service span of StaRT routes to improve regional connections.

11 CAPITAL INVESTMENTS

The operation of fixed-route and paratransit bus service in Turlock requires supporting capital in the form of buses, amenities, and technology. This chapter summarizes capital needs required to maintain and expand bus service over the next five years.

VEHICLES

Larger vehicles are assigned to fixed-route services. Cutaway vehicles are assigned to dial-a-ride services and are occasionally used to operate select fixed-routes due to maintenance issues. The City of Turlock recently procured two used Orion 35' CNG buses from Merced Transit Authority for fixed-route service and is in the process of transferring vehicle titles. The successful activation of these buses and procurement of future replacement vehicles is critical to addressing ongoing schedule reliability issues and ensuring reliable operations. The City of Turlock has also recently acquired five new Arboc cutaway buses for dial-a-ride service.

Figure 104 Vehicle Details

Bus #	In Service	Description	Fuel	Length	Seats	Service	Mileage	Retirement
1034	Apr 2009	El Dorado Aero Elite	Diesel	29'	20	Fixed-route	144,406	2016
1031	Jan 2006	Orion Vii	CNG	35'	34	Fixed-route	275,498	2017
1032	Jan 2006	Orion Vii	CNG	35'	34	Fixed-route	275,200	2017
1036	Oct 2010	Orion Vii	CNG	35'	34	Fixed-route	143,748	2022
1037	Oct 2010	Orion Vii	CNG	35'	34	Fixed-route	148,563	2022
?	Apr 2009	Orion Vii	CNG	35'	34	Fixed-route	?	2021
?	Apr 2009	Orion Vii	CNG	35'	34	Fixed-route	?	2021
1035	Jul 2009	Glaval Universal 450	Diesel	26'	14	Dial-a-Ride	87,064	2017
1038	Mar 2016	Arboc GM 4500	Diesel	26'	17	DAR / FR	2,358	2021
1039	Mar 2016	Arboc GM 4500	Diesel	26'	17	DAR / FR	N/A	2021
1040	Mar 2016	Arboc GM 4500	Diesel	26'	17	DAR / FR	2,335	2021
1041	Mar 2016	Arboc GM 4500	Diesel	26'	17	DAR / FR	2,339	2021
1042	Mar 2016	Arboc GM 4500	Diesel	26'	17	DAR / FR	2,562	2021

Figure 105 Typical 35-Foot Low Floor Bus

Future fixed-route and dial-a-ride vehicle requirements are depicted in Figure 106. It is recommended that the City of Turlock enters in an agreement with a contractor to provide and operate 45-foot commuter express buses to avoid storage and maintenance responsibilities.

Figure 106 Peak Vehicle Requirements

		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Route	**Vehicle Type**	**Peak Vehicles**				
1	35’	1	1	1	1	1
2	35’	1	1	1	1	1
3	26’	0.5	0.5	1	1	1
4	35’	1	1	1	1	1
5	35’	1	1	1	1	1
6	26’	0.5	0.5	1	1	1
Dial-a-Ride	26’	3	3	3	3	3
Commuter Express	45’	-	Contracted			
35’ Peak Vehicles		**4**	**4**	**5**	**5**	**5**
26’ Peak Vehicles		**4**	**4**	**4**	**4**	**4**
35’ Spares		**2**	**2**	**2**	**2**	**2**
26’ Spares		**2**	**2**	**2**	**2**	**2**
35’ Vehicles Required		**6**	**6**	**7**	**7**	**7**
26’ Vehicles Required		**6**	**6**	**6**	**6**	**6**

BUS STOPS

Bus Stop Spacing and Placement

The distance between stops is a key element in balancing transit access and service efficiency. More closely spaced stops provide customers with more convenient access as they are likely to experience a shorter walk to the nearest bus stop. However, fewer stops result in faster service. Since most riders want service that balances convenience and speed, the number and location of stops is a key component of determining that balance.

Bus stop placement involves a balance of customer safety, accessibility, and operations. All stops should be fully accessible with a concrete landing and access to a sidewalk or pathway within the next five years. Bus stops should be compatible with adjacent land use and minimize adverse impacts on the built and natural environment.

The initial step of determining placement of a new or relocated bus stop involves its proximity to the intersection. The placement of each bus stop can be classified as one of the following:

- Near-side—immediately prior to an intersection
- Far-side—immediately after an intersection
- Mid-block—between two intersections

Bus stops are generally located at street intersections to maximize pedestrian accessibility from both sides of the street and provide connectivity to intersecting bus routes. Far-side stops are typically ideal at signalized intersections and along high-volume arterial streets. Near-side stops are typically preferable along low-volume streets such neighborhood collector streets to reduce the possibility of stopping twice at an intersection (stop sign and bus stop).

Bus turning movements, driveways, and dedicated turn lanes sometimes restrict the placement of stops at or near an intersection and necessitate a mid-block stop. Mid-block stops may also be considered when destinations are a significant distance from intersections. Mid-block stops may be the only option at major intersections with dedicated turn lanes.

Infrastructure consideration for bus stop placement includes the presence of sidewalks, lighting, topography, and roadside constraints such as driveways, trees, poles, fire hydrants, etc.

Key advantages and disadvantages of each bus stop placement option are described in Figure 107.

Figure 107 Bus Stop Placement Considerations

	Advantages	Disadvantages
Near-side stops	Shortest distance from bus door to a crosswalk, which encourages riders to use crosswalks	Most exposure to traffic delays. May require more than one traffic cycle Increases conflict with right-turning vehicles May block travel lane with queuing buses May obscure motorists' view of traffic control devices and crossing pedestrians
Mid-block stops	Typically improves access to destinations on large tracts Minimizes motorist and pedestrian line of sight concerns	May require bus pullout on high-speed streets Encourages riders to cross street mid-block
Far-side stops	Encourages riders to use nearby crosswalks Allows bus operators to use intersection as a deceleration lane Allows additional right-turning capacity before intersection	May restrict travel lanes on far-side of intersection

Bus Stop Layout

Each new or upgraded bus stop should include a landing pad aligned with the front door of the stopped bus to meet regulations included in the American with Disabilities Act. Landing pads should have a minimum dimension of 5' wide x 8' deep, which may consist of the space under a shelter so long as there are no physical obstructions such as seating or shelter posts. Landing pads should cover the back door of the bus for stops averaging more than 10 alightings per day.

Bus stop amenities should ideally be placed nearside of signage to minimize the distance to bus doors and reduce dwell times. Available right-of-way may influence the placement of amenities. When sufficient right-of-way exists, amenities should be placed behind sidewalk to allow space for snow removal.

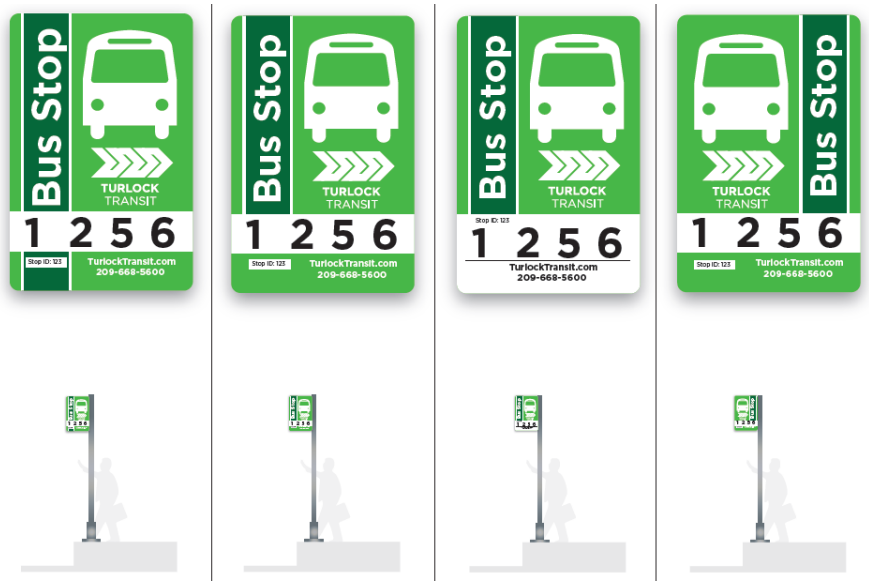
Bus Stop Signage

Bus stop signage should be placed at far end of stop and mark the stopping point of the bus. Signage should typically be installed at a distance of 3' from the curb to maximize visibility. Specific signage location should take surrounding infrastructure and vegetation into consideration. New Turlock Transit bus stop signage should be installed at every bus stop with the following information:

- Turlock Transit logo
- Unique panels/stickers for each
- Unique stop identification number, which can be used to access schedule information
- Customer service line
- Turlock Transit website address
- ADA-accessible symbol indicating that buses (not necessarily the stop) are accessible

The bottom of the sign should be installed seven feet from the ground. Route information panels should measure at least 4 inches wide by 12 inches tall to maximize visibility and be installed at eye level. An example of conceptual Turlock Transit bus stop designs are shown in Figure 108.

Figure 108 Turlock Transit Conceptual Bus Stop Designs



Bus Stop Amenities

This section provides guidance on the installation and placement of bus stop amenities. Bus stops amenities enhance the customer experience by improving comfort and convenience. Consequently, transit systems with well-designed and maintained amenities have the potential to attract and retain riders. Bus stop amenities also influence the community's image perception of transit in Turlock. Bus stop amenities are described in Figure 109.

Figure 109 Bus Stop Amenities

Amenity	Description
Pole and Sign	Installed at all bus stops
Seating	Installed at stops meeting specific qualifying criteria.
Shelter	Installed at stops meeting specific qualifying criteria.
Trash Receptacles	Installed at stops with seating or shelter.

Three tiers of bus stops are proposed and described below.

Basic Bus Stop

Bus stops generating fewer than 15 boardings per day are classified as basic stops and should only include a pole and signage.

Bus Stop with Seating

Bus stops generating at least 15 boardings per day qualify for a 6-8' bench and trash receptacle.

Bus Stop with Shelter

Bus stops generating at least 25 daily boardings qualify for a shelter, seating, and a trash receptacle. Alternatively, stops that generate at least 10 daily boardings and meet one of the following criteria also qualify for a shelter:

- Medical, senior, social service, public or special needs facilities within ¼ mile
- Major grocery stores within ¼ mile
- Apartments, dorms, or senior housing with 100+ units within ¼ mile
- High schools, colleges, or universities within ¼ mile

Bus stop shelters should be available in multiple sizes due to variations in available right-of-way and boarding activity.

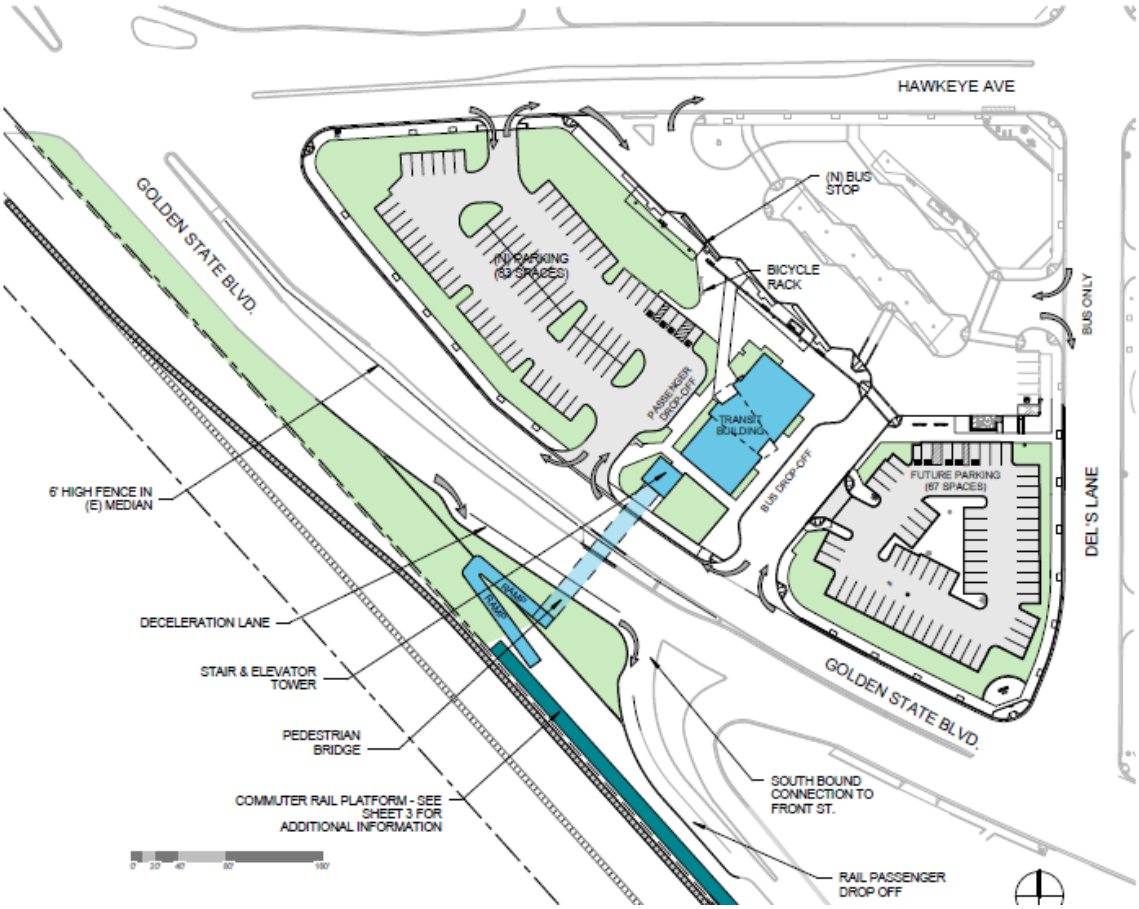
TURLOCK REGIONAL TRANSIT CENTER

Transit centers can be more than a site to make a transit connection, and can be a community asset by accommodating non-transit purposes. Integrating non-transit purposes, such as public meeting space, can help gain community acceptance in the surrounding area.

The Phase 2 improvements of Turlock Regional Transit Center will include covered canopies at bus stops, an indoor lobby area, public restrooms, ticket sales, parking, and bike storage.

A layout of the Phase 2 expansion of Turlock Regional Transit Center is depicted in Figure 110.

Figure 110 Turlock Regional Transit Center Phase 2 Expansion



STREET AND SIDEWALK INFRASTRUCTURE IMPROVEMENTS

The addition of landing pads, connecting sidewalks, and amenities such as seating and shelter enhance the customer experience and have the potential to increase ridership.

Opportunities for minimizing the cost of bus stop improvements include incorporating them into municipal or private projects construction projects that involve streets and sidewalks. Priority street and sidewalk infrastructure improvements are listed below and depicted in Figure 112.

Figure 111 Priority Street and Sidewalk Infrastructure Improvements

Location	Improvement
Monte Vista & 4 Seasons	Turn Lane Closure
Monte Vista & Dels (NE corner)	Queue Jump
Monte Vista & Geer (NW corner)	Parking Closure
Fulkerth & Golden State	Sidewalk Extension
Geer & Hawkeye (NW corner)	Sidewalk Extension
Olive & Delbon (NW corner)	Sidewalk Extension
Canal & Tully (NE corner)	Sidewalk Extension
Colorado & Canal (SE corner)	Sidewalk Extension
Colorado & Lyons (SW corner)	Parking Closure
West & Main	Signalized Intersection
East & Alpha (SE corner)	Sidewalk Extension
East & Berkeley (SW corner)	Sidewalk Extension
East & Johnson (NW corner)	Sidewalk Extension
Soderquist & Angelus (SE corner)	Sidewalk Extension
Linwood & 5th (SW corner)	Sidewalk Extension

Figure 112 Priority Street and Sidewalk Infrastructure Improvements

INVESTMENTS IN BICYCLE ACCESS

Improving bicycle access to transit increases catchment areas around transit stops and provides improved mobility. Riders whose destinations are greater than ½ mile from the nearest stop benefit from bringing their bike with them on the bus. Fixed-route vehicles in Turlock are able to carry bicycles using platform racks on the front of the bus, which can help transit riders access the service and/or reach to their destination.

The installation of protected bike lanes and grade-separated paths can bring new riders to the system and help solve first- and last-mile connections. Additional bike-friendly enhancements include the installation of bike storage at the transit center and bike racks at major destinations.

Easily accessible and secure bicycle storage is essential for transit customers who access bus stops by bike. Bike racks can be as simple as a U-shaped metal pole, but can also be designed to function as public art. A bicycle shelter located at transit centers can provide added storage capacity, shelter from the elements, and a greater sense of security. Bicycle shelters typically include amenities such air pumps, tools for basic repairs, snack/drink machines, and route/schedule information. Bike lockers are a more costly, but more secure, bicycle storage option. Bike lockers are completely enclosed and are only accessible using a key, reducing the risk of theft.

Figure 113 Sample Bicycle Shelter

GEOGRAPHICAL INFORMATION SYSTEMS (GIS)

Most transit systems utilize GIS to manage bus stop locations, amenities, route alignments, and ridership data. GIS can also be used to assist with National Transit Database (NTD) reporting and Google Transit Feed Specification (GTFS) development. It is recommended that the City of Turlock create and maintain a GIS database. The hiring of a skilled GIS professional dedicating a portion of their time to GIS will ensure proper development, maintenance and application of GIS.

AUTOMATIC VEHICLE LOCATION (AVL)

Automatic Vehicle Location (AVL) describes the use of computers and Global Positioning Systems (GPS) to track transit vehicles. AVL enables transit providers to improve customer service through the provision of real time schedule information. Real-time information on arrival/departure times has been shown to increase customer confidence in the reliability of transit system. Research has shown that transit customers perceive shorter wait times than reality when they have access to real time information while transit customers who do not have access to real time information tend to perceive their waits to be longer than reality. With the widespread use of smart phones, real-time information is more accessible to the customer than ever.

AVL enables dispatchers to have a visual picture of the actual location of each bus allowing them to take proactive action when necessary to maintain reliability. AVL also provides better data for developing more accurate schedules. Training is important in installing an AVL system. Contracts with AVL vendors should include a training component prior to acceptance and turnover of the AVL system. It is important to train transit staff on how to effectively interpret AVL data.

AUTOMATIC PASSENGER COUNTERS (APC)

Many transit systems include automatic passenger counters (APC's) as part of the AVL procurement. APC's can be installed on all buses to provide a 100% count of boardings although to reduce costs some systems only equip some of their buses and make sure that they cycle through the entire system over a specified period of time. If APC's are intended to be the primary source for daily ridership counts, they need to be installed on all buses.

A key advantage of APC's is the ability to obtain accurate data of on and off activity at each transit stop. Whether all or only some buses are equipped, far more data can be collected than through manual means. There is no need to hire checkers to collect this data or have drivers fill out on off sheets while driving. While this significantly reduces the need to do manual ridership counts and will increase the amount of data available, occasional manual audits should take place to identify and resolve potential discrepancies between farebox and APC data.

ANNUNCIATORS

The Americans with Disabilities Act (ADA) requires that all major bus stops be announced. While operators are expected to call out major stops in the absence of annunciators, in reality this often does not occur. Annunciators integrated with the AVL system can be programed to announce designated stops in a consistent tone and volume. GPS provides direction to automatically announce stops without the need for intervention for the driver. Annunciators can be used to make general announcements in multiple languages. The procurement of annunciators typically includes electronic visual signage, which displays text at the front of the interior of the bus.

TRAFFIC SIGNAL PRIORITY (TSP)

TSP provides priority treatment of transit vehicles at intersections by holding green lights longer or shortening red lights. It is designed to reduce wait time of transit vehicles while minimizing the impacts to surrounding traffic. Successfully reducing wait times improves reliability of transit services which improves the attractiveness of transit and can reduce operating costs. TSP may be implemented at individual intersections or across corridors or entire street systems. The Federal Transit Administration's TSP Planning and Implementation Handbook points out, the distinction between Transit Signal Priority and signal pre-emption is an important one because: "signal priority modifies the normal signal operation process to better accommodate transit vehicles, while pre-emption interrupts the normal process for special events such as an approaching train or responding fire engine".

TSP systems require four components: a detection system aboard transit vehicles; a priority request generator which can be aboard the vehicle or at a centralized management location; a strategy for prioritizing requests; and an overall TSP management system.

ON-BOARD VIDEO AND AUDIO RECORDING

On board video and audio recording can provide an extra level of security on buses and also can be very effective is addressing a number of issues that can occur during the time a bus is in operation:

- **Resolve customer complaints:** All complaints must be taken seriously and investigated thoroughly. Video and audio provide a robust tool for addressing customer concerns.
- **Accident investigations:** Exterior facing cameras can provide an objective view of what occurred leading up to an accident involving the bus.
- **Insurance claims:** When a customer files a complaint about being injured on a bus the video and audio can depict exactly what happened assuring that only legitimate claims are processed.
- **Assist law enforcement:** If an accident occurs in front of a bus but doesn't involve the bus a forward facing camera can assist police investigating the accident as it is possible the accident was captured by the camera.
- **Identify inappropriate behavior:** The video can be used to identify individuals suspected of violating riding rules. Audio and video can provide the evidence necessary to take proper action.

On board video and recording equipment have become indispensable to many transit systems. As with any hardware and software procurement it is essential to account for proper training of transit staff.

12 FARE RECOMMENDATIONS

The BLAST fare structure is detailed in Figure 114. The City of Turlock offers single ride fares, as well as a multitude of pass products. Passengers may transfer between BLAST routes at the Turlock Regional Transit Center for twenty-five cents. Passengers transferring elsewhere in the city must pay the full fare. Discounted fares are available for eligible customers, which include senior citizens, individuals with disabilities, and Medicare card holders. Children under the age of four ride for free.

All-day and monthly pass options are available at full and discounted rates. Ticket books are also available for purchase. A table detailing BLAST fare options is provided in Figure 114.

Figure 114 BLAST Fare Structure

Fare Type	Price
BLAST Fares	
Children under age 4 (Limit two children per adult)	Free
Single-Ride Fare	$1.50
Reduced Fare (Seniors age 65 and older/ Disabled/ Medicare Card Holder)	$0.75
BLAST Transfer (Valid only at transfer hub)	$0.25
StaRT Transfer (Between City /Stanislaus County bus systems)	$0.25
BLAST Passes	
All-Day BLAST Pass (Unlimited rides on day of purchase)	$3.50
Discount All-Day BLAST Pass	$1.75
Monthly BLAST Pass (Unlimited rides- purchased from the 1st – 15th)	$50.00
Monthly BLAST Pass (Purchased after the 15th)	$25.00
Discount Monthly BLAST Pass	$25.00
Discount Monthly BLAST Pass (Purchased after the 15th)	$12.50
Student Monthly BLAST Pass	$40.00
Student BLAST Pass (Purchased after the 15th)	$20.00
Field Trips per Student (Pre-arranged Elementary and Jr. High only)	$0.50
BLAST Ticket Books	
Book of 20 tickets- Regular	$30.00
Book of 20 tickets- Discount	$15.00

FARE RECOMMENDATIONS

In coordination with service expansion and improvements, the project team has designed new fare media and recommended a simplified fare structure. These electronic fare media will work in conjunction with the new fareboxes that the agency is currently acquiring.

The primary goals of the fare restructure are to:

- **Simplify fare structure**. Simplifying fares, including transfers, is a primary goal for transit service in Turlock. Fare products should be provided that make choices simple and clear for customers.
- **Incentivize higher usage of pass products.** Higher use of pass products can be incentivized through discounts. Pass products have operational and fiscal benefits and improve travel times for customers by speeding up the boarding process.

As can be seen in the following figures, the proposed fare structure will simplify the fare options while improving the convenience they offer to passengers.

Figure 115 Current Fare Structure

Fare Type	Regular	Discount	Student
Single Trip	$1.50	$0.75	$1.50
Blast Transfer	$0.25	$0.25	$0.25
StaRT Transfer	$0.25	$0.25	$0.25
Day Pass	$3.50	$1.75	$3.50
Monthly Pass (purchased before 15th)	$50	$25	$40
Monthly Pass (purchased after 15th)	$25	$12.50	$20
Book of 20 Tickets	$30	$15	$30

Figure 116 Proposed Fare Structure

Fare Type	Regular	Discount	Student
Single Trip	$1.50	$0.75	-
StaRT Transfer	Free	Free	-
Day Pass	$3.50	$1.75	-
31-Day Pass	$50.00	$25.00	$40.00
Commuter Express	TBD	TBD	TBD

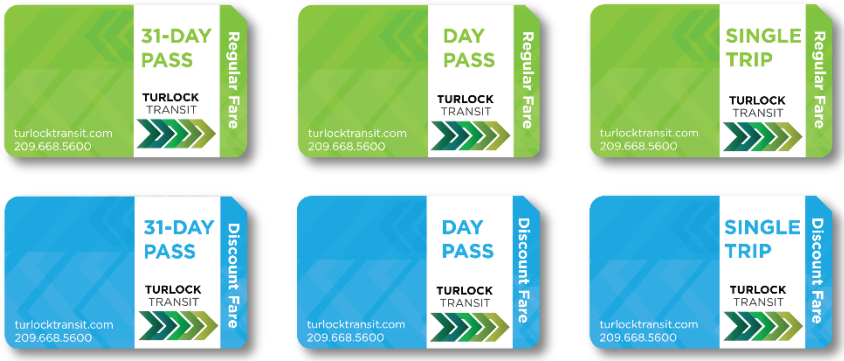
Day Passes and Transfers

One of the most notable differences between the old and new fare structure is that riders will see an incentive to purchase a Day Pass under the new structure due to the elimination of $0.25 transfers. Instead of purchasing a second fare to make a transfer, riders will see more value in purchasing a Day Pass up front (which will be the same price as purchasing two one-way trips). Higher utilization of the Day Pass will result in increased operational efficiency seeing as operators will spend less time collecting fares during the boarding process. Day Passes with the elimination of transfers will also make the system easier to understand for new riders and mitigate confusion or conflict stemming from riders attempting to make transfers outside of the Transit Center.

Monthly Passes

The proposed fare structure also includes simplified monthly passes that will have one fixed price regardless of when they are purchased. Current monthly passes terminate at the end of the month and have two different prices depending on whether they are purchased during the first half or second half of the month. The new 31-Day Pass activates on the first swipe and allows unlimited rides for a 31 day period. Additionally, operators will not have to worry about validating the pass with the new fareboxes.

Figure 117 Proposed Fare Media



Multiple Vending Locations

In order to further incentivize use of the passes, it is recommended that they be made available for purchase at participating retail establishments, such as grocery stores.

Smartphone Fare Apps

As smartphone usage has increased, new payment options using smartphones have emerged. Vendors now offer transit agencies the ability to sell fare products such as day passes and monthly passes through smartphone apps, with the vendor receiving a small percentage of each transaction. The passes are displayed on the smartphone screen, and operators visually check the screen to ensure the pass is valid when the rider boards. The City of Turlock should explore the use of options like this to expand its fare options.

COMMUNITY PARTNERSHIPS

CSU-Stanislaus Universal Pass (U-Pass)

Many transit providers around the country negotiate with a university (or large employer) for a universal pass agreement. These types of arrangements give all students and/or affiliates unlimited access to the transit system. The transit provider and the institution may negotiate a fare (usually discounted), and the institution pays annually based on the actual number of transit trips taken. Universities may also include the cost of the U-Pass within student fees, typically ranging from $50-100 per semester. In many cases, institution of a U-pass agreement has led to increased transit ridership.

During the early stages of the project, a potential partnership with CSU Stanislaus was identified as a strategy to improve service for university students, boost system ridership, and create an additional source of dedicated funding to support expanded operations. After presenting service alternatives to CSU students and representatives from Associated Students, Inc. (ASI), the project team went back to the drawing board to provide increased service to campus and an interlined route for students to access shopping and recreation destinations on Countryside Drive.

A funding agreement was proposed based on costs that would be incurred from a goal mode share of 10% among CSU Stanislaus students living in Turlock (2,196). Assuming 10 months of actual usage with a monthly pass priced at $40, an annual contribution of $90,000 was calculated and proposed (amounting to less than $10 per student per year). ASI and the City of Turlock continue to negotiate an agreement that will work for both parties.

Employee Pass Program

In order to boost ridership and increase revenue, it is recommended that the City explore partnerships with major employers in Turlock, including Turlock Irrigation District and CSUS, to adopt employee pass programs. These agreements are typically negotiated and renewed on an annual basis. By selling passes in bulk, the transit agency is able to offer a substantial discount for passes. In addition to being able to offer their employees a transit benefit at a discounted rate, the program may also appeal to employers as a means to reduce on-site parking demand.

Along with major employer partnerships, the City should also consider offering transit passes to its employees. It is an added benefit that requires no additional cost on the part of the City. Additionally, it demonstrates the City's commitment to local transit service in Turlock.

13 MARKETING PLAN

For people to be able to use transit, they must first know that it is there and be able to understand how to use it. This means that it is extremely important for transit systems to provide clear and concise information about their available services.

Successful transit systems provide a wide array of public information, telephone support, printed materials, full-featured websites, and real-time information. The predominant types of information that are widely distributed include:

- **System maps** that provide an overview of available services
- **Route schedules** that provide detailed information for each service
- **Websites**, which are the initial point of access for most people and provide complete information on available services
- **Web and app-based real-time information** that provides predicted arrival times at stations and stops and, often, maps that display the actual location of transit vehicles

In conjunction with planned service expansions, marketing strategies are necessary to draw attention to changes and inform current and potential riders that these changes will improve the user experience. Marketing recommendations fall into three categories – branding, information, and outreach.

GROWTH MARKETS

- **Current riders.** The improvements recommended as part of the SRTP will enhance the service for people who depend on transit in Turlock, and should encourage more use of the system. Although many existing riders are comfortable with the system and knowledgeable about how it works, even current riders have limited access to information about the system. In addition, current users need to be better informed of policies on both fixed route and dial-a-ride service.
- **California State University-Stanislaus students.** CSUS students are a rider market that is currently underserved and undermarketed. With service recommendations that will improve access to and from campus, student ridership should increase. The proposed U-Pass program will further encourage student ridership.
- **Bay Area Commuters.** Commuter express service to BART and ACE Stations is planned to begin in 2017. Early marketing will help grow awareness and interest in the service prior to implementation. Commuter express riders tend to respond well to online communication such as social media and surveys.

REBRANDING

All fixed-route transit systems have two basic marketing assets by design: buses and bus stops. These serve as a primary method of informing residents and employees about the existence of service. It is important that these assets are branded in a way that is easily recognizable, easy to understand, and attractive. A visible rebranding effort serves to alert the general public and draw attention to new or improved services.

Discussions with City staff and members of the public indicated a general approval for changing the agency name from 'BLAST' to 'Turlock Transit.' A new name on buses and bus stops, in and of itself, sends out a message that there has been a change. Additionally, moving away from the acronym makes it easier for new users to recognize who operates the service and where it circulates.

A good logo should speak to the product that an agency delivers. A rebranded logo serves as a continual reminder of an agency's commitment to specific service priorities. Below is the proposed rebranded logo for Turlock Transit (Figure 118). Current and new riders will associate the modern and simple look of a new logo with improved, streamlined service. The directional arrows with color gradation evoke a sense of movement to represent the system's improved speed and reliability. Finally, choice riders may also see the use of green as a reminder of the environmental benefits of taking transit instead of driving.

Marketing and branding is only one feature of a successful transit system. However, good information and strong system legibility are critical for people who are learning how to use transit for the first time, as well as for long-time users. And because many people in the community may never use transit, effective branding and marketing of the system might be the only impression they have of transit services available.

Figure 118 Proposed Turlock Transit Logo

RIDER INFORMATION

Buses and Bus Stops

For existing and potential riders, buses and bus stops are also a delivery method for information. It is important that as patrons are navigating the system, they have access to the information they need to get where they want to go. The following features make transit systems user friendly:

- Maps and schedules at major bus stops
- Digital displays showing real-time arrival information at major transit stops
- Bilingual rider guide with maps and schedules on board buses and at the Transit Center
- Regional transit service information at the Transit Center

Websites

Transit system websites have become the primary source of information for most riders. The types of information that typically are provided on websites include:

- System map (interactive or PDF format)
- Route-by-route schedule information and maps in PDF format
- Complementary paratransit service information
- Service alerts
- Fare information
- Information on how to ride if in a wheelchair or loading a bicycle

Additional website features that improve customer convenience include:

- A simple, stand-alone web address that is easy to remember
- A mobile website for smartphones
- Real-time information displaying vehicle locations and predicted arrivals
- The ability to purchase tickets and passes
- Customizable e-mail or text alerts for service disruptions, agency news, etc.
- Integration with social media such as Twitter and Facebook to provide service alerts and updates on transit initiatives
- Availability in multiple languages to make information accessible for the entire community

Real-Time Information

Real-time information uses GPS-based Automatic Vehicle Location (AVL) technology to track and predict the locations of transit vehicles in real time. This provides information on estimated arrival/departure times, vehicle locations, and service disruption or delay alerts. Once the back-end system has been installed to track vehicles and deliver the data, the information is presented to riders in basically the same ways as schedule information.

14 STAFFING AND VISION

VISION

It is recommended that the City adopt a vision to guide ongoing and future operations. Per discussions with City staff, the following three principles were chosen to make up the vision for transit service in Turlock: sustainability, excellence and innovation.

Sustainability

Sustainability as a guiding principle relates to both environmental and financial sustainability. From an environmental standpoint, transit service can be an effective tool for attracting riders who would otherwise drive alone, thereby reducing emissions and congestion. In order to continue expanding and offering a quality of service that will attract and retain riders, the City must set and maintain a financially sustainable path.

Excellence

Upcoming route changes, service improvements, and rebranding efforts will give the City a prime opportunity to raise the bar of excellence for local transit service. In turn, the public will come to associate this improved quality of service with riding the bus. Excellence encompasses a wide range of attributes that comprise service delivery and customer information. In the long term, excellence means expanding and refining service to best meet the needs of future riders.

Innovation

Innovation is a vital tool for operating a transit system that is both sustainable and excellent. In the coming years, the City may likely face changes and opportunities related to funding, congestion, shifting demographics, new development patterns, competing/complementary transportation services, and new regulations. Innovation will require ongoing evaluation of system performance and customer expectations.

Innovation requires taking advantage of opportunities to attract new riders, increase funding, and serve new destinations. Examples of innovation often come in the form of collaboration and partnerships: inter-agency coordination to improve connections, pass programs to increase transit mode share, and arrangements with private developers to ensure access to transit. As transit services grow and evolve, it is vital that City staff continue to explore opportunities to innovate.

STAFFING

The Short Range Transit Plan includes a series of improvements to make transit a more viable and attractive transportation option. Successful implementation and management of the recommended Turlock Transit system requires additional staffing and refined job duties for transit staff. The following staffing structure is recommended to ensure that the future transit system is in alignment with the vision and community expectations.

Figure 119 Recommended Staffing Structure

Position	Reports To	Duties
Transit Manager	Director of Development Services	Budget development and administration Procurement and grants Service provider contract management Regional coordination/partnerships Capital projects Active transportation integration
Transit Planner/Analyst	Transit Manager	Performance monitoring State and Federal reporting requirements Route/schedule adjustments GIS analysis Google Transit Feed Specification (GTFS) updates
Transit Technician	Transit Manager	Bus stop database management Point checks Customer comments Riders notices Website and social media updates

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY PROJECT NO. 14-75, "SHORT RANGE TRANSIT PLAN," IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15262 (FEASIBILITY AND PLANNING STUDIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, a project undertaken for the purpose of planning or determining feasibility does not require the preparation of an Environmental Impact Report (EIR) or Negative Declaration, in accordance with Section 15262 (Feasibility and Planning Studies) of the California Environmental Quality Act Guidelines; and

WHEREAS, the City engaged in the development of a Short Range Transit Plan, which meets the definition of a planning or feasibility study as defined in the California Environmental Quality Act Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 14-75, "Short Range Transit Plan," is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15262 (Feasibility and Planning Studies) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A SHORT RANGE TRANSIT PLAN FOR FISCAL YEARS 2016-21, TO SERVE AS A STRATEGIC PLANNING DOCUMENT FOR TRANSIT-RELATED CAPITAL PURCHASES, OPERATIONS AND SERVICE EVALUATIONS, AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION AND AS PART OF CITY PROJECT NO. 14-75, "SHORT RANGE TRANSIT PLAN"	}	**RESOLUTION NO. 2016-**

WHEREAS, local agencies are required to develop and revise as needed a Short Range Transit Plan to remain compliant with the Federal Transit Administration and the Transportation Development Act; and

WHEREAS, a Short Range Transit Plan serves as a strategic document that helps local agencies make informed decisions related to transit operations; and

WHEREAS, Nelson\Nygaard Consulting Associates, Inc., was selected by the City to develop and provide a Short Range Transit Plan under City Project No. 14-75 and completed the project in accordance with project specifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a Short Range Transit Plan for Fiscal Years 2016-21, to serve as a strategic planning document for transit-related capital purchases, operations and service evaluations, as required by the Federal Transit Administration and as part of City Project No. 14-75, "Short Range Transit Plan."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE RENAMING OF THE CITY OF TURLOCK'S TRANSIT AGENCY FROM "TURLOCK TRANSIT LINES" TO "TURLOCK TRANSIT" WITH A NEW LOGO, VISION AND DESIGN FOR BUSES, BROCHURES AND PUBLICATIONS, AS PART OF A COMPREHENSIVE MARKETING AND RE-BRANDING EFFORT	}	**RESOLUTION NO. 2016-**

WHEREAS, the image and reputation of a transit agency can either help or hurt their efforts in increasing ridership and improving services; and

WHEREAS, the existing transit agency for the City of Turlock, Turlock Transit Lines, with Bus Line Service of Turlock (BLaST) and Dial-A-Ride Turlock (DART) services, has a varied reputation among some riders due to past on-time performance and reliability issues; and

WHEREAS, based on the recommendation of the City's consultant, Nelson\Nygaard Consulting Associates, the City is proposing to re-brand under "Turlock Transit" to redefine the image of transit in Turlock, dispel past associations with extended looped routes and 45-minute headways, attract new riders with enhanced service and seek former riders who may have been frustrated with the quality or frequency of service in the past; and

WHEREAS, the estimated costs associated with re-branding has been accounted for within the Fiscal Year 2016-17 Transportation Development Act (TDA) transit claim submitted to the Stanislaus Council of Governments (StanCOG), which was approved by the Transit Cost Sharing Committee on April 18, 2016, and is pending review and approval of the StanCOG Policy Board at their regularly scheduled meeting in June 2016; and

WHEREAS, the estimated costs associated with re-branding have been identified in the City of Turlock Fiscal Year 2016-2017 budget (Funds 425 and 426) through the recent mid-year budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the renaming of the City of Turlock's transit agency from "Turlock Transit Lines" to "Turlock Transit" with a new logo, vision and design for buses, brochures and publications, as part of a comprehensive marketing and re-branding effort.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING ADOPTION OF A REVISED TRANSIT FARE STRUCTURE IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15273 (RATES, TOLLS, FARES AND CHARGES) OF THE CEQA GUIDELINES	**RESOLUTION NO. 2016-**

WHEREAS, according to Section 15273 (Rates, Tolls, Fares and Charges) of the California Environmental Quality Act Guidelines, "CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of: (1) Meeting operating expenses, including employee wage rates and fringe benefits"; and

WHEREAS, the City is modifying the current transit fare structure to align with fare structure recommendations as provided in the Short Range Transit Plan, to include the elimination of a transfer fee, the adjustment in age for children who qualify for free rides with a paid adult fare, the clarification of the City's Public Services Transit Pass Program, and no increases to the base fare.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine adoption of a revised transit fare structure is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15273 (Rates, Tolls, Fares and Charges) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-045, PASSENGER FARE RATES FOR THE TURLOCK TRANSIT SYSTEM, EFFECTIVE MARCH 1, 2011, AND ESTABLISHING A REVISED PASSENGER FARE STRUCTURE, EFFECTIVE JULY 1, 2016, AND CONTAINING A REVISION TO THE CITY'S PUBLIC SERVICES TRANSIT PASS PROGRAM	**RESOLUTION NO. 2016-**

WHEREAS, the City had previously adopted a resolution establishing a transit fare structure which identifies regular and special fares, as well as criteria for a low-income ticket distribution process; and

WHEREAS, based on data analysis and discussions throughout the Short Range Transit Plan process, the City desires to make changes to the fare structure that includes elimination of the $0.25 transfer fee, an expansion of the ages of children allowed to travel for free with a paid adult fare (from Ages 0-3 to 0-5), and revisions to the program formerly referred to as the low-income ticket program and now referred to as the Public Services Transit Pass Program; and

WHEREAS, there are no base fare increases proposed at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-045, Passenger Fare Rates For The Turlock Transit System, effective March 1, 2011, and establishes a revised passenger fare structure, effective July 1, 2016, and containing a revision to the City's Public Services Transit Pass Program; and

BE IT FURTHER RESOLVED that "discount" fare options shall be available to senior citizens (at least 65 years old), individuals with disabilities (with apparent disability or eligibility card issued by the City), or individuals on Medicare (Medicare card) on standard fixed-route service and such fares are only to be used by such qualifying users.

BE IT FURTHER RESOLVED that the rates for fixed-route and dial-a-ride service are as follows, effective July 1, 2016:

FIXED ROUTE FARE RATES:

0 to 5 years old (limit of two children per adult)..... FREE
Three or more children, per adult, shall each be charged the regular, adult rate
Transfers ..... FREE

Single Trip – Regular (Ages 6-64)..... $ 1.50
Single Trip – Discount (Ages 65+ / Disabled / Medicare)..... $ 0.75

All-Day Pass – Regular (Ages 6-64) ..... $ 3.50
All-Day Pass – Discount (Ages 65+ / Disabled / Medicare) ..... $ 1.75

31-Day Pass – Regular (Ages 6-64) ..... $ 50.00
31-Day Pass – Discount (Ages 65+ / Disabled / Medicare) ..... $ 25.00
31-Day Pass – Student (Grades K-12) ..... $ 40.00

Student Field Trip (Elem. & Jr. High only – must be pre-arranged) ..... $ 0.50

DIAL-A-RIDE (DAR) FARE RATES:

0 to 5 years old (limit of two children per adult)..... FREE
Three or more children, per adult, shall each be charged the regular, adult rate

Inside City limits (all users) ..... $ 2.50
Outside City limits (origin or destination)..... $ 3.50

Elementary student (only for traveling to/from school)..... $ 3.00

PUBLIC SERVICES TRANSIT PASS PROGRAM

Turlock Transit, through the City of Turlock's Housing Program Services, will provide a fixed number of transit passes on a regular, reoccurring basis to qualifying organizations that serve low-income or economically disadvantaged persons within the Turlock area. Agencies or organizations interested in participating in this program may contact the City's Housing Program Services to express their interest. Participation in the program is not guaranteed and is subject to pass availability. The City reserves the right to modify or suspend this program at any time.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE MODIFICATION, RELOCATION AND SIGNING OF BUS STOPS ASSOCIATED WITH IMPLEMENTING THE RECOMMENDED CHANGES TO TRANSIT ROUTES AND SCHEDULES, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) AND/OR SECTION 15311 (ACCESSORY STRUCTURES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, according to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines, minor alterations of existing public structures or facilities are exempt from the provisions of CEQA, while Section 15311 (Existing Facilities) of the CEQA Guidelines stipulates that the placement of minor accessory structures placed adjacent to other institutional facilities are also exempt; and

WHEREAS, the City will be adding, replacing and removing bus stop signs on existing poles, posts and bus shelters as applicable to match the new route map, with the addition of a single post as needed when other infrastructure is not available, and this activity does not significantly modify or expand the existing use of bus stop signage.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the modification, relocation and signing of bus stops associated with implementing the recommended changes to transit routes and schedules, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) and/or Section 15311 (Accessory Structures) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

7B

City Council Synopsis
June 14, 2016

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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

The Mayor will open the public hearing to receive comment from the public on this item. Once the testimony has been given and the public hearing has been closed, the City Council will consider the options listed below:

OPTION 1:
Resolution: Vacating that section of Cooper Avenue right-of-way between Rose Street and Oak Street and authorizing the City Manager or his/her designee to execute all documents necessary to vacate that section of roadway following completion of all improvements, as specified in the conditions of approval as modified by the City Council

OPTION 2:
Motion: Denying the petition submitted by the Sacred Heart Church to vacate that section of Cooper Avenue right-of-way between Rose Street and Oak Street

2. DISCUSSION OF ISSUE:

BACKGROUND

In 1983, the Sacred Heart Church first requested the vacation of Cooper Avenue from Oak Street to Rose Street. After receiving all staff information and community input, the City Council denied the request due to significant opposition from the neighbors in the area.

In December 2001, the City of Turlock approved Minor Discretionary Permit 2001-32 that permitted the installation of a seven foot high cyclone fence and gates to enclose Cooper Avenue between Oak and Rose streets. This portion of Cooper

OK for Agenda

Avenue is currently closed to through vehicular traffic during school hours (between 7:00 a.m. and 6:00 p.m.) 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 traffic during the balance of the day and on weekends.

DISCUSSION

In July 2015, a community meeting was held by the Sacred Heart Church to solicit input from the neighborhood regarding the proposed vacation. The meeting was attended by the Development Services Director and the Fire Chief. The primary concerns expressed by the community members who attended were increased traffic on adjacent roads, increased response times for emergency vehicles, removal of a portion of a public street, and reduced access and freedom of movement within the neighborhood.

In August 2015, the City of Turlock received an application from the Sacred Heart Church of Turlock to vacate the portion of Cooper Avenue between Oak and Rose streets (see Figure 1 below). The vacation was 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. The vacation 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 order was given to the City Engineer at the March 1, 2016 Council meeting and the site was posted providing notice of public hearing for April 12, 2016. At the public hearing, Council directed the City Manager to convene at least one meeting with a representative of the Sacred Heart Church, a member representing the surrounding neighborhood, and appropriate City staff members, to identify any standards or criteria that should be taken into consideration by the City Council at a future public hearing. In addition, Council directed staff to review the Sacred Heart campus and develop conditions of approval prior to vacation. Lastly, Council directed the Fire and Police Departments to review and report on the impacts the closure would have on response times.

On May 26, 2016, the City Manager convened a meeting with the applicant and neighborhood representatives. Unfortunately, a consensus was not reached by the applicant and neighborhood representatives. The neighborhood representatives stated they could not support vacation and the current vacation request is premature and a campus master plan should be developed and approved prior to Council consideration.

At Council's request, staff prepared conditions of approval (Attachment 2 to the Resolution) for consideration. In summary, the conditions are:

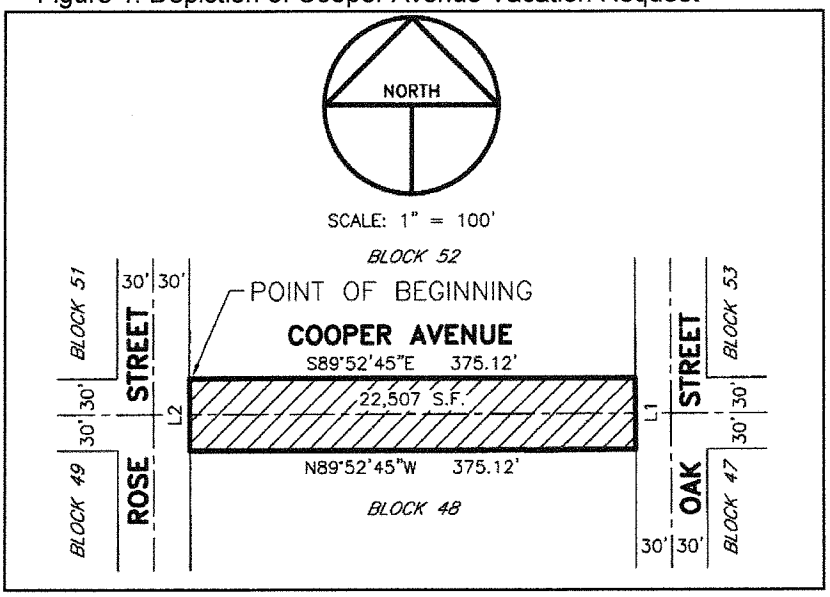
1. Improve pedestrian path of travel by improving driveways and corner returns to meet Americans with Disability Act (ADA) standards;
2. Add sidewalk to its frontage where the sidewalk is missing;
3. Add alley asphalt pavement to provide a City standard alley from the exit point of the pre-school parking lot to Rose Street;
4. Improve surrounding intersections with 4 way stop control and updated high visibility crosswalks;
5. Relocate City streetlight from vacated section of Cooper Avenue to City right-of-way;
6. Relocate stop sign and fire hydrant that is located within the ADA path of travel;
7. Make all necessary vehicle and pedestrian access improvements as required by the building and fire codes.

With new development, conditions of approval are prepared to ensure accessibility on and in front of the proposed development and that citywide impacts associated with the development are managed so the need for future improvements do not burden the City and its citizens. Conditions of approval specify improvements, fees to be paid and permits to procure and are generally tied to an entitlement request or certain building, grading and encroachment permit requests. The vacation request is not a traditional trigger for conditions of approval as the applicant is not requesting any new development at this time. However, 8324(b) of the Streets and Highways Code states "the resolution of vacation may provide that the vacation occurs only after conditions required by the legislative body has been satisfied and may instruct the clerk that the resolution of vacation not be recorded until the conditions have been completed." Staff feels that the conditions of approval as provided in Attachment 2 of the Resolution are appropriate prior to the recordation of vacation documents. In particular, those at the closure points regarding signage, reflectivity, vehicle and pedestrian access/exiting and possible lighting enhancements should reflective signs not be enough. As stated above, the vacation request is not a traditional trigger for the improvements. The Council could choose to delay or not require the improvements.

Lastly, Council instructed the Fire and Police Departments to review and report on the impacts the closure would have on response times (Exhibit D). The Police Department ran eight simulations, two each from Crane Park, East Avenue at Berkeley Road, East Avenue at Minaret Road, and Palm Street at East Olive, and determined that "the closure or abandonment of Cooper Avenue from Rose Street to Oak Street will not adversely affect emergency response and service to the community." The Fire Department ran three separate simulations through the area and found all three were "within 3 seconds of each other." Further, they stated "there is absolutely no impact to fire services if the street is closed permanently."

Due to the fact the original public hearing was continued to a date to be determined, staff re-posted the site and re-advertised June 14, 2016 as the new public hearing date to ensure the public received notification of tonight's meeting.

Figure 1: Depiction of Cooper Avenue Vacation Request



ISSUE

State Law requires the City Council of the City of Turlock authorize the vacation 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 vacation 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. At the regular meeting held on January 7, 2016, the Commission failed to pass a motion finding the proposed vacation in conformance with the General Plan on a tie vote (3-3, see Planning Commission report below).

COMMUNITY INPUT

For the January 7, 2016, Planning Commission meeting, the City of Turlock Engineering Division notified all property owners on the current County Assessor's roll within 500 feet of the proposed vacation as well as any additional members of the public that commented on the vacation directly or attended the community meeting held by the Sacred Heart Church. Exhibit "A," attached, is the Planning Commission staff report with comment letters from concerned neighbors received prior to the Planning Commission meeting.

In summary, 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 Drive to Cahill Avenue 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 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 Street and Cahill Avenue 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 a.m. and 6:00 p.m., as it is not common knowledge 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. Lastly, please find public comments received following the March 1, 2016 City Council meeting (Exhibit C).

PLANNING COMMISSION REPORT

The Planning Commission considered the conformance 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 whether the vacation of Cooper Avenue between Rose and Oak Streets was in conformance with the General Plan. The report from the Planning Commission consists of the comments made by the Planning Commissioners during the meeting. Those members who found the request to be in conformance with the General Plan felt vacating this section of Cooper Avenue and allowing the Church to fully fence this area would improve the safety for both children attending the two school campuses and the neighborhood,

and furthermore would enhance the attractiveness of the neighborhood by allowing the church to make improvements to the campus. Those who did not find the request in conformance with the General Plan were concerned that the neighbors' issues regarding parking and traffic could not be adequately addressed because no specific project was being proposed that would allow conditions of approval to be imposed. This concern was also echoed by those Commissioners who voted to find the request in conformance with the General Plan.

CONCLUSION

While staff understands and supports the objective of the Sacred Heart Church to make the campuses safer for children, staff also believes certain public improvements need to be constructed before the roadway is vacated to address the concerns of the surrounding neighbors and to ensure the safety and access of the general public who travel through the area. Simply vacating this portion of Cooper Avenue, without requiring the construction of safety improvements for fire access, traffic control and pedestrian accessibility, could create unsafe conditions for those people living in, and traveling through, the area. The attached Resolution contains a condition requiring that a Public Utility Easement be retained over the entire area currently occupied by the roadway due to the existence of public utilities that run under the existing roadway. In addition, staff has included additional conditions necessary to address the public concerns that have been raised in connection with the vacation of this portion of Cooper Avenue. If the City Council approves the vacation, staff recommends the conditions of approval be completed prior to the preparation and recordation of all documents necessary for the Cooper Avenue vacation form Oak Street to Rose Street. After successful completion of conditions as specified above, staff's opinion is Cooper Avenue from Oak Street to Rose Street is unnecessary for present or prospective public use and ownership and maintenance of that section of Cooper Avenue can be vacated.

3. BASIS FOR RECOMMENDATION:

A. Per the Streets and Highway Code, the City Council must approve all vacation 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) (Preliminary Review) of the CEQA Guidelines. The City Council must make a specific finding regarding this matter.

7. ALTERNATIVES:

Presented in the recommended action section above.

EXHIBIT A

I.1

AGENDA REPORT 1/7/16
GENERAL PLAN CONFOMITY DETERMINATION FOR REQUEST TO ABANDON COOPER AVENUE BETWEEN OAK AND ROSE STREETS

TO: Planning Commission

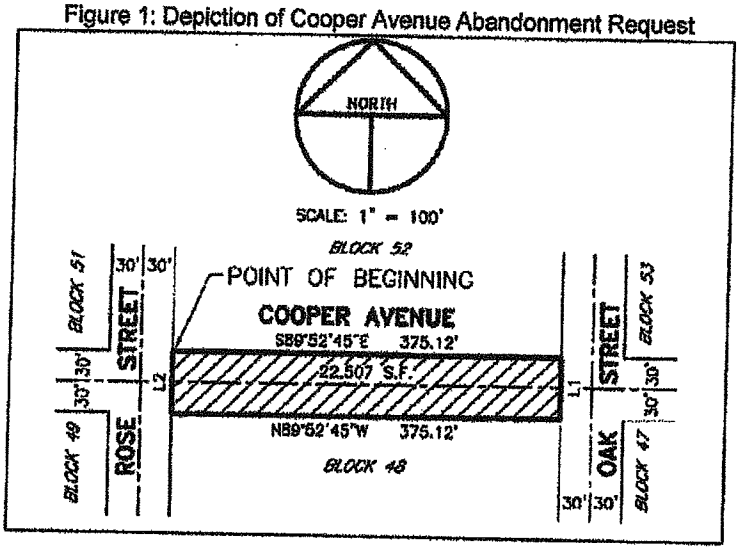
FROM: Debbie Whitmore, Deputy Director

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 Solseth 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 equilavant 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.

4. Public safety – Traffic from the south side of town in 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 Cahll.

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, Cahil 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,

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

Abandoment 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 equilavant 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 in 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.

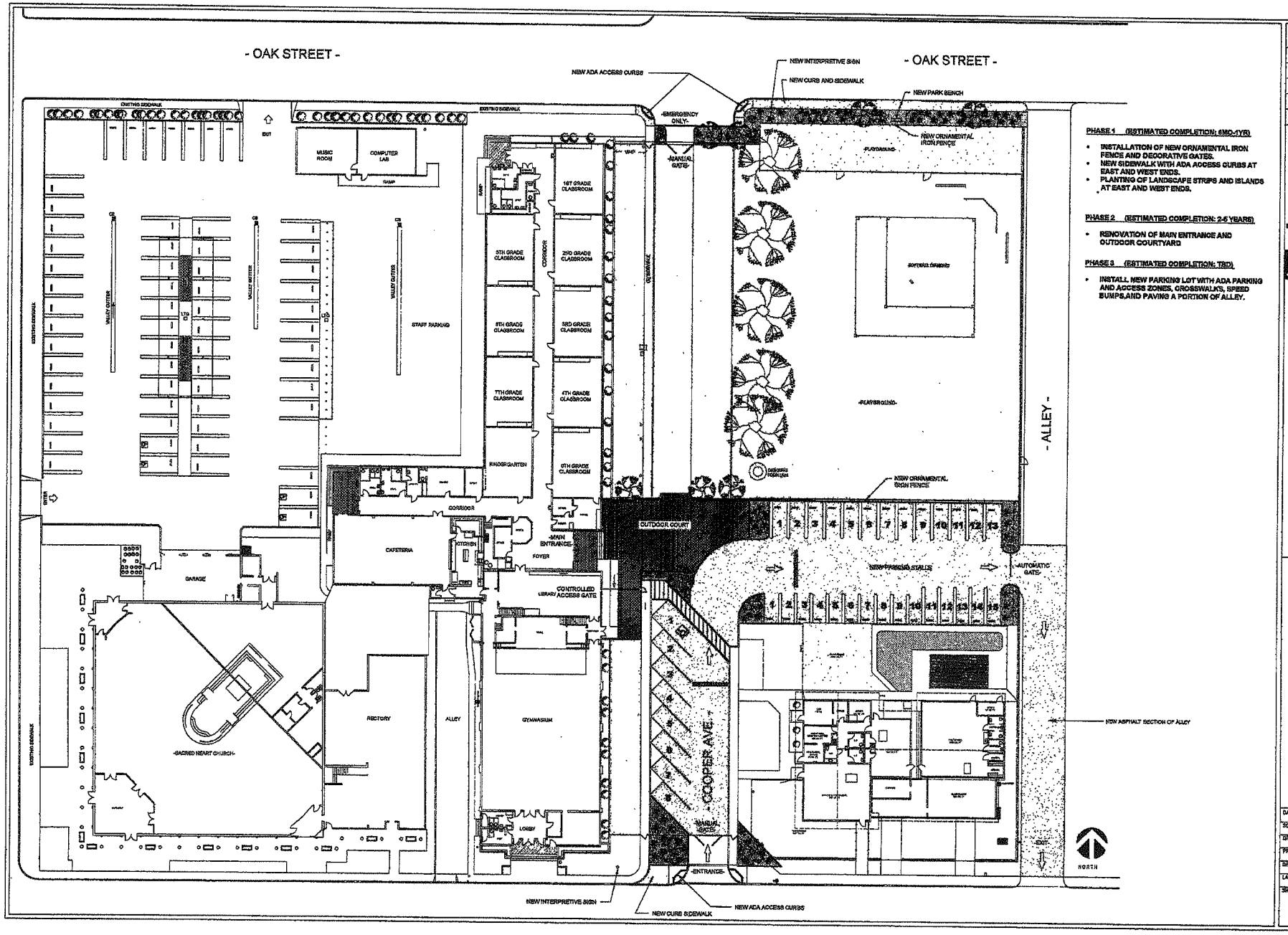
Coming up with a plan that satisfies all of these ideas will take some time, money, and cooperation but any concept implementing the abandonment of Cooper Ave will only enhance the improvements described above. Attached you will find the preliminary concept that incorporated these ideas and was shared 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>



PHASE 1 (ESTIMATED COMPLETION: 6MO-1YR)

- INSTALLATION OF NEW ORNAMENTAL IRON FENCE AND DECORATIVE GATES.
- NEW SIDEWALK WITH ADA ACCESS CURBS AT EAST AND WEST ENDS.
- PLANTING OF LANDSCAPE STRIPS AND ISLANDS AT EAST AND WEST ENDS.

PHASE 2 (ESTIMATED COMPLETION: 2-5 YEARS)

- RENOVATION OF MAIN ENTRANCE AND OUTDOOR COURTYARD

PHASE 3 (ESTIMATED COMPLETION: TBD)

- INSTALL NEW PARKING LOT WITH ADA PARKING AND ACCESS ZONES, CROSSWALKS, SPEED BUMPS, AND PAVING A PORTION OF ALLEY.

REVISIONS

P.O. BOX 2459
Turlock, CA 95381-2459
Tel. (209) 632-3779
Fax (209) 632-3779
MEZ DESIGN GROUP

MASTER SITE PLAN

PARKING & ENTRANCE PLAN

SACRED HEART SCHOOL

1225 COOPER AVE.
TURLOCK, CA 95380

DATE 5-12-15
SCALE NTS
DRAWN BY BDG INC.
PROJECT
DRAWING SHS SITE PLAN
LAYOUT
SHEET 1 OF 1 SHEETS

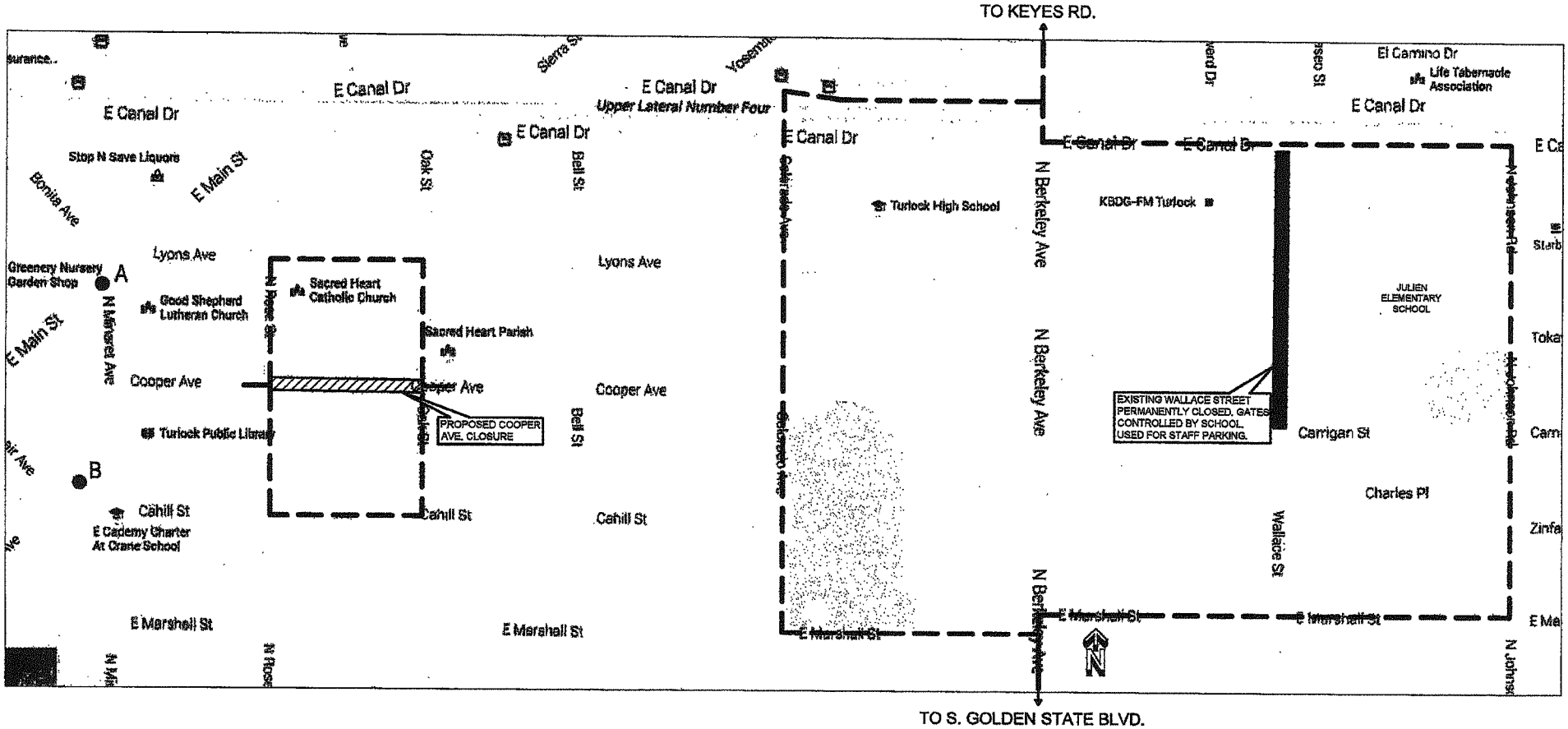

TO KEYES RD.
TO S. GOLDEN STATE BLVD.
E Canal Dr
Upper Lateral Number Four
Stop N Save Liquors
E Main St
Bonita Ave
Oak St
Bell St
Lyons Ave
Greenery Nursery Garden Shop
A
Good Shepherd Lutheran Church
Sacred Heart Catholic Church
Sacred Heart Parish
N Berkeley Ave
Turlock High School
KBDG-FM Turlock
JULIEN ELEMENTARY SCHOOL
Cooper Ave
PROPOSED COOPER AVE. CLOSURE
EXISTING WALLACE STREET PERMANENTLY CLOSED. GATES CONTROLLED BY SCHOOL. USED FOR STAFF PARKING.
Carrigan St
Charles Pl
Wallace St
Turlock Public Library
B
Cahill St
E Cademy Charter At Crane School
E Marshall St
El Camino Dr
Life Tabernacle Association
N

EXHIBIT C

From: "Amy Boylan Mendes" <amyboylanmendes@gmail.com>
To: "Phaedra Norton" <PNorton@turlock.ca.us>
Subject: Fwd: Scanned image from MX-4101N

Not sure if it will open up. I was provided false information regarding the contents being directed to a particular city council member. All council members are mentioned.
With that said, I still urge the city council to see this document. This matter of the schools desire to want the street has been "sold" to the council and public on the platform of "student safety" but in this document it is much more about the parish and their need/want for more property for the churches activities etc.
Thank you again for your time in this matter.

Sincerely,

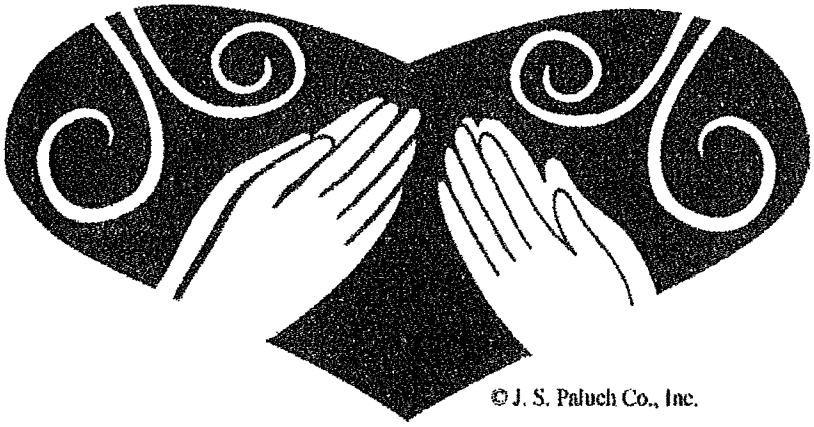
Amy Boylan-Mendes, ACSW
1404 Cooper St., Turlock.
209-262-8144

Sent from my iPhone

Sacred Heart Catholic Church

1200 Lyons Ave. Turlock, CA 95380

Welcome to Sacred Heart Church we're glad you're here!



February 7th, 2016

Pastor
Fr. Jose Salvador Ledesma

Associate Pastor
Fr. Luis Cordeiro
Fr. Marcelino Malana

Mission Statement of Sacred Heart Church
—Sacred Heart Church inspired by our love of Jesus with unity in diversity to motivate, teach and support our journey as the mystical Body of Christ

La Misión de la Iglesia del Sagrado Corazón
—La Iglesia del Sagrado Corazón es inspirada por el amor a Jesús a través de la unidad en la diversidad para motivar, enseñar y apoyar en nuestro caminar como Cuerpo Místico de Cristo.

Missão da Igreja do Sagrado Coração
—A Igreja do Sagrado Coração inspirado por nosso amor de Jesus com a unidade na diversidade para motivar, ensinar e apoiar a nossa caminhada como o Corpo Místico de Cristo.

MASS TIMES / HORARIOS DE MISAS/*HORARIO DE MISAS*
Saturday/ Sábado / *Sabádo*
5:00 PMEnglish
7:00 PMEspañol
Sunday/ Domingo / *Domingo*
7:00 AMEnglish
7:30 AMEspañol en el Gimnasio
8:30 AMPortuguês
10:00 AMEnglish
11:30 AMEspañol
1:30 PMEnglish
1:30 PM Español en la Iglesia de Ntra. Sra. De la Asunción
5:00 PMEspañol –Misa Juvenil
6:30 PM English-Youth Mass
Monday– Thursday/ Lunes a Jueves/ *De Segunda a Quinta*
8:00 AMEnglish
6:00 PMEspañol
Friday/Viernes/ Sexta Feira
8:00 AMEnglish Mass
9:00 AMEnglish-School Mass
3:00 PMPortuguês
6:00 PMEspañol
Saturday/Sábado/ Sabádo
8:00 AMEnglish
9:00 AMPortuguês

Office
1301 Cooper Ave.
Turlock, CA 95380
209-634-8578 English
209-668-8827 Spanish
209-634-7124 Fax

Office Hours/Horario de Oficina
Monday 9:00AM - 3:30PM
Tuesday-Friday 9:00AM - 5:00PM
www.shparish.net
E-mail: sacredheartturlock@gmail.com

Sacred Heart School
Escuela Del Sagrado Corazón
1225 Cooper Ave.
Principal: Ms. Linda Murphy-Lopes
209-634-7787 Office
209-634-0670 Fax

Sacred Heart Pre-School
Preescolar Sagrado Corazón
Director: Mrs. Debra Cannella
209-667-5512

Religious Education/Educación Religiosa
*Coordinator: Mrs. Trixie Poeschl ~ **English***
209-634-5111
*Coordinator: Mrs. Carmen Alvarez ~ **Spanish***
209-634-8432

Youth Ministry
Coordinator: Miss. Emma Teymourazof
209-668-5817

Dear Sacred Heart Parishioners, Parents and Friends,

This letter is to seek your support on an issue that requires your faith and understanding in our vision to create one solid campus on our current grounds. Sacred Heart was built in 1910 and our intent to be good neighbors is solid and sincere. We also acknowledge the fact that we have events going on almost every weekend and during the school week because we have several thousand parishioners attending 11 masses during the weekend and 2 masses daily.

For the past few months, Sacred Heart staff and parents have been in discussions with the City of Turlock regarding the abandonment and permanent closure of Cooper Avenue between Rose and Oak Street. It is one block but it divides our campus in half. The proposed closure would serve to unite the school, preschool and religious education ministries that serve our parish.

Our most important objectives are to provide a safe and secure campus to our 300 students attending during the day as well as the 2,000 CCD students that attend from 4:00 – 9:00 p.m. during the school week. We envision installing new perimeter fencing with established and controlled access points. In addition, the street closure would allow us to provide additional school parking and traffic routes that would eliminate some of the current traffic congestion. Lastly, the retrofitting of the school's main entrance and creation of an aesthetically landscaped school would be possible.

On January 5th, the City of Turlock Planning Commission heard our request for the abandonment of Cooper Avenue and voted 3-3 on the proposal of whether or not the abandonment elements were in accordance to the City protocols.

*We are finally at the point that **we need the support of the entire Sacred Heart community, including parishioners, ministries, staff, students, parents and alumni**. We have been notified that the City Council will hear our proposal in early March. For now we urge you to **write a letter in the next 3-4 weeks in favor of the Cooper Avenue abandonment** by the City of Turlock. The letters should be addressed to: **Mayor Gary Soiseth, Councilman Amy Bublak, Bill De Hart Jr., Matthew Jacob and Steven Nascimento.***

While the entire process may take months to get approval and even longer to complete, we are working on a temporary solution to secure the existing chain link gates while still following the guidelines set forth by the City of Turlock and the State of California regulations for Preschools.

In an effort to keep everyone safe, maintain our neighborhood appeal and be vigilant to the needs of our parish, please write that letter and support the abandonment of Cooper Avenue between Rose and Oak Streets. We will keep you informed of our progress and thank you in advance for your support.

For more information please feel free to contact any of the following: Carrie or Jack Gosnell, Rusty Baez, Clarence Oliviera, Edwina Rocha, Linda Murphy-Lopes or Fr. Salvador Ledesma.

Queridos Parroquianos, padres de familia y amigos del Sagrado Corazón,

Por medio de esta carta estamos pidiendo su apoyo en un asunto que requiere poner nuestra fe y comprensión en acción para lograr nuestra visión de tener un campus sólido y seguro en nuestras instalaciones. La iglesia del Sagrado Corazón fue construida en 1910 y siempre deseamos ser vecinos buenos y sinceros. También somos conscientes de que tenemos eventos comunitarios casi cada fin de semana y durante la semana. Combinado, las actividades escolares durante la semana y las 11 misas del fin de semana, mas las dos misas diarias y otras actividades, son miles de personas las que atienden y participan.

En los últimos meses, personal y padres de familia del Sagrado Corazón han estado en dialogo con los representantes de la Ciudad de Turlock en relación a la necesidad del cierre permanentemente de la avenida Cooper que colinda con las calles Rose y Oak. Es solo una cuadra pero divide nuestra escuela en dos. La propuesta de cerrar esta parte de la avenida Cooper nos servirá para unir la escuela con la sección preescolar y los ministerios de catequesis de nuestra parroquia.

Nuestro objetivo más importante es la seguridad de nuestros niños y familias: 300 estudiantes de la escuela y los casi 2,000 que toman clases de catecismo durante la semana de 4:00 pm a 9:0 pm. Nuestra esperanza es establecer un perímetro cercado con puntos de acceso controlado. Más aún, el cierre de dicha calle nos permitiría proveer estacionamiento adicional para la escuela y un tráfico mas fluido que evite el congestionamiento. Finalmente podríamos también mejorar y embellecer la entrada principal de la escuela.

El 5 de enero, el Comité de Planificación de la Ciudad de Turlock recibió nuestra petición de cerrar esta parte de la avenida Cooper. Siguiendo el protocolo de la Ciudad, hicieron una votación sobre este asunto y el resultado fue 3 votos a favor y 3 en contra.

*Por tal motivo **pedimos urgentemente el apoyo de todos y cada uno de los miembros de la comunidad del Sagrado Corazón. Es decir: parroquianos, ministros y servidores, personal, padres de familia y estudiantes.** Hemos recibido el aviso de que el Concilio de la Ciudad se reunirá al inicio del mes de marzo para considerar una vez mas nuestra propuesta. Por esta razón **urgente que escribas una carta en las siguientes 3 o 4 semanas a favor de que sea concedido el cierre de la avenida Cooper** por parte de la Ciudad de Turlock. Dicha carta debe estar dirigida (en Ingles o en Español) a las siguientes personas en conjunto: **Mayor Gary Soiseth, Councilman Amy Bublak, Bill de Hart Jr., Matthew Jacob y Steven Nacimento.***

Mientras este proceso continúa, mismo que podría tomar meses para ser resuelto, nosotros continuaremos practicando la solución de cierre temporal durante el día según manda la regulación de cuidado preescolar de la Ciudad de Turlock y el Estado de California.

En un esfuerzo conjunto por mantener a todos, mejorar la apariencia de nuestro vecindario y ser responsables a las necesidades de nuestra comunidad parroquial, por favor, escriba una carta en apoyo al cierre y clausura de la avenida Cooper que colinda con las calles Rose y Oak. Les mantendremos informados de como avanza este asunto y, de antemano agradecemos su apoyo y colaboración.

Para mas información por favor sientase libre de contactar a cualquiera de las siguientes personas: Carrie o Jack Gosnell, Dusty Baez, Clarence Oliviera, Edwina Rocha, Linda Murphy-Lopes o al Pbro Salvador Ledesma.

Queridos paroquianos, pais e amigos do Sagrado Coração,

Esta carta é para buscar seu apoio sobre uma questão que exige sua fé e compreensão em nossa visão de criar um campus constante nas nossas instalações atuais. A Igreja do Sagrado Coração foi construída em 1910 e a nossa intenção de sermos bons vizinhos é sincera. Nós também estamos conscientes de que temos eventos da comunidade quase todos os fins de semana e durante a semana. Juntamente com atividades escolares durante a semana e fim de semana, temos 11 missas, mas as 2 missas diárias e outras atividades, são milhares de pessoas que participam diariamente.

Nos últimos meses, funcionários e pais das famílias do Sagrado Coração estiveram em diálogo com os representantes da cidade de Turlock em relação a necessidade de fechar permanentemente a avenida Cooper entre as ruas Rose e Oak. É apenas uma quadra, mas divide a nossa escola. A proposta para fechar esta parte da avenida Cooper servirá para unir a seção pré-escolar e o nosso ministério de educação religiosa da nossa paróquia.

Nosso objetivo mais importante é a segurança dos nossos filhos e famílias, temos 300 alunos da escola primaria e quase 2,000 alunos de educação religiosa durante a semana das 4:00 às 9:00 da noite. A nossa esperança é estabelecer e garantir a segurança da área ao redor da escola com pontos de acesso controlados. Além disso, o fechamento da rua nos permitiria fornecer estacionamento adicional para a escola e de tráfego que iria eliminar alguns dos congestionamentos que temos. Por último, a transformação de entrada principal da escola.

A 5 de Janeiro, o Comitê de Planejamento da Cidade de Turlock ouviu o nosso pedido para fechar esta parte da avenida Cooper. Seguindo o protocolo da Cidade, teve uma votação sobre esta questão eo resultado foi três votos a favor e 3 contra.

Estamos finalmente no ponto em que precisamos do apoio de toda a comunidade do Sagrado Coração, incluindo paroquianos, ministérios, funcionários, alunos, pais. Fomos notificados de que a Câmara Municipal vai ouvir a nossa proposta no início de Março. Por agora nós pedimos que todos escrevam uma carta nas próximas 3 ou 4 semanas a favor do abandono da avenida Cooper pela cidade de Turlock. As cartas devem ser dirigidas para o: Mayor Gary Soiseth,e o conselho Amy Bublak, Bill De Hart Jr., Matthew Jacob e Steven Nascimento.

Embora todo o processo pode levar meses para ser resolvido e para adquirir a aprovação e ainda mais tempo para completar, estamos trabalhando em uma solução temporária para proteger nossos portões existentes enquanto ainda seguindo as diretrizes e regulamentos estabelecidas pela cidade de Turlock e do Estado da Califórnia para pré-escolas.

Em um esforço para manter a segurança de todos, melhorar a aparência de nossa vizinhança e ser responsável para as necessidades da nossa comunidade paroquial, por favor, escreva uma carta em apoio do abandono da avenida Cooper entre Rose e Oak. Vamos mantê-lo informado sobre nosso progresso e agradeço antecipadamente por seu apoio.

Para mais informações, por favor não hesite em contactar qualquer uma das seguintes pessoas: Carrie ou Jack Gosnell, Rusty Baez, Clarence Oliviera, Edwina Rocha, Linda Murphy-Lopes ou o Padre Salvador Ledesma.

From: Gary Hampton
Sent: Wednesday, April 27, 2016 1:24 PM
To: Debbie Whitmore
Subject: FW: Cooper street

FYI – for your file.

From: abublak@yahoo.com [mailto:abublak@yahoo.com]
Sent: Wednesday, April 27, 2016 9:27 AM
To: Gary Hampton
Subject: Fwd: Cooper street

I was not sure if you received this. Info only

Sent from my iPhone

Begin forwarded message:

From: "Randell Francis" <randellfrancis@sbcglobal.net>
Date: April 26, 2016 at 4:59:41 PM PDT
To: <abublak@yahoo.com>
Subject: Cooper street

I suspect you have all gone by the Catholic school during hours of operation. I was at the library the other day and noticed that their campus around Cooper Street is surrounded by a six foot cyclone fence including the portion of Cooper Street. Safety because the homeless are going onto campus means they would have to climb that fence. I think from what the priest said is they are out of room and have two ways to get more con the City out of Cooper Street or buy adjacent property. Church to my knowledge does not pay property taxes the property owners on Cooper Street do. Safety is how they are trying to make and end run so they can obtain that portion of cooper I am against it.

Randell (Randy) Francis

1895 Merritt Str

Turlock CA 95380

209.667.5767 Home

209.484.8842 cell

May 5, 2016

To: Turlock City Council

Subject: Cooper Avenue Closure

The first matter of business is to thank you for your time and consideration of this matter. Your decision is only about children and the safety of these children, not only the ones who are there each day for school but the hundreds who come weekly for all the programs offered to our youth.

It is not about the needs of the poor and homeless that Sacred Heart Church attends to along with all our great churches in Turlock involved with this ministry. It is about the safety of your neighbor's children as opposed to the following quote.

"The safety of the children is not first and foremost. It is who is right and who is wrong." Turlock Journal, April 12, 2016.

I would like to address the issues some of the neighbors have concerning the closure.

Parking: It was said we had 6,000 members we have about 4600 families, but half of that number or more are children who don't park cars.

It was said we only have 80 spaces. In reality, we have 125 off street spaces. There are over 320 spaces if you count all spaces around the church using no spaces on Cooper between Oak and Bell. We do, at times, use about 30 to 40 spaces next to the Senior Hall's parking lot.

Blocking People From Their Homes: On Cooper between Oak and Colorado only two homes had no street driveways and all had alley access. At our biggest events not many cars park past Bell. Most parking is west in the city lot and on Rose Street.

Traffic: I have gone back time after time in the evening to count the cars that come down Cooper from Rose to Colorado and it is a very few cars. The only cars that would make that trip are people who live on those two blocks. If you live on Cooper you're not going down Cahill past Oak, so those very few cars will use Cahill between Rose and Oak, then turn up Oak, then to Cooper. The same will be said for Lyons. The four or five large events we have are usually the same time each year.

Safety: Sidewalks and the kids that use them would remain the same. Most of the high school students walking west use Canal or Lyons. Only about seven to ten walk past my house on Cahill.

The Streets Are Dangerous on Sunday A.M. to Walk or Ride a Bike: The only blind spot I can find is the south corner of Oak and Cahill where a homeowner has planted bushes. We use that street each morning and you can not see east up Cahill without pulling past the corner. The dim lighting on Cahill

has been like that as long as I have owned a home there (since 1974). It is a tree problem and I would think most in the area would not want the trees gone or cut back.

Noise: City code has a time and a level that we must meet. If an event is over that limit it needs to be addressed.

Should we not have high school and youth football, no graduation celebrations, no parade, no track meets. All of these upset someone at some time, but it is only for three or four hours. Maybe the homeowner should come out and tell the person parking in front of their home "Go Turlock" or "Have fun today!"

All lives matter and if we can keep just one child safe for the difference of six seconds that it takes to drive around the block we need to do that. It is not a matter of "right or wrong."

We lived on Cahill for ten years and owned two homes. We are in the area six days a week and we know there are a lot of neighborhoods that would like to trade us problems.

Thank you,

Gary Ricardo

EXHIBIT D

TURLOCK POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

DATE: 04/14/16

TO: GARY R. HAMPRON, CITY MANAGER

FROM: CAPTAIN NINO AMIRFAR

SUBJECT: Council Follow-Up request Cooper Rd PD Response Time Verification

At the direction of Chief Jackson I have conducted a verification of police response time in regards to the Cooper Rd Abandonment Council Follow-Up request to determine if the closure will increase response times.

Background:
During Council meeting on 4/12/16, Council directed staff to conduct a response survey for police regarding response time changes that may occur if Cooper Rd between Rose St and Oak St is closed/abandoned in order to address residents' concerns of extended response delays for Police.

Additional Information:
Any law enforcement response time is predicated on numerous conditions that create variances in arrival times. The time of day, traffic controls, traffic congestion, weather conditions, roadway conditions, vehicle conditions and officer training just to name a few. I have taken this in mind and chosen start locations that I felt best would provide a clear and accurate response time based only on two know facts to the officers who were tasked with driving during this survey.

The first was that the officer knew that Cooper Rd was closed between Rose St. and Oak St. and the officer planned his route in advance and;

The second was that the officer knew that Cooper Rd. was open, no closure between Rose and Oak St. This means the officer was to use this road and divert when and if an obstacle (road closed) presented itself. In addition I changed each officer's knowledge of roadway for each response so the same officer did not always think the roadway was open or obstructed.

On 4/14/16 I conducted response surveys utilizing two plain clothes officers in unmarked units. I designated two arrival designation to simulate locations East and West of the Cooper Rd. closure. Due to legal and liability constraints a code 3 response was not utilized. As a point of fact, officers are trained to respond immediately and quickly, driving the most direct route and have a planned alternate route in case of obstructions in all request for services.

First Timed Response West of Cooper Rd. Closure

Officer #	Start Location	Arrival Location	Condition of Rd	Time	Difference
1	Crane Park	Public Library	Open	1min 29 sec	8 seconds
2	Crane Park	Public Library	Closed	1min 21 sec	

2	East & Berkeley	Public Library	Open	2min 7 sec	9 seconds
1	East & Berkeley	Public Library	Closed	1min 58sec	

Second Timed Response East of Cooper Rd. Closure

Officer #	Start Location	Arrival Location	Condition of Rd	Time	Difference
1	East & Minaret	Public Library	Open	1min 53 sec	18 seconds
2	East & Minaret	Public Library	Closed	1min 35 sec	

2	N Palm & E Olive	Oak & Cooper	Open	3min 32 sec	15 seconds
1	N Palm & E Olive	Oak & Cooper	Closed	3min 17 sec	

Findings:

The response times above are indicative of the fact that when officer(s) **are aware** of road closure or obstacles prior to responses the response time will be **lower**, if only by a few seconds.

However the extensive training provided to officer(s0 regarding having the knowledge base of the city street/alley locations allows them to make timely decisions regarding changing routes in order to quickly and safely arrive on scene in a timely manner.

The Closure or abandonment of Cooper Rd. from Rose St. to Oak St. will not adversely affect emergency response and service to the community.

Mike Pitcock

From: Robert Talloni
Sent: Saturday, April 16, 2016 11:36 AM
To: Gary Hampton
Cc: Mike Pitcock
Subject: FW: Response time on Cooper St.

City Manager,

Battalion Chief Gary Carlson was given the task of collecting data related to fire's response times to and around Cooper Street. His email below clearly states, "There is absolutely no impact to fire services if the street is closed permanently." I have cc'd Mike Pitcock for his files.

Robert A. Talloni
Fire Chief
244 N. Broadway
Turlock, CA 95380
209-669-2117
rtalloni@turlock.ca.us

"Protecting Your Quality of Life with Pride and Compassion"

From: Gary Carlson
Sent: Friday, April 15, 2016 6:39 PM
To: Robert Talloni
Subject: Response time on Cooper St.

Chief, we drove three separate routes through and near the proposed street closure site. All three routes were within 3 seconds of each other. I will interoffice you the map.

In my opinion, there is absolutely no impact to fire services if the street is closed permanently. If you have any other questions please let me know.

Thanks,
Gary.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF VACATING THAT SECTION OF COOPER AVENUE RIGHT-OF-WAY BETWEEN ROSE STREET AND OAK STREET AND AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO VACATE THAT SECTION OF ROADWAY FOLLOWING COMPLETION OF ALL IMPROVEMENTS, AS SPECIFIED IN THE CONDITIONS OF APPROVAL AS MODIFIED BY THE CITY COUNCIL	**RESOLUTION NO. 2016-**

WHEREAS, pursuant to Section 8312 of the California Streets and Highways Code, a City legislative body may vacate all or part of a public street, highway, or service easement within the City; and

WHEREAS, this vacation proceeding is being conducted under Part 3, Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, General Vacation Procedure, Streets and Highways Code §§8320 *et seq.*; and

WHEREAS, the City Council of the City of Turlock has received a petition from Sacred Heart Church to vacate a section of Cooper Avenue; and

WHEREAS, based upon the petition received from Sacred Heart Church, the City Council adopted a resolution to initiate a proceeding to vacate a section of Cooper Avenue, located between Rose Street and Oak Street (Attachment 1); and

WHEREAS, the City Council set the date, hour, and place for the proposed vacation public hearing for 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, City Hall, 156 S. Broadway, Turlock, California; and

WHEREAS, at the public hearing, the City Council continued the public hearing to a date not specified and gave staff the following directions:

1. The City Manager to convene at least one meeting with a representative of the Sacred Heart Church, a member representing the surrounding neighborhood, and appropriate City staff members, to identify any standards or criteria that should be taken into consideration by the City Council at a future public hearing; and
2. Develop conditions of approval; and
3. Police and Fire Services shall review and provide a report as to how the road closure would impact response times through the area; and

WHEREAS, City staff developed conditions of approval (Attachment 2) to be completed prior to recording vacation documentation; and

WHEREAS, the continuation of the public hearing for the proposed vacation was scheduled for June 14, 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, City Hall, 156 S. Broadway, Turlock, California; and

WHEREAS, the notice of the public hearing on the proposed vacation was published for at least two successive weeks prior to the hearing in a semiweekly newspaper published and circulated in the City of Turlock and was not less than 15 days from the passage of the resolution to initiate the vacation process; and

WHEREAS, the City engineer had notices of the proposed vacation posted along the line of the public street proposed to be vacated at least two weeks before the date set for a public hearing. Said notices were spaced no more than 300 feet apart and were posted in no less than 3 locations within the proposed vacation. Each posted notice stated the passage of the Intent to Vacate resolution and the date, time and place of the public hearing; and

WHEREAS, the proposed vacation is within an area of which a general plan has been adopted by the City of Turlock, and the Council has considered the General Plan prior to vacation of the street; and

WHEREAS, the City Engineer will retain a Public Utility Easement (PUE) over the vacated area in its entirety; and

WHEREAS, pursuant to Section 8324(b) of the Streets and Highways Code, Council directs the City Clerk to record the resolution of vacation following completion of the conditions (Attachment 2) to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock conducted a hearing at City Hall, 156 S. Broadway, Turlock, California, on June 14, 2016, regarding vacating that section of Cooper Avenue right-of-way between Rose Street and Oak Street and authorizes the City Manager or his/her designee to execute all documents necessary to vacate that section of roadway following completion of all improvements, as specified in the conditions of approval. In addition, Resolution of vacation will be recorded by the City Clerk once conditions set forth in Attachment 2 have been satisfied.

BE IT FURTHER RESOLVED that the City Council heard the evidence offered by persons interested in this proceeding; and

BE IT FURTHER RESOLVED that the City Council finds, from all of the evidence submitted, the public street described in the notice of hearing or petition is unnecessary for present or prospective public use; therefore, the City Council vacates the public street identified herein with the condition that a Public Utility Easement be retained over the area in its entirety, pursuant to Part 3. Public Streets, Highways, and Service Easements Vacation Law, Streets and Highways Code §8300-8363.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 2016, by the following vote:

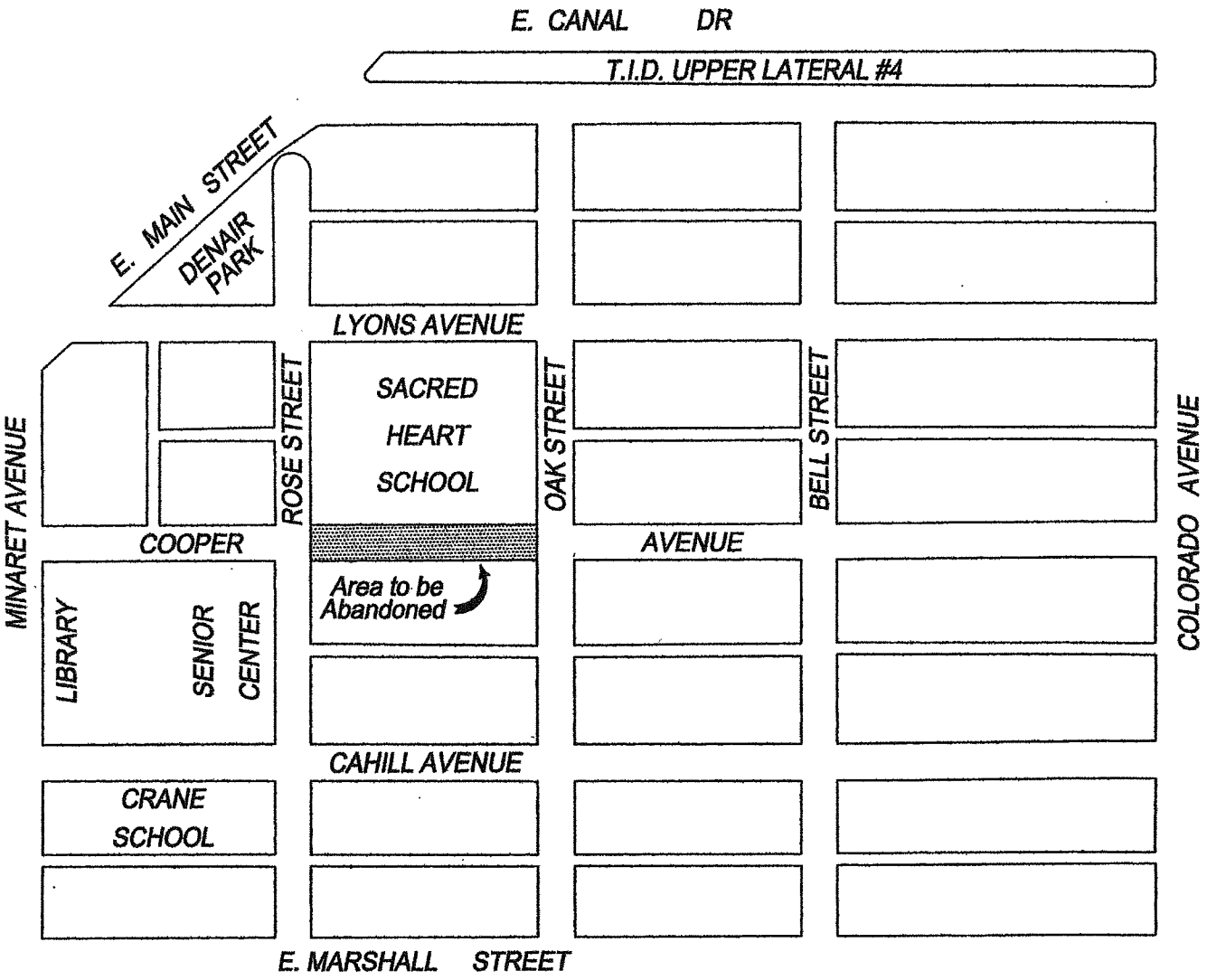
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

The City Clerk shall cause a certified copy of this Resolution to Vacate to be recorded in the office of the Stanislaus County Clerk-Recorder, attested by the City Clerk under seal. After such recording, the vacation is complete.

ATTEST:

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

ATTACHMENT 1



CONDITIONS OF APPROVAL

KEYNOTES:

SAFETY IMPROVEMENTS:

1. Remove or relocate storage containers to open up clear vision triangle.
2. Upgrade "End" and reflective diamond signs at closure points.
3. Install multi-way stop: stop signs, crosswalks and stop legends. Per City Standards.
4. Provide all pedestrian and vehicle access necessary per C.O.T. Fire Department.

ALLEY IMPROVEMENTS:

5. Remove existing driveway approach and install alley approach per ADA standards.
6. Rebuild catch basin to enable alley approach construction.
7. Remove existing driveway approach and install alley approach per ADA standard.
8. Construct approx. 150 feet of alley improvements, per City Standard. (Alley access will be required for the existing parking lot).

ACCESSIBILITY IMPROVEMENTS:

9. Construct approx. 130 feet of 5 foot wide sidewalk. (no existing sidewalk).
10. Remove unused driveway and install curb, gutter and sidewalk.
11. Install accessible ramp per ADA standards.
12. Install accessible ramp per ADA standards.
13. Install accessible ramp per ADA standards.
14. Remove and replace driveway approach per ADA standards. (existing driveway does not meet ADA)
15. Install accessible ramp per ADA standards.
16. Remove and replace driveway approach per ADA standards. (existing driveway does not meet ADA)
17. Install accessible ramp per ADA standards.
18. Install accessible ramp per ADA standards. (existing ramp does not meet ADA)
19. Fire hydrant in conflict with pedestrian access. (path of travel does not meet ADA)
20. Remove unused driveway and install curb, gutter and sidewalk.
21. Relocate stop sign from ADA path of travel.
22. Remove and replace driveway approach per ADA standards. (existing driveway does not meet ADA)
23. Remove and replace driveway approach per ADA standards. (existing driveway does not meet ADA)

7C

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

From: Michael I. Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2011-112 and adopting the 2015 Urban Water Management Plan update including the method for determining urban water use targets as required by the Water Conservation Act of 2009

2. DISCUSSION OF ISSUE:

California urban water suppliers that provide 3,000 acre-feet or more of water annually or serve more than 3,000 connections are required to prepare and adopt an Urban Water Management Plan (UWMP). An UWMP documents the adequacy of water supplies for existing and future water demands. It is also used to support long-term water resource planning and allows water suppliers to assess the reliability of their water supply. UWMPs must be updated every five years and include a 20-year planning horizon. The 2010 UWMP was adopted in June 2011.

In the 2010 UWMP, the City was required to develop water reduction targets and a conservation plan to comply with the Water Conservation Act of 2009 (SB X7-7). The legislation mandated cities to reduce per capita water use by 20% by the year 2020, better known as 20% by 2020, through the implementation of a water conservation plan. To ensure compliance, the City set an interim water use target (year 2015) and a final water use target (year 2020). There were four methods cities could utilize to set such targets. Turlock elected to choose Method 1 which calculates the targets by figuring 80% of the City's base daily per capita water use. Using Method 1, the 2020 target is 284 gallons per capita per day (GPCD) with the interim target (year 2015) at 320 GPCD. With 2015's actual GPCD being 215, the City is already below the 20% by 2020 target, but must stay below the target through 2020.

The Urban Water Management Planning Act (Act) requires those amending or preparing UWMPs to notify the cities and counties, within which the preparer supplies water, at least 60 days prior to the public hearing that the process of

OK for Agenda

amending the UWMP has begun. Letters were mailed to the City, Stanislaus County, and 14 other interested parties on February 4, 2016 informing them of the City of Turlock 2015 UWMP update. The Act also requires a draft of the UWMP be made available for public review at least two weeks prior to the public hearing.

The City of Turlock released the draft UWMP on May 18, 2016. Since its release the UWMP has been available for public review at the following locations:

- City of Turlock City Clerk's Office (156 S. Broadway, Suite 230)
- City of Turlock Municipal Services Department (156 S. Broadway, Suite 270)
- City of Turlock City Clerk's Office (156 S. Broadway, Suite 230)
- City of Turlock's Website (http://ci.turlock.ca.us/_pdf/files/2015UWMP-PublicDraft.pdf)
- Turlock Public Library (550 N. Minaret Ave.).

A public notice was published in the Turlock Journal on May 25, 2016 and June 1, 2016 informing the public of the hearing and where the draft UWMP was available for viewing.

The State of California's Department of Water Resources requires the 2015 UWMP to be submitted by July 1, 2016. The Department of Water Resources will review the submitted plans to verify water suppliers have completed the requirements identified in the Act. Failure to comply with the Act may result in the inability to obtain future grants and loans from the State.

3. BASIS FOR RECOMMENDATION:

A. The Act requires water suppliers to adopt an UWMP. The Water Conservation Act of 2009 requires cities to reduce their GPCD by 20% by 2020 through a water conservation plan and a method of determining interim and final GPCD targets.

B. Long-term water resource planning is critical to ensure sustainability to meet current and future needs of consumers.

C. Ensure compliance with the State which is necessary to obtain future grants and loans.

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 Item:

1. Expand drinking water supply and improve drinking water quality.
2. Implement projects that improve groundwater sustainability.
3. Maximize the beneficial reuse of recycled water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

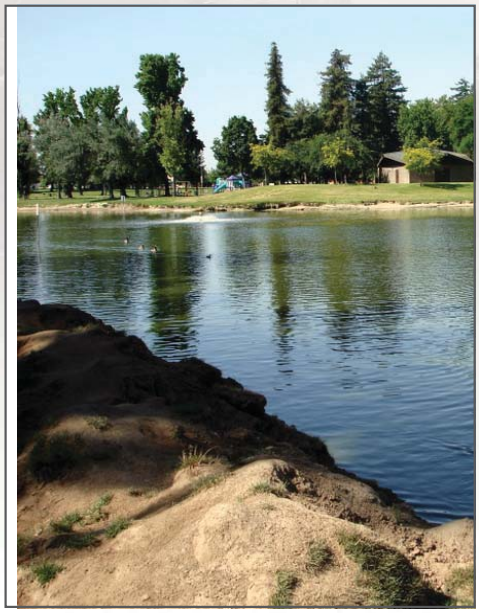
N/A

7. ALTERNATIVES:

A. Do not approve the 2015 UWMP. This alternative is not recommended. By not meeting the State's deadline of submitting a 2015 UWMP by July 1, 2016, it puts the City at risk of potentially not receiving future State grants and loans.

2015 Urban Water Management Plan
is available for review at the following locations:

City Clerk's Office
Municipal Services Department
Turlock Public Library
City of Turlock Website
(http://ci.turlock.ca.us/_pdf/files/2015UWMP-PublicDraft.pdf)



DRAFT
MAY 2016

CITY OF TURLOCK

2015 Urban Water Management Plan

WEST YOST ASSOCIATES

CITY OF TURLOCK INC. 1908

Draft
2015 Urban Water Management Plan

Prepared for

City of Turlock

May 2016

WEST YOST ASSOCIATES
Consulting Engineers

669-12-15-01

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Project Manager
Monique E. Day, PE

Date

QA/QC Review
Jim Connell, PE

Date

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List of Acronyms and Abbreviations

µg/L	Micrograms Per Liter
AB	Assembly Bill
Act	Urban Water Management Planning Act
AF	Acre-Feet
AFY	Acre-Feet Per Year
AMR	Automatic Meter Reading
Baseline GPCD	Baseline Gallons Per Capita Per Day
BMPs	Best Management Practices
CDoF or DOF	California Department of Finance
CEQA	California Environmental Quality Act
CII	Commercial, Institutional, and Industrial
City	City of Turlock
CIWQS	California Integrated Water Quality System
CUWCC	California Urban Water Conservation Council
CVCWA	Central Valley Clean Water Association
CV-SALTS	Central Valley Salinity Alternatives for Long-Term Sustainability
CWC	California Water Code
DBCP	Dibromochloropropane
DMC	Delta-Mendota Canal
DMMs	Demand Management Measures
DPWD	Del Puerto Water District
DWR	Department of Water Resources
DWR 2015 Guidebook	2015 Urban Water Management Plans Guidebook for Urban Water Suppliers
ECI	Environmental Compliance Inspector
EDB	Ethylenedibromide
EPA	U.S. Environmental Protection Agency
e-WRIMS	Electronic Water Rights Information Management System
FERC	Federal Energy Regulatory Commission
GMP	Groundwater Management Plan
GPCD	Gallons Per Capita Per Day
gpf	Greater Gallons Per Flush
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
ILP	Integrated Licensing Process
IPCC	Intergovernmental Panel on Climate Change
M&I	Municipal and Industrial
MCL	Maximum Contaminant Level
MG	Million Gallons
mg/L	Milligrams Per Liter

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MGD	Million Gallons Per Day
MGY	Million Gallons Per Year
MID	Modesto Irrigation District
MOU	Memorandum of Understanding
MWELO	Model Water Efficient Landscape Ordinance
NVRRWP	North Valley Regional Recycled Water Program
O&M	Operation and Maintenance
RSWSP	Regional Surface Water Supply Project
RUWMP	Regional Urban Water Management Plan
RWQCF	Regional Water Quality Control Facility
SB	Senate Bill
SB X7-7	Water Conservation Act of 2009
SED	Substitutive Environmental Document
SGMA	Sustainable Groundwater Management Act of 2014
SRWA	Stanislaus Regional Water Authority
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TGBA	Turlock Groundwater Basin Association
TID	Turlock Irrigation District
TMC	Turlock Municipal Code
UAFW	Unaccounted for Water
WEC	Walnut Energy Center
West Yost	West Yost Associates
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

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EXECUTIVE SUMMARY

ES.1 INTRODUCTION

Over the last several years, Urban Water Management Plans (UWMPs) have assumed a very important role in water supply planning and management for communities in California. UWMPs have become the foundational documents which cities and water agencies use to develop water supply assessments and other key water supply reliability documents in support of providing water service to existing customers and future development in accordance with adopted General Plans and established Spheres of Influence.

With the current unprecedented water supply conditions in California, development of the 2015 UWMPs comes at a pivotal time. Current drought conditions have resulted in unprecedented State mandates for water conservation and have led to the passage of the Sustainable Groundwater Management Act of 2014. These actions will impact all water suppliers and all water users in the State. With the improving economy statewide, the need for reliable water supplies to serve existing customers, as well as new development, UWMPs are more critical than ever. Also, 2015 is the first compliance year for the interim water use targets required by the Water Conservation Act of 2009 (SB X7-7).

As described in this 2015 UWMP, the City of Turlock's (City's) residents and businesses have responded positively to the call for water conservation and the City continues to be committed to the implementation of good water management practices to ensure that adequate, reliable water supplies are available to meet existing and projected demands. The City has met its interim 2015 per capita water use target and is well positioned to meet the final 2020 water use target per capita water demand.

ES.2 WATER CODE REQUIREMENTS

The Urban Water Management Planning Act (UWMP Act) requires water suppliers that provide over 3,000 acre-feet per year or have over 3,000 connections to prepare and submit to the State Department of Water Resources (DWR) an Urban Water Management Plan every five (5) years.

The UWMP Act has been modified over the years in response to the State's water shortages, droughts and other factors. A significant amendment was made in 2009, after the 2007 to 2009 drought, and as a result of the Governor's call for a statewide 20 percent reduction in urban water use by the year 2020. This was the Water Conservation Act of 2009, also known as SB X7-7. This act required agencies to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20 percent by 2020.

The primary objective of the UWMP Act is to direct "urban water suppliers" to develop an UWMP which provides a framework for long-term water supply planning and documents how urban water suppliers are carrying out their long-term resource planning responsibilities to ensure adequate water supplies are available to meet existing and future water demands.

In 2015, the City supplied approximately 5,675 million gallons (MG) of raw and potable water to approximately 18,686 residential and non-residential connections located within its water service area. The City is therefore considered an urban water supplier and is required to submit an UWMP. This 2015 UWMP describes the City water system, historical and projected water use, water

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supply sources, and a comparison of projected water supply to water demands during normal, single-dry, and multiple-dry years in five-year increments from 2020 to 2040. As required by SB X7-7, this 2015 UWMP also confirms the City's 2015 and 2020 water use targets, verifies the City's compliance with the interim 2015 water use target, and describes the City's implementation plan for meeting the City's final 2020 water use target.

The City's 2015 UWMP (or Plan) has been prepared in accordance with the UWMP Act, as defined by the California Water Code, Division 6, Part 2.6, Sections 10610 through 10656 (Urban Water Management Planning), and the Water Conservation Act of 2009 (WC Act, also known as SB X7-7), as defined by California Water Code, Division 6, Part 2.55, Section 10608 (Sustainable Water Use and Demand Reduction). A copy of the relevant sections of the Water Code are included in Appendix A.

A brief summary of this 2015 UWMP's contents and the public review and adoption process is provided below, following a discussion of the legislative changes that have been enacted since the 2010 UWMPs were prepared and adopted.

ES.3 LEGISLATIVE CHANGES FROM 2010 UWMP

The legislative changes to the UWMP Act are described in Chapter 1. Some highlighted changes include:

- Demand Management Measures: Address the nature and extent of each water demand management measure implemented over the past five (5) years in narrative form.
- 2015 UWMP Submittal Date to DWR: Changed from December 31, 2015 to July 1, 2016.
- Water Loss: Requires water suppliers to quantify and report on distribution system water loss using the AWWA Water Audit methodology.
- Voluntary Reporting of Passive Savings due to new water codes and requirements.
- Voluntary Reporting of Energy Intensity: Describe the water/energy nexus.
- Defining Water Features: Water Shortage Contingency Plans must distinguish between water features that are artificially supplied with water (including ponds, lakes, waterfalls, and fountains) and swimming pools and spas.

ES.4 PLAN ORGANIZATION

This 2015 UWMP contains the appropriate sections and tables required per California Water Code Division 6, Part 2.6 (Urban Water Management Planning Act), included in Appendix A of this 2015 UWMP, and has been prepared based on guidance provided by DWR in their March 2016 "Final 2015 Urban Water Management Plans, Guidebook for Urban Water Suppliers" (DWR 2015 Guidebook). The required tables are included in the relevant sections and in Appendix B.

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DWR's Urban Water Management Plan Checklist, as provided in the DWR 2015 Guidebook, has been completed to demonstrate the Plan's compliance with applicable requirements. A copy of the completed checklist is included in Appendix C.

This 2015 UWMP is organized into the following chapters:

- Chapter 1: Introduction and Overview
- Chapter 2: UWMP Preparation
- Chapter 3: System Description
- Chapter 4: System Water Use
- Chapter 5: SB X7-7 Baselines and Targets
- Chapter 6: System Supplies
- Chapter 7: Water Supply Reliability Assessment
- Chapter 8: Water Shortage Contingency Planning
- Chapter 9: Demand Management Measures
- Chapter 10: Plan Adoption, Submittal and Implementation

Appendices (listed in Chapter 1) provide relevant supporting documents, including the 2015 UWMP tables and SB X7-7 Verification Form.

ES.5 PLAN REVIEW AND ADOPTION

The UWMP Act requires the water supplier to coordinate the preparation of its Plan with other appropriate agencies, including other water suppliers that share a common source, water management agencies, and relevant public agencies. These agencies, as well as the public, participated in the coordination and preparation of this 2015 UWMP. The coordination and outreach are described in Chapter 2.

A public hearing to discuss the Draft 2015 UWMP will be held on June 14, 2016 [tentatively].

Public hearings provide an opportunity for City water users and the general public to become familiar with the Plan and to ask questions about the City's plans to continue providing a reliable, safe, high-quality water supply. The adoption, implementation and economic impact of revised per capita water use targets (described in Chapter 5) was also discussed. Copies of the draft Plan were made available for public inspection at the Municipal Services Department, the Turlock Public Library, and the City's website.

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California Water Code § 10621 (b) requires agencies to notify the cities and counties to which they serve water that the Plan is being updated and reviewed. This notification must be sent out at least 60 days in advance of the public hearing. In February 2016, a notice of preparation was sent to the cities and counties, and other stakeholders, to inform them of the UWMP update process and schedule and to solicit input for the Plan update. In May 2016, a notice was sent to the cities and counties, and other stakeholders, to inform them of the UWMP public hearing and their opportunity to comment on the public draft UWMP prior to the UWMP adoption and adoption of the method for determining the urban water use targets. These notifications to cities, counties, and other stakeholders are discussed in Chapter 10 and provided in Appendix D.

This Plan was adopted by the City Council on June 14, 2016 [tentatively]. A copy of the adopted resolution is provided in Appendix K.

Within 30 days of Plan adoption, a copy of the Plan was submitted to DWR, the California State Library and the cities and counties to which the City provides water.

Within 30 days of submitting the adopted Plan to DWR, copies of this Plan will be made available during normal business hours at the following locations:

- Turlock Public Library, and
- Municipal Services Department.

A copy of the adopted Plan will also be available for review and download on the City's website: http://www.cityofturlock.org.

Should this Plan be amended or changed, copies of amendments or changes to the Plan shall be submitted to DWR, the California State Library, and any city or county within which the City provides water supplies within 30 days after adoption of the amendment(s).

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CHAPTER 1
Introduction and Overview

This chapter provides an introduction and overview of the City of Turlock (City) 2015 Urban Water Management Plan (UWMP) including the importance and extent of the City's water management planning efforts, changes since the preparation of the City's 2010 UWMP, and organization of the City's 2015 UWMP. This 2015 UWMP has been prepared jointly by City staff and West Yost Associates (West Yost).

1.1 BACKGROUND AND PURPOSE

The Urban Water Management Planning Act (Act) was originally established by Assembly Bill (AB) 797 on September 21, 1983. Passage of the Act was recognition by state legislators that water is a limited resource and a declaration that efficient water use and conservation would be actively pursued throughout the state. The primary objective of the Act is to direct "urban water suppliers" to develop an UWMP which provides a framework for long-term water supply planning and documents how urban water suppliers are carrying out their long-term resource planning responsibilities to ensure adequate water supplies are available to meet existing and future water demands. A copy of the current version of the Act, as incorporated in Sections 10610 through 10656 of the California Water Code (CWC), is provided in Appendix A of this document.

1.2 URBAN WATER MANAGEMENT PLANNING AND THE CALIFORNIA WATER CODE

The purpose of the UWMP is to provide a planning tool to the City for developing and delivering municipal water supplies to the City's water service area. The City has a long history of providing clean and reliable water to its mostly residential, commercial, and industrial customers. Local groundwater sources have historically met water needs for the community, and in order to continue meeting those needs, the City must continue to carefully manage its groundwater supply. Additionally, the City anticipates it will begin utilizing treated Tuolumne River water through the Regional Surface Water Supply Project within the next five years. The City's UWMP is a comprehensive guide for planning a safe and adequate water supply.

1.2.1 Applicable Changes to the Water Code Since 2010 UWMPs

The Urban Water Management Planning Act has been modified over the years in response to the State's water shortages, droughts and other factors. A significant amendment was made in 2009, after the 2007 to 2009 drought, and as a result of the Governor's call for a statewide 20 percent reduction in urban water use by the year 2020. This was the Water Conservation Act of 2009, also known as SB X7-7. This act required agencies to establish water use targets for 2015 and 2020 that would result in statewide water savings of 20 percent by 2020.

There have been several additions and changes to the California Water Code since the City's 2010 UWMP was prepared. These are summarized below:

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- AB 2067 (Weber 2014)
  - CWC Section 10631 (f)(1) and (2): Demand Management Measures
    - Requires water suppliers to provide narratives describing their water demand management measures, as provided.
    - Requires retail water suppliers to address the nature and extent of each water demand management measure implemented over the past 5 years and describe the water demand management measures that the supplier plans to implement to achieve its water use targets.
    - See Chapter 9 of this 2015 UWMP for a description of the City's Demand Management Measures.
  - CWC Section 20621 (d): Submittal Date
    - Requires each urban water supplier to submit its 2015 UWMP to the Department of Water Resources by July 1, 2016.
- SB 1420 (Wolk 2014)
  - CWC Section 10644(a)(2): Submittal Format
    - Requires the UWMP, or amendments to the UWMP, to be submitted electronically to the department.
  - CWC Section 10644(a)(2): Standardized Forms
    - Requires the UWMP, or amendments to the UWMP, to include any standardized forms, tables, or displays specified by the department.
  - CWC 10631 (e)(1)(J) and (e)(3)(A) and (B): Water Loss
    - Requires an UWMP to quantify and report on distribution system water loss.
    - See Chapter 4 of this 2015 UWMP for a description of the City's distribution system water losses.
  - CWC 10631 (e)(4): Voluntary Reporting of Passive Savings
    - Provides for water use projections to display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans, when that information is available and applicable to an urban water supplier.
    - See Chapter 4 of this 2015 UWMP for a description of the City's passive water savings.
- SB 1036 (Pavley 2014)
  - CWC 10631.2 (a) and (b): Voluntary Reporting of Energy Intensity
    - Provides for an urban water supplier to include certain energy-related information, including, but not limited to, an estimate of the amount of the energy used to extract or divert water supplies.
    - The City has opted to not report on energy intensity in this 2015 UWMP.

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- CWC 10632: Defining Water Features
  - Commencing with the UWMP update due July 1, 2016, for purposes of developing the water shortage contingency analysis, requires urban water suppliers to analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.

1.3 UWMP ORGANIZATION

This 2015 UWMP contains the appropriate sections and tables required per CWC Division 6, Part 2.6 (Urban Water Management Planning Act), included in Appendix A of this 2015 UWMP, and has been prepared based on guidance provided by the California Department of Water Resources (DWR) in their January 2016 "2015 Urban Water Management Plans Guidebook for Urban Water Suppliers" (DWR 2015 Guidebook). The required tables are included in the relevant sections and in Appendix B.

DWR's UWMP Checklist, as provided in the DWR 2015 Guidebook, has been completed by West Yost to demonstrate the UWMP's compliance with applicable requirements. A copy of the completed checklist is included in Appendix C.

This 2015 UWMP is organized into the following chapters:

- Chapter 1: Introduction and Overview
- Chapter 2: UWMP Preparation
- Chapter 3: System Description
- Chapter 4: System Water Use
- Chapter 5: SB X7-7 Baselines and Targets
- Chapter 6: System Supplies
- Chapter 7: Water Supply Reliability Assessment
- Chapter 8: Water Shortage Contingency Planning
- Chapter 9: Demand Management Measures
- Chapter 10: UWMP Adoption, Submittal and Implementation

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This 2015 UWMP also contains the following appendices of supplemental information and data related to the City's 2015 UWMP:

- Appendix A: Legislative Requirements
- Appendix B: DWR UWMP Tables
- Appendix C: DWR UWMP Checklist
- Appendix D: Agency and Public Notices
- Appendix E: SB X7-7 Tables
- Appendix F: Water Conservation and Rationing Plan
- Appendix G: Water Emergency/Disaster Response Plan
- Appendix H: Water Rates
- Appendix I: Water Audit
- Appendix J: CUWCC Reporting
- Appendix K: UWMP Adoption Resolution

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CHAPTER 2
UWMP Preparation

This chapter describes the preparation of the City's 2015 UWMP, including the basis for the preparation of the UWMP, individual or regional planning, fiscal or calendar year reporting, units of measure, and UWMP coordination and outreach.

2.1 BASIS FOR PREPARING AN UWMP

The Urban Water Management Planning Act requires every "urban water supplier" to prepare and adopt an UWMP, to periodically review its UWMP at least once every five years and make any amendments or changes which are indicated by the review. An "urban water supplier" is defined as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually.

2.1.1 Public Water Systems

As shown in Table 2-1 (DWR Table 2-1), the City provided water supplies to 18,686 water connections in 2015. The City supplied 5,675 million gallons (MG) of water for municipal purposes in 2015. Of that, 5,563 MG was potable water and 112 MG was raw water. Therefore, the City is required to prepare an UWMP. The City's last UWMP, the 2010 UWMP, was adopted by the City Council in June 2011.

Table 2-1. Retail Only: Public Water Systems (DWR Table 2-1)

Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
CA5010019	City of Turlock	18,686	5,675
	TOTAL	18,686	5,675

NOTES: Volumes are in MG.
Total volume supplied includes both potable and raw water supplies.

2.2 REGIONAL PLANNING

The City is a member and participant in several regional water planning organizations. These groups include the Stanislaus Regional Water Authority, the East Stanislaus Regional Water Management Partnership, and the North Valley Regional Recycled Water Program. Although the City is closely involved with each of these regional organizations, the City has opted to not pursue a regional Urban Water Management Plan with any of these entities at this time.

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2.3 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

This 2015 UWMP has been prepared on an Individual Reporting basis, covering only the City's service area (see Table 2-2 (DWR Table 2-2)). As described in Section 2.5, the City has notified and coordinated with appropriate regional agencies and constituents, including the Stanislaus Regional Water Authority, the East Stanislaus Regional Water Management Partnership, and the North Valley Regional Recycled Water Program, as well as several local agencies.

Table 2-2. Plan Identification (DWR Table 2-2)

Select Only One	Type of Plan	Name of RUWMP or Regional Alliance *if applicable*
☑	Individual UWMP	
☐	Regional Urban Water Management Plan (RUWMP)	

2.4 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

The City is a water retailer and the UWMP has been prepared on a calendar year basis. The City's 2015 UWMP includes planning data for the complete year of 2015. The City's reporting of water volumes in this 2015 UWMP is reported in MG.

Table 2-3 (DWR Table 2-3) summarizes the City's reporting methods for this 2015 UWMP.

Table 2-3. Agency Identification (DWR Table 2-3)

Type of Agency (select one or both)	
☐	Agency is a wholesaler
☑	Agency is a retailer
Fiscal or Calendar Year (select one)	
☑	UWMP Tables Are in Calendar Years
☐	UWMP Tables Are in Fiscal Years
Units of Measure Used in UWMP	
Unit	MG

2.5 COORDINATION AND OUTREACH

This section includes a discussion of the City's inter-agency and general public coordination. The UWMP Act requires the City to coordinate the preparation of its Plan with other appropriate agencies and all departments within the City, including other water suppliers that share a common source, water management agencies, and relevant public agencies. These agencies, as well as the public, participated in the coordination and preparation of this 2015 UWMP, and are summarized below.

2.5.1 Agency Coordination

The City is a member agency of the Stanislaus Regional Water Authority, the East Stanislaus Regional Water Management Partnership, and the North Valley Regional Recycled Water Program. These and other agencies, as well as the public, participated in the coordination and preparation of this 2015 UWMP. The water supplier information exchange is summarized in Table 2-4 (DWR Table 2-4).

Table 2-4. Retail: Water Supplier Information Exchange (DWR Table 2-4)

The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.
Turlock Irrigation District

In February 2016, at the beginning of the UWMP update process, a notice of preparation was sent to stakeholders to inform them of the UWMP update process, schedule, and solicit input for the update.

Following completion of the Draft UWMP, a public notice was published in the Turlock Journal on May 25, 2016 and June 1, 2016 [tentatively] about the 2015 UWMP public hearing and copies of the Draft UWMP were made available at the City's Municipal Services Department and the Turlock Public Library during normal business hours, and an electronic version was placed on the City's website. Copies of the Draft UWMP were also sent directly to key stakeholder agencies (see Table 2-4). During the public review period, local cities and communities, as well as the general public, were encouraged to comment on the draft document.

A public hearing to discuss the Draft UWMP was held on June 14, 2016 [tentatively], in conjunction with the City Council meeting. Noticing for the public hearing was conducted pursuant to Section 6066 of the Government Code. Also, per CWC Section 10621, notice regarding the public hearing was sent to the City and Stanislaus County 60 days prior to the public hearing date.

Copies of the notices to city and county entities served by the City, as well as other stakeholder agencies, are included in Appendix D.

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2.5.2 Coordination with Other Agencies and the Community

The City has actively encouraged community participation in water management activities and specific water-related projects. The City's public participation program includes both active and passive means of obtaining input from the community, such as mailings, public meetings, and web-based communication.

As part of development of this 2015 UWMP update, the City provided a public review period following noticing and prior to adoption to allow ample time for public comments to be developed and received. Public noticing, pursuant to Section 6066 of the Government Code, was conducted prior to commencement of the public comment period. Public hearing notices are included in Appendix D of this document. During the public comment period, a hard copy of the Draft UWMP update was made available at the City's Municipal Services Department during normal business hours, the Turlock Public Library, and an electronic version placed on the City's website.

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CHAPTER 3
System Description

This chapter provides a description of the City's water system and service area. This description includes the water system facilities, climate, population, and housing within the City's service area.

3.1 GENERAL DESCRIPTION

The City, incorporated in 1908, is located in the California Central Valley along State Highway 99, and is referred to as the "Heart of the Valley," as it is located within one of the most productive agricultural regions in the world. Located in Stanislaus County, the City is about 100 miles east of the San Francisco Bay Area with Stockton and Sacramento to the north, and Fresno and Bakersfield to the south.

3.2 SERVICE AREA

The City and water service area encompass an area of approximately 20 square miles. With the exception of three small residential areas served by groundwater from the City of Modesto, the City serves all areas within the City's limits, as well as several small unincorporated areas surrounded by the City. The City's water service includes residential, commercial, industrial, and fire service connections. Municipal water supply for the City is currently based on groundwater, with supplemental supplies from recycled and non-potable water (see more discussion in Chapter 6).

The City water system serves its population of about 71,043 through 20 active wells and one standby well. The distribution system consists of approximately 250 miles of pipe ranging in diameter from 6 to 16 inches, with plans to expand for future surface water distribution (see more discussion in Chapter 6). The service area boundary is shown on Figure 3-1.

3.3 SERVICE AREA CLIMATE

The City of Turlock has a Mediterranean climate. Summers are hot and dry while winters are cold and wet, with an annual average precipitation of approximately 11.9 inches. The local annual average maximum daily temperature is 74.2 degrees (F). Average rainfall over the last six years (2010-2015), excluding 2013 due to lack of Western Regional Climate Center (WRCC) data, was 11.1 inches. The region is subject to wide variations in annual precipitation. Water Year 2010 (October 2009 – September 2010) was a relatively wet year with 16.9 inches of rainfall while Water Year 2012 was relatively dry with only 5.5 inches of rain. The climatic data for the Turlock area is shown in Table 3-1.

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Table 3-1. Climate Data Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Average ETo, inches[(a)]	1.11	1.93	3.69	4.83	7.09	7.92	7.82	6.82	5.23	3.34	1.60	0.97	52.35
Average Max Temperature, °F[(b)]	53.7	60.6	66.5	72.6	80.1	88.5	94.6	92.6	86.9	76.9	63.9	53.4	74.2
Average Min Temperature, °F[(b)]	38.1	41.7	44.4	48.5	53.1	58.6	62.6	61.0	57.8	51.6	42.9	38.0	49.8
Average Rainfall, inches[(b)]	2.28	2.07	1.85	1.05	0.43	0.10	0.01	0.02	0.18	0.59	1.24	2.06	11.88

(a) Source: CIMIS Website: wwwcimis.water.ca.gov, Station 206 Denair II, California (April 2009 to December 2015), Monthly Average ETo Report, Printed January 2016.
(b) Source: Western Regional Climate Center (WRCC) website: www.wrcc.dri.edu, Station 049073 Turlock #2, California. Period of record: 1/1/1893 to 12/31/2014.

These climate characteristics highly influence the City's water use. As described in Chapter 4, the City's water use in the summer months is significantly higher than in the winter, reflecting increased water use for irrigation purposes during the hot, dry summers.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

The City's current (2015) service area population of 71,043 has been estimated by the Department of Finance (DOF). Historical population data was obtained from the DOF and projected populations were developed using growth rates provided in the Turlock 2012 General Plan.

The City's population has grown at an average annual rate of 1.47 percent from 2005 through 2015 according to population estimates from DOF. Household size within the City is estimated at about 3.04 persons per household with approximately 24,779 total households in 2015.

Growth and development within the City's service area are subject to City and County growth management policies. Future population within the City's service area was projected from the estimated 2015 population and assuming a 2.15 percent annual growth rate through 2040. These results are summarized in Table 3-2 (DWR Table 3-1).

Table 3-2. Retail: Population – Current and Projected (DWR Table 3-1)

Population Served	2015[(a)]	2020[(b)]	2025[(b)]	2030[(b)]	2035[(b)]	2040*(opt)* [(b)]
	71,043	79,016	87,883	97,746	108,715	120,915

NOTES:
(a) Source: Department of Finance.
(b) Future population growth assumes an annual 2.15% growth rate based on the Turlock 2012 General Plan.

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3.4.1 Other Demographic Factors

The City of Turlock is composed of primarily residential and commercial areas, surrounded on all sides by arable land. The City's economy is primarily focused around agriculture, with several local companies supporting the food processing industry. Regionally, almonds are the largest agricultural export followed by alfalfa, corn, grapes, and peaches.

Land use planning within the City is administrated by the City's Development Services Planning Division, and guided by the City's 2012 General Plan (found on the City's Website at: http://www.ci.turlock.ca.us/pdflink.asp?pdf=documents/developmentservices/planning/generalplancomplete.pdf). The General Plan promotes infill development prior to annexation of land to the City; however, the City has not seen a dramatic change in housing density over the past few years.

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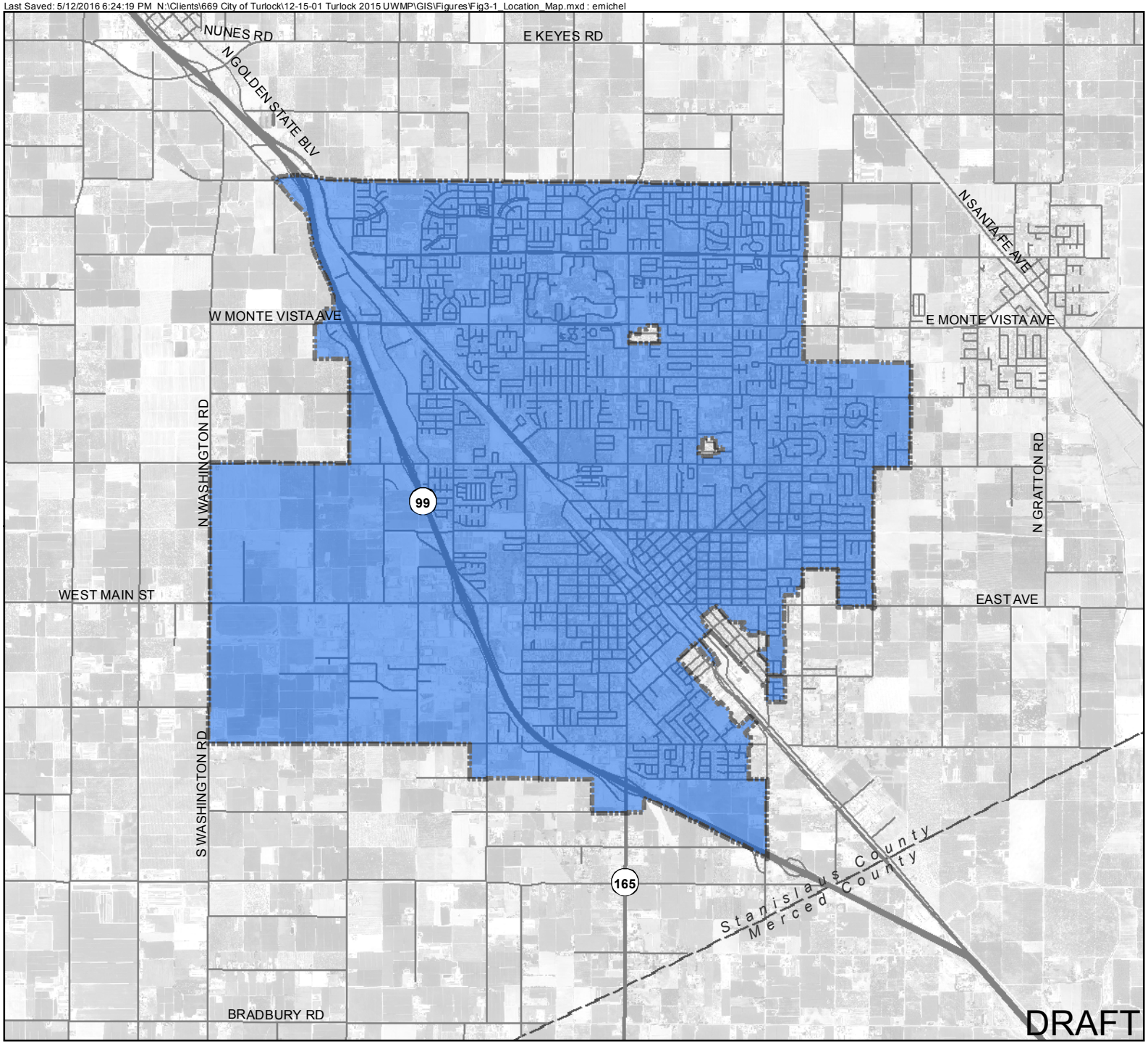

N

0 0.5 1
Miles

Symbology

Service Area

County Boundary

Notes:
1. The indicated service area includes three small areas which are served by the City of Modesto.

CITY OF TURLOCK INC. 1908

WEST YOST ASSOCIATES

Figure 3-1

Location Map

City of Turlock
2015 Urban Water
Management Plan

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CHAPTER 4
System Water Use

As described in Chapter 3, the City's water service area is primarily metered residential accounts. This chapter addresses the City's past, current, and projected water use. Water demand projections are based on the selected SB X7-7 water use targets combined with the projected population according to the City's General Plan. Accurately tracking and reporting current water demands allows the City to properly analyze the use of their water resources and conduct good water resource planning.

4.1 RECYCLED VERSUS POTABLE AND RAW WATER DEMAND

The City serves its demand for water with different levels of treatment depending on the end use. Potable water deliveries are supplemented with recycled water from the wastewater treatment plant as well as raw water from several shallow, non-potable wells. Maintaining a variety of water sources allows the City to best meet its customers' needs, as some irrigation and industrial uses do not require the same water quality required for drinking water. Additional discussion of recycled water can be found in Chapter 6.

4.2 WATER USES BY SECTOR

Water production is the combined quantity of water produced by the City's groundwater wells, while water consumption is the quantity of water actually consumed or used. The difference between production and consumption is unaccounted-for water (UAFW).

This section describes the City's past, current and projected water use by sector through the year 2040 in five-year increments. Demand projections provide the basis for sizing and staging future water facilities to ensure adequate supply. This section identifies the usage among water use sectors including single-family residential, multi-family residential, commercial, industrial, institutional/governmental, and landscape irrigation. These classifications were used to analyze current consumption patterns among various types of customers. These classifications are defined by the DWR 2015 Guidebook and City as follows:

- Single-Family Residential – A single-family dwelling unit. A lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.
- Multi-Family – Multiple dwelling units contained within one building or several buildings within one complex.
- Commercial – A water user that provides or distributes a product or service.
- Industrial – A water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.
- Institutional/Governmental – A water user dedicated to public service.
- Landscape – Water connections supplying water solely for landscape irrigation.

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Actual water use by the City's customers, by water use sector, in 2005 and 2010 is summarized in Tables 4-1 and 4-2, respectively. Due to the metering program not yet being completed in 2010, past water use is based on groundwater well production records.

Table 4-1. City of Turlock Water Deliveries – Actual (2005)

Water use sectors	2005				
	Metered		Not metered		Total Volume, MG
	# of Accounts	Volume, MG	# of accounts	Volume, MG	
Single-Family	107	58.9	14,825	5,006.50	5,065.40
Multi-Family	367	379.5	670	417.5	797
Commercial	985	624.6	196	130.2	754.8
Industrial	20	1,401.20	--	--	1,401.20
Institutional/Governmental	--	--	--	--	0
Landscape	148	275	--	--	275
Total	1,627	2,739.20	15,691	5,554.20	8,293.40

Table 4-2. City of Turlock Water Deliveries – Actual (2010)

Water use sectors	2010				
	Metered		Not metered		Total Volume, MG
	# of Accounts	Volume, MG	# of accounts	Volume, MG	
Single-Family	122	55.9	15,294	4,060.00	4,115.90
Multi-Family	315	326.9	686	359.6	686.5
Commercial	969	492.7	182	92.5	585.2
Industrial	23	1,091.90	--	--	1,091.90
Institutional/Governmental	77	41.8	--	--	41.8
Landscape (includes Municipal)	359	572.6	--	--	572.6
Total	1,865	2,581.80	16,162	4,512.10	7,093.90

Actual water use by the City's customers, by water use sector, in 2015 is summarized in Table 4-3 (DWR Table 4-1).

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Table 4-3. Retail: Demands for Potable and Raw Water – Actual (DWR Table 4-1)

Use Type	2015 Actual		
	Additional Description *(as needed)*	Level of Treatment When Delivered	Volume
Single Family		Drinking Water	2,495
Multi-Family		Drinking Water	560
Commercial		Drinking Water	533
Industrial		Drinking Water	1,075
Landscape		Drinking Water	269
Institutional/Governmental		Drinking Water	106
Other	City Meters (non-billed)	Drinking Water	82
Other	Unmetered water	Drinking Water	443
Other	Park Wells	Raw Water	113
		TOTAL	5,675
NOTES: Volumes are in MG.			

The projected water use by the City's customers is based on the best available information at this time. The City was able to track actual water use by customers and sector type through the metering program, which was fully implemented in 2011. Per capita demand declined after the meters were installed throughout the City. Per capita demand also declined heavily in 2014 and 2015, likely due to the drought and conservation efforts related to the drought. Therefore, the City has assumed that 2012 represents a reasonable approximation as to what future per capita water use will be if and when the current drought ends. Per capita water use in 2012 was approximately 277 gallons per capita per day (GPCD).

The City projected annual water demand, assuming an annual water production growth of 2.15 percent, consistent with the population growth rate projected in the September 2012 General Plan. Using this 2.15 percent projection to 2040 from the actual water use in 2012, and the percent water use by sector from 2012, the projected water use by water use sector, from 2020 to 2040, was approximated. These results are summarized in Table 4-4 (DWR Table 4-2).

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Table 4-4. Retail: Demands for Potable and Raw Water – Projected (DWR Table 4-2)

Use Type	Additional Description *(as needed)*	Projected Water Use				
		2020	2025	2030	2035	2040-opt
Single Family		3,323.0	3,695.9	4,110.7	4,572.0	5,085.1
Multi-Family		766.7	852.8	948.5	1,054.9	1,173.3
Commercial		625.7	696.0	774.1	860.9	957.5
Industrial		1,161.3	1,291.6	1,436.5	1,597.7	1,777.0
Landscape		434.9	483.7	537.9	598.3	665.5
Institutional/Governmental		171.4	190.6	212.0	235.8	262.2
Other	City Meters (non-billed)	103.9	115.6	128.6	143.0	159.0
Other	Unmetered Water	1,725.9	1,919.6	2,135.0	2,374.6	2,641.1
Other	Parks Non-Potable Wells	148.7	148.7	148.7	148.7	148.7
	TOTAL	8,461.5	9,394.4	10,432.0	11,586.0	12,869.6

NOTES: Volumes are in MG.
Projections are based on 2012 percentage by water use sector.

Total water demands, including those from recycled water demands are summarized in Table 4-5 (DWR Table 4-3).

Table 4-5. Retail: Total Water Demands (DWR Table 4-3)

	2015	2020	2025	2030	2035	2040 *(opt)*
Potable and Raw Water *From Tables 4-1 and 4-2*	5,675	8,462	9,394	10,432	11,586	12,870
Recycled Water Demand *From Table 6-4*	360	4,248	4,611	4,992	5,264	5,559
TOTAL WATER DEMAND	6,035	12,710	14,005	15,424	16,850	18,428

**Recycled water demand fields will be blank until Table 6-4 is complete.*

NOTES: Volumes are in MG.

4.3 DISTRIBUTION SYSTEM WATER LOSSES

Water losses occur due to distribution system leaks and other unmetered water uses (such as firefighting, main flushing, etc.). Actual water losses within the City's water system, from the most recent year of 2013, are summarized in Table 4-6 (DWR Table 4-4).

Table 4-6. Retail: 12 Month Water Loss Audit Reporting (DWR Table 4-4)

Reporting Period Start Date	Volume of Water Loss
01/2013	896.4
** Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.*	
NOTES: Volumes are in MG.	

4.4 ESTIMATING FUTURE WATER SAVINGS

CWC Section 10631(e)(4) provides the option for urban water suppliers to reflect its own and its customer's efficiency efforts as part of its future demand projection.

The City anticipates future water savings through its demand management measures and passive forms of water savings such as through the updates to the Water Conservation section of the Turlock Municipal Code, compliance with the State's Model Water Efficient Landscape Ordinance (MWELO), enforcement of the 2013 California Building Code and 2013 California Plumbing Code.

The 2015 and 2016 updates to the Turlock Municipal Code are discussed at length in Chapter 8.

MWELO was enacted pursuant to California Code of Regulations Title 23, Waters, Division 2, Department of Water Resources, Chapter 2.7 and is intended to reduce water consumption of landscapes while also enhancing aesthetic appearances and protecting the public by minimizing visual pollution and soil erosion. Examples of features that can reduce the demand for water include: low water using plants, non-living ground cover, permeable paving, and updated water conserving irrigation techniques.

Effective January 1, 2014, as part of the California Building Code, the City requires low-flow plumbing fixtures for future home and business remodels, to further increase future water savings.

Future water savings were incorporated into the water demand projections by estimating water growth projections from the water use in the year 2012 because the water use this year reflects conservation observed as a result of water meters. Additional conservation was not assumed for planning purposes because it is expected that water use patterns are likely to return back to the 2012 levels once the current drought is over. Otherwise, estimated future water savings were not taken into account because of the challenge in quantifying the anticipated savings from these measures and to be conservative for long-term water resources planning. However, if MWELO and low-flow fixture requirements and demand management measures prove to be effective at achieving a long-term water use reduction, then investments in facilities and programs to increase the City's water supply can be delayed.

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4.5 WATER USE FOR LOWER INCOME HOUSEHOLDS

Senate Bill 1087 (SB 1087) approved on October 7, 2005 added certain provisions to the Government Code and amended a portion of the UWMP Act. As it relates to the UWMP Act, SB 1087 requires the water use projections of an UWMP to include the projected demands for single-family and multi-family residential housing needed for lower income households as identified in the housing element of any city or county in the service area of the supplier (CWC § 10631(a).) A low income household is any household that has an income below 80 percent of the area median income, adjusted for family size.

Table 4-7 shows projected demands for low income housing based on estimated percentages of Single Family Residential and Multi-Family Residential households derived from the January 2016 City of Turlock Housing Element.

Table 4-7. City of Turlock Low Income Projected Water Demands[(a)]

Low Income Water Demands[(b)]	2015	2020	2025	2030	2035	2040
Single Family Residential	2,276	1,802	2,089	2,421	2,807	3,254
Multi-Family Residential	559	307	356	413	479	555
Total	2,835	2,109	2,445	2,834	3,286	3,809

(a) Volumes are in MG.

(b) City of Turlock Housing Element (Revised Draft January 6, 2016) Table 3.2-9 says (with 2007-2011 data) that 2,650 of low income households (including extremely low, very low, and low) were owners and 5,990 were renters. Citywide, it says 12,680 are owners and 10,100 are renters. Therefore, owners = 30.7% of low income households and renters = 69.3% of low income households. Citywide owners = 55.7% and renters = 44.3%. Table 3.3-1 shows (with 2013 data) that 93.9% of owners live in Single Family Residential and 41.4% of renters live in Single Family Residential. Therefore, it is estimated that 57.5% of low income households are Single Family Residential and 42.5% are Multi-Family Residential. The dates of the data in the Housing Element are not the same so the percentages of Single Family and Multi-Family Residential are not exact.

Table 4-8 (DWR Table 4-5) indicates that both future water savings estimates and lower income residential demands have been included in the water demand projections, as described above.

Table 4-8. Retail Only: Inclusion in Water Use Projections (DWR Table 4-5)

Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook)	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc… utilized in demand projections are found.	Section 4.4
Are Lower Income Residential Demands Included In Projections?	Yes

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CHAPTER 5
SB X7-7 Baselines and Targets

In November 2009, Senate Bill X7-7 (SB X7-7), The Water Conservation Act of 2009, was signed into law by Governor Arnold Schwarzenegger as part of a comprehensive water legislation package. The Water Conservation Act addresses both urban and agricultural water conservation. The legislation sets a goal of achieving a 20 percent statewide reduction in urban per capita water use by the year 2020 (i.e., "20 by 2020"), and directs urban retail water suppliers to establish an "interim" per capita water use target to be met by 2015 and a "final" per capita water use target to be met by 2020.

The City's compliance with SB X7-7 was first addressed in the City's 2010 UWMP. The City's baseline per capita water use was determined, and urban water use targets for 2015 and 2020 were established and adopted. SB X7-7 included a provision, CWC 10608.20 (g), that an urban water supplier may update its 2020 urban water use target in its 2015 UWMP, and may use a different target method than was used in 2010. Also, the SB X7-7 methodologies developed by DWR in 2011 noted that water suppliers may revise population estimates for baseline years when the 2010 U.S. Census information became available - as described below, the 2010 Census data was not finalized until 2012.

The DWR 2015 Guidebook indicates there were significant discrepancies between the California Department of Finance (DOF) estimated 2010 population (based on 2000 U.S. Census data) and the actual 2010 population (based on 2010 U.S. Census data). Therefore, if a water supplier did not use 2010 U.S. Census data for their baseline population calculations in the 2010 UWMP, DWR has determined these water suppliers must recalculate their baseline population for the 2015 UWMP using 2000 and 2010 U.S. Census data, and baseline, 2015, and 2020 urban water use targets must be modified accordingly.

This chapter provides a review and update of the City's baseline per capita water use, 2015 interim per capita water use target, and 2020 final per capita water use target in accordance with the requirements described in the DWR 2015 Guidebook and based on the 2010 U.S. Census population data. The City calculated baselines and targets on an individual reporting basis in accordance with SB X7-7 legislation requirements and *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR, 2016). The City has achieved compliance with its 2015 interim target, as discussed below, and is well-positioned to achieve its 2020 final target.

The SB X7-7 Verification Forms are included in Appendix E.

5.1 UPDATING CALCULATIONS FROM 2010 UWMP

Per the provision in SB X7-7, CWC 10608.20 (g), the City has updated its 2020 urban water use target in this 2015 UWMP using the same target method as was used in 2010. Also as required by the DWR 2015 Guidebook, the City will revise its population estimates for baseline years with data from the 2010 U.S. Census now that it is available. Population data from the 2010 U.S. Census was not available by the time the 2010 UWMP was developed. This chapter includes updated population, baselines, and targets for this 2015 UWMP to reflect 2010 U.S. Census data. The following sections describe these updates.

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5.2 BASELINE PERIODS

SB X7-7 requires each urban water retailer to determine their baseline daily per capita water use, measured in gallons per capita per day (Baseline GPCD), over a 10-year or 15-year baseline period. The 10-year baseline period is defined as a continuous 10-year period ending no earlier than December 31, 2004 and no later than December 31, 2010. SB X7-7 also defines that urban water retailers who met at least 10 percent of their 2008 water demand using recycled water may extend the Baseline GPCD calculation for a maximum of a continuous 15-year baseline period, ending no earlier than December 31, 2004 and no later than December 31, 2010.

In 2008, the City met 4.25 percent of demand using recycled water. Therefore, the City does not qualify for the 15-year baseline period.

SB X7-7 also requires each urban water retailer to determine a 5-year baseline per capita water demand, which DWR calls the Target Confirmation, calculated over a continuous 5-year period ending no earlier than December 31, 2007 and no later than December 31, 2010.

Based on these requirements, the City has selected the following baseline periods:

- 10-year Baseline Period: 1997 - 2006
- 5-year Baseline Period: 2003 - 2007

These baseline periods are listed in SB X7-7 Table 1 in Appendix E. The 10-year and 5-year periods are the same as reported in the City's 2010 UWMP. Table 5-1 (DWR Table 5-1) lists the average Baseline GPCD, calculated 2015 interim target, and confirmed 2020 target for these baseline periods.

Table 5-1. Baselines and Targets Summary (DWR Table 5-1)

Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	*1997*	*2006*	*356*	*320*	*284*
5 Year	*2003*	*2007*	*352*		
*All values are in Gallons per Capita per Day (GPCD).					

5.3 SERVICE AREA POPULATION

DWR 2015 Guidebook, Required Use of 2010 U.S. Census Data page 5-5 – if an agency did not use 2010 Census data for their baseline population calculations in the 2010 UWMP…DWR has determined that these agencies must recalculate their baseline populations for the 2015 UWMPs using 2000 and 2010 Census data. This may affect the baseline and target GPCD values calculated in the 2010 UWMP, which must be modified accordingly in the 2015 UWMP.

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This section includes a discussion of the City's service area population including 2000 and 2010 U.S. Census data. Population reported in the City's 2010 UWMP did not include 2010 U.S. Census data because the full Census data set was not available until 2012.

The DOF uses U.S. Census data, combined with changes to the housing stock, estimated occupancy of housing units, and the number of persons per household to estimate annual population within jurisdictional boundaries. DOF population estimates, corrected to account for 1990, 2000, and 2010 Census data, were used to estimate service area population. The service area boundaries correspond by 95 percent or more with the boundaries of the City and, therefore, the City is allowed to use DOF population data for the City for the service area population according to the DWR 2015 Guidebook. The population estimate method is indicated in Table 2 and the population estimates are included in Table 3 of the SB X7-7 Tables in Appendix E.

5.4 GROSS WATER USE

Annual gross water use is the total water, whether treated or untreated, that enters the City's distribution system over a 12-month period (calendar year) with certain exclusions. Recycled water that is delivered within the service area is not included in the City's gross water total. This section addresses the City's annual gross water use for each year in the baseline periods, as well as 2015, in accordance with Methodology 1: Gross Water of DWR's *Methodologies* document.

Annual gross water use for the baseline periods and 2015 are summarized in SB X7-7 Table 4 of Appendix E. The values reported in Appendix E are the same as documented in the City's 2010 UWMP. Although gross water use should include water entering the City's distribution system that is treated and untreated, the City did not start keeping records of non-potable park irrigation wells until 2008. Therefore, the 2015 volume number does not include the non-potable park irrigation water that was supplied in 2015 so that the comparison between 2015 and the 10-year and 5-year baselines were most accurate.

5.5 BASELINE DAILY PER CAPITA WATER USE

As indicated above, daily per capita water use is reported in GPCD. Annual gross water use (including non-residential use) is divided by annual service area population to calculate the annual per capita water use for each year of the baseline periods. As discussed above, the City is using updated population data in this 2015 UWMP. The City's calculated baseline daily per capita use is as follows:

- 10-year Base Daily Per Capita Water Use
  - 356 GPCD (for the period from 1997 to 2006)
  - This value is 1 GPCD less than the value calculated in the 2010 UWMP (357 GPCD)

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- 5-year Base Daily Per Capita Water Use
  - 352 GPCD (for the period from 2003 to 2007)
  - This value is 8 GPCD greater than the value calculated in the 2010 UWMP (344 GPCD)

These 10-year and 5-year baseline daily per capita values, along with the 2015 GPCD, are shown in SB X7-7 Table 5 and summarized in SB X7-7 Table 6 in Appendix E.

5.6 2015 AND 2020 TARGETS

SB X7-7 requires a state-wide average 20 percent reduction of urban per capita water use by the year 2020. Therefore, the City must set an interim (2015) water use target and a final (2020) water use target using one of four methods defined by SB X7-7 and DWR. Three of these methods are defined in CWC Section 10608.20(a)(1), and the fourth method was later developed by DWR. The 2020 water use target can be calculated using one of the following four methods:

- Target Method 1: 80 percent of the City's base daily per capita water use;
- Target Method 2: Per capita daily water use estimated using the sum of performance standards applied to indoor residential use; landscaped area water use; and commercial, industrial, and institutional uses;
- Target Method 3: 95 percent of the applicable State Hydrologic Region target as stated in the State's Draft 20x2020 Water Conservation Plan (April 30, 2009); or
- Target Method 4: An approach that considers the water conservation potential from (1) indoor residential savings, (2) metering savings, (3) commercial, industrial and institutional savings, and (4) landscape and water loss savings.

Analysis of Target Methods 1 and 3 were completed. The calculated 2020 target using Target Method 1 is 284 GPCD. The 2020 target using Target Method 3 is 165 GPCD (95 percent of Hydrologic Region 6 - San Joaquin River 2020 Target of 174 GPCD). Target Methods 2 and 4 require specific data which were not available, so those two methods were not considered. Target Method 1 results in a more manageable SB X7-7 final (2020) target (284 GPCD by 2020), and is therefore preferred by the City.

5.6.1 Year Baseline – 2020 Target Confirmation

Urban water suppliers must verify their 2020 final water use target is at least a 5 percent reduction from the 5-year baseline GPCD. As shown in SB X7-7 Table 7-F in Appendix E, the City's maximum 2020 target is 334 GPCD (95 percent of the City's 5-year base daily per capita water use of 352 GPCD). The City's Method 1, 2020 target of 284 GPCD, complies with the minimum reduction.

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5.6.2 2015 Interim Urban Water Use Target

The 2015 interim targets for each of the target methods are calculated based on the midpoint of the City's 10-year Base Daily Per Capita Water Use and the confirmed 2020 Target. The midpoint between the City's 10-year Base Daily Per Capita Water Use (356 GPCD) and the final 2020 target (284 GPCD) is 320 GPCD.

5.6.3 Baselines and Targets Summary

The City's interim and final targets are summarized in Table 5-1 (DWR Table 5-1).

Target Method 1, selected for this 2015 UWMP, was also used in the 2010 UWMP. The confirmed final 2020 target of 284 GPCD is close to the final 2020 target included in the 2010 UWMP (286 GPCD). Therefore, the confirmed interim 2015 target of 320 GPCD is also similar to the interim 2015 target reported in the 2010 UWMP (322 GPCD).

5.7 2015 COMPLIANCE GPCD

The City has calculated its actual 2015 daily per capita water use for the 2015 calendar year in accordance with Methodology 3 of DWR's *Methodologies* document. As shown in Table 5-2 (DWR Table 5-2), urban per capita water use in 2015 was 215 GPCD, which is below the 2015 interim water use target of 320 GPCD. Therefore, the City has met its interim 2015 water use target and is well-positioned to meet its 2020 target of 284 GPCD. The complete set of SB X7-7 verification tables used to document this compliance is included in Appendix E.

Table 5-2. 2015 Compliance (DWR Table 5-2)

Actual 2015 GPCD	2015 Interim Target GPCD	**Optional Adjustments to 2015 GPCD** *From Methodology 8*					2015 GPCD *(Adjusted if applicable)*	Did Supplier Achieve Targeted Reduction for 2015? Y/N
		Extraordinary Events	Economic Adjustment	Weather Normalization	TOTAL Adjustments	Adjusted 2015 GPCD		
215	320				0	215	215	Yes
**All values are in Gallons per Capita per Day (GPCD).*								
NOTES: Volumes are in MG.								

As detailed in DWR's *Methodologies* document, there are allowable adjustments that can be made to an agency's gross water use in 2015 for unusual weather, land use changes, or extraordinary institutional water use. The City has elected not to make the adjustments allowed by CWC section 10608.24 because these exceptions are not needed to demonstrate compliance with SB X7-7.

5.8 REGIONAL ALLIANCE

The City has chosen to comply with the requirements of SB X7-7 on an individual basis and is, therefore, not a participant in a regional alliance for SB X7-7 compliance.

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CHAPTER 6
System Supplies

This chapter describes the water supplies currently available to the City, as well as anticipated future water supplies. The City currently utilizes only groundwater and recycled water. Projected future supplies include surface water from the Tuolumne River and expansion of the recycled water system.

6.1 PURCHASED OR IMPORTED WATER

Currently the City does not purchase or import water from any other water supply or entity. However, as a member of the Stanislaus Regional Water Authority (SRWA), the City has entered into a water sales agreement for delivery of 5,475 MGY (15 million gallons per day (MGD)) of Turlock Irrigation District (TID) surface water. TID has indicated the volume of water requested is available, and this volume has been used for planning and environmental review purposes. For the purposes of this document, it is assumed that the SRWA Regional Surface Water Supply Project (RSWSP) will be operational in 2020.

6.2 GROUNDWATER

Through 2015, groundwater supplies were used to meet all water needs in the management area. The local groundwater source is the Turlock Sub-basin, which is a subunit of the San Joaquin Valley Groundwater Basin. The City currently possesses 44 wells. The number of wells considered active, standby, inactive/abandoned, or non-potable are as follows:

- 20 active,
- 1 standby,
- 19 inactive/abandoned, and
- 4 non-potable (irrigation only).

Since the 2010 UWMP, four wells have been removed from active status due to water quality concerns. In addition to evaluating opportunities to reduce contamination in these wells, diversification of supplies away from groundwater (surface water from TID through SRWA - as described above) will help mitigate any future groundwater quality degradation. Quality constraints and their potential impacts on water supply reliability are discussed further in Chapter 7.

The Turlock Sub-basin is discussed in detail in the 2008 Turlock Groundwater Basin Groundwater Management Plan (GMP) produced by the Turlock Groundwater Basin Association (TGBA). The GMP can be found online at: (http://www.turlockgba.org/documents/). A description of topics relevant to the 2015 UWMP follows.

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6.2.1 Basin Description

The Turlock Sub-basin lies on the eastern side of California's San Joaquin Valley, and encompasses portions of both Stanislaus and Merced counties. The groundwater system is bounded by the Tuolumne River on the north, the Merced River on the south, and the San Joaquin River on the west. The eastern boundary of the system is the western extent of the outcrop of crystalline basement rock in the foothills of the Sierra Nevada. Land uses in the Turlock Sub-basin are diverse and include agriculture, urban, and commercial or industrial uses distributed in a mosaic throughout the region.

The Turlock Sub-basin underlies an area of approximately 347,000 acres, with irrigated crops (245,000 acres), native vegetation (69,000 acres), and urban development (20,000 acres) as the predominant land uses. The general trend in land use throughout the sub-basin has been an increase in urbanization from less than 4,000 acres in 1952 to approximately 20,000 acres in 2006.

The majority of this urbanization has occurred within unincorporated urban areas and cities within the Turlock Irrigation District boundary. Land in the Eastside Water District, Ballico-Cortez Water District, and Merced Irrigation District has not seen the substantial increase in urbanization that has occurred in other portions of the sub-basin. However, in the Eastside Water District, there has been a shift from non-irrigated lands to irrigated agriculture as the principal land use. The majority of this agricultural development occurred between 1952 and 1984; land use patterns in the Eastside Water District have generally stabilized since the mid-1980s. The shift to irrigated agriculture has occurred to a lesser extent in the Ballico-Cortez Water District. Land use patterns in the foothill areas in the eastern portion of the sub-basin have also shifted from non-irrigated to irrigated agriculture, but most of this shift has occurred in recent years. Between 1952 and 1992, irrigated agriculture in the foothills non-district area increased gradually from 8,600 acres to 10,800 acres. Following 1992, irrigated area grew rapidly, reaching 19,500 acres in 2006, and 35,100 in 2014.

Although expansion of irrigation has, and will continue to increase overall water demand, a portion of water used for irrigation is passively recaptured by the groundwater basin. Unlike water for Municipal & Industrial (M&I) use, irrigation water does not ultimately flow to the City's wastewater treatment plant. Due to its application outdoors, a percentage of irrigation water will percolate downwards through soil and contribute to groundwater aquifer recharge. The benefits of this recharge will become further apparent when the City's groundwater is supplemented by Tuolumne River surface water (through SRWA), as a portion of the recharge water will have originated outside of the basin, contributing towards a net basin inflow.

A map displaying the boundaries of the Turlock Sub-basin can be found in Figure 6-1.

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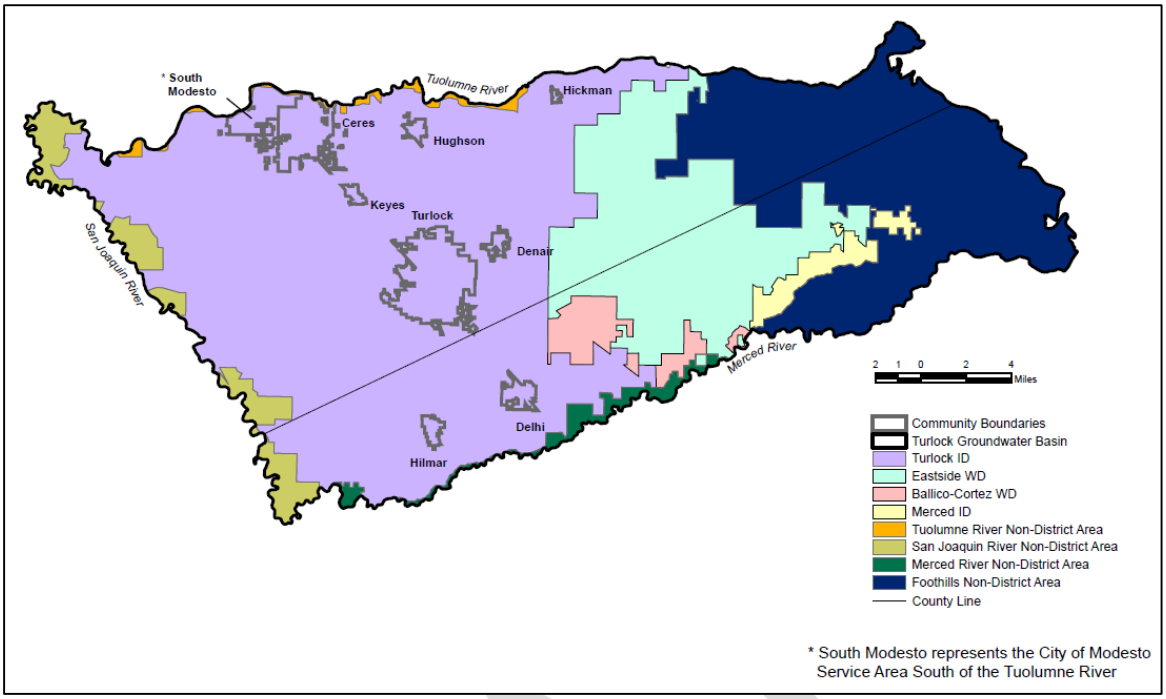
Figure 6-1. Turlock Groundwater Basin Location and Boundaries



Source: Figure 2 from TGBA Groundwater Management Plan, March 2008.

6.2.2 Basin Overdraft Conditions

Overdraft of an aquifer occurs when groundwater extraction is faster than aquifer recharge. It is unsustainable to overdraft an aquifer over long periods of time. Overdraft can eventually lead to subsidence and water quality problems. The Turlock Sub-basin is neither listed as adjudicated[1], nor critically overdrafted[2].

Groundwater conditions within the Turlock Sub-basin vary. Groundwater levels in the eastern areas have declined significantly since the 1960s while levels in the western areas of the sub-basin are high to the point of requiring pumping in certain areas to keep the groundwater from encroaching into the root zone of agricultural crops. Local agencies will continue their efforts to ensure a sustainably managed groundwater basin and prevent activities that could lead to overdraft.

[1] Per DWR's 2011 Water Facts: https://assets.documentcloud.org/documents/1310075/groundwater-legislation.pdf

[2] Per DWR's 2016 table of Critically Overdrafted Basins: http://www.water.ca.gov/groundwater/sgm/pdfs/COD_BasinsTable.pdf

6.2.3 Groundwater Basin Management

The City has taken initiative in management of the Turlock Sub-basin by pursuing a hydrogeological and water quality assessment study. Expected to be complete by the third quarter of 2016, the study will provide the City with a groundwater "road map" intended to provide direction to further protect and develop the City's groundwater resources. Deliverables of the study include:

- A Conceptual Hydrogeologic Model of the Turlock Sub-basin,
- Groundwater Elevation Hydrographs & Contour Maps,
- Groundwater Quality Maps,
- An Aquifer Evaluation,
- A Well Field Interference Analysis,
- A Contamination Mitigation Evaluation,
- Recommendations for Future Well Locations,
- Well Head Treatment Cost Estimates,
- Well Tests,
- Well Rehabilitation Recommendations, and
- Future Well Design Guidelines.

Background information regarding the constraints placed on the City's groundwater resources are further discussed in Section 7.1.

6.2.4 Groundwater Sustainability

The Sustainable Groundwater Management Act of 2014 (SGMA), a three-bill legislative package composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), was passed in September 2014. The legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention when necessary to protect the resource. The legislation lays out a process and a timeline for local authorities to achieve sustainable management of groundwater basins. It also provides tools, authorities and deadlines to take the necessary steps to achieve the goal. For local agencies involved in implementation, the requirements are significant and can be expected to take years to accomplish. The State Water Resources Control Board may intervene if local agencies do not form a Groundwater Sustainability Agency (GSA) and/or fail to adopt and implement a Groundwater Sustainability Plan (GSP).

The SGMA implementation steps and deadlines are shown in Table 6-1.

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Table 6-1. Sustainable Groundwater Management Act and Deadlines

Implementation Step	Implementation Measure	Deadlines
Step One	Local agencies must form local GSAs within two years	June 30, 2017
Step Two	Agencies in basins deemed high- or medium-priority must adopt GSPs within five to seven years, depending on whether a basin is in critical overdraft	January 31, 2020 for critically overdrafted basins January 31, 2022 for high- and medium-priority basins not currently in overdraft
Step Three	Once plans are in place, local agencies have 20 years to fully implement them and achieve the sustainability goal	January 31, 2040 for critically overdrafted basins January 31, 2042 for high- and medium-priority basins not currently in overdraft

SGMA applies to basins or sub-basins designated by DWR as high or medium priority basins, based on a statewide ranking that uses criteria including population and extent of irrigated agriculture dependent on groundwater. The final Basin Prioritization findings indicate that 127 of California's 515 groundwater basins and sub-basins are high and medium priority basins. These high and medium priority basins account for 96 percent of California's annual groundwater pumping and supply 88 percent of the population which resides over the groundwater basins. The ranking for the Turlock Sub-basin is shown in Table 6-2. As shown, the Turlock Sub-basin has been ranked as a high Priority Basin.

Table 6-2. Groundwater Basin Prioritization for Sustainable Groundwater Management Act[(a)]

Rank[(b)]	Basin Number	Sub-Basin Name	Overall Basin Ranking Score	Overall Basin Priority
38	5-22.03	Turlock	21.5	High

(a) CASGEM Groundwater Basin Prioritization Results, run version May 26, 2014.
(b) Out of a total of 515 basins, of which 127 were high- or medium-priority basins.

6.2.5 GSA and GSP Formation

The area's commitment to comply with SGMA was outlined in a recent Memorandum of Understanding (MOU) signed by local water agencies. Additionally, these agencies are cooperating to develop two GSAs and one GSP for the Turlock Sub-basin. The deadline for GSA formation for the basin is June 30, 2017, with completion of the GSP required by January 31, 2022.

While these GSA's are forming, the TGBA has begun the process of working through data needs and other issues, in preparation for developing a GSP.

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6.2.6 Turlock Groundwater Basin Association

The majority of water agencies located within the Turlock Sub-basin, including the City, are part of the TGBA (see Figure 6-1). Formed in 1995, the TGBA has completed numerous studies to better understand the Turlock Sub-basin groundwater system. The TGBA has also developed and implemented multiple Groundwater Management Plans, and coordinates groundwater monitoring for the sub-basin.

All of the member agencies in TGBA agree that groundwater and surface water within the Turlock Sub-basin are vitally important resources that provide the foundation for maintaining current and future water needs. Preservation of these resources is essential to maintaining the economic viability and prosperity of the sub-basin area. It is the overall goal of the TGBA that groundwater will continue to be a reliable, safe, efficient, and cost-effective water supply. Basin Management objectives include:

- Maintain an adequate water level in the groundwater basin;
- Protect groundwater quality and implement measures, where feasible, to reduce the potential movement of existing contaminants;
- Monitor groundwater extraction to reduce the potential for land subsidence;
- Promote conjunctive use of groundwater and surface waters;
- Support and encourage water conservation;
- Develop and support alternate water supplies, and educate users on the benefits of water recycling; and
- Continue coordination and cooperation between the TGBA members and customers.

6.2.7 Historical Groundwater Pumping

Groundwater pumping by the City over the last five years is summarized in Table 6-3 (DWR Table 6-1).

Table 6-3. Retail: Groundwater Volume Pumped (DWR Table 6-1)

Groundwater Type	Location or Basin Name	2011	2012	2013	2014	2015
Alluvial Basin	Turlock Subbasin within the San Joaquin Valley Groundwater Basin	6,847	7,161	7,595	6,710	5,675
	TOTAL	6,847	7,161	7,595	6,710	5,675
NOTES: Volumes are in MG.						

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6.3 SURFACE WATER

The City does not currently have a surface water supply. As mentioned in Section 6.1, as a member of the SRWA, the City has entered into a water sales agreement for delivery of 5,475 MGY (15 MGD) of TID surface water.

TID and Modesto Irrigation District (MID) jointly operate the Don Pedro Reservoir, from which water is diverted for end use with both TID and MID's agricultural and M&I customers. The quality of this surface water supply is exceptionally high, with the City of Modesto regularly blending it with local groundwater to help the groundwater meet U.S. Environmental Protection Agency (EPA) MCL requirements.

TID has both pre and post-1914 water rights to the Tuolumne River. A full listing of these water rights can be found through the State Water Resources Control Board's (SWRCB) California Integrated Water Quality System's (CIWQS) Electronic Water Rights Information Management System (e-WRIMS) (https://ciwqs.waterboards.ca.gov/ciwqs/ewrims/). TID has committed post-1914 water rights to the SRWA, and due to the established documentation of these rights, it is unlikely that they will be contested when the rights are used to supply water to SRWA for M&I use.

Surface water supplies more than 50 percent of the total irrigation water applied to land in the Turlock Sub-basin boundaries. Therefore, a majority of recharge originates from the Tuolumne River, and to a much lesser extent, the Merced River. The average volume of surface water imported into the sub-basin between 1997 and 2006 was 540,000 acre-feet per year (AFY). A significant part of applied irrigation water percolates past the root zone to become groundwater, with deep percolation of applied surface water the largest single component of groundwater recharge. The City's addition of surface water supply will likely not only reduce the necessity for groundwater pumping, but will also increase the rate of groundwater recharge in the Turlock Sub-basin.

6.4 STORMWATER

The City's stormwater system includes about 130 miles of storm drain collection/conveyance piping, 49 pump stations, 45 detention basins, and use of the TID open channel irrigation system.

The majority of the City's stormwater drains to local detention basins. Although the primary purpose of these detention facilities is for urban runoff and flood control, they passively contribute to groundwater recharge through percolation of stored supplies. These detention facilities are managed in a way to maximize stored volume in order to maximize groundwater recharge as long as flood control concerns are low. As soon as wet weather events are in the forecast, the detention facilities are drained in order to create more space for stormwater detention.

A portion of the City's stormwater drains to TID laterals. Although this does not directly increase supply for the City, stormwater delivered to TID may help offset TID demands. The City works closely with TID to ensure there is adequate capacity in the laterals for stormwater discharges. The City implements best management practices to improve water quality for the stormwater discharges.

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The remainder of the City's stormwater that is not captured in detention basins or flows to TID laterals eventually drains through a combined sewer system to the Turlock Regional Water Quality Control Facility (RWQCF). As outlined in the October 2013 Storm Water Master Plan, the City has decided to construct additional drainage basins, with the goal of eventually segregating the stormwater drainage and sanitary sewer systems.

6.5 WASTEWATER AND RECYCLED WATER

Since 2006, the City has operated a disinfected tertiary wastewater treatment system, the Turlock RWQCF. This section provides information on the wastewater and its current and potential reuse as a recycled water resource in the City.

6.5.1 Recycled Water Coordination

The cities of Turlock, Modesto, Ceres, and the Del Puerto Water District (DPWD) are working together to develop a cooperative project, the North Valley Regional Recycled Water Program (NVRRWP). The NVRRWP is an effort to regionalize recycled water use in Stanislaus County. As envisioned, the NVRRWP could produce and deliver up to 30,600 AFY of disinfected tertiary treated recycled water to western Stanislaus County by 2018. By 2045, NVRRWP could deliver up to 59,900 AFY of recycled water. The source of recycled water includes treated wastewater from the Cities of Turlock and Modesto. As part of the project, the City of Turlock would install 5.7 miles of conveyance pipeline to convey recycled water directly from its RWQCF's tertiary treatment plant to the City of Modesto pumping facility, who would then pump the recycled water to the Delta-Mendota Canal (DMC). The DMC would be used to convey the blended canal-recycled water to DPWD in the west side of the County. Funding from the USBR has been pursued for completion of feasibility studies related to the NVRRWP; however, no funding has been secured to date.

In addition to the above regional program, the City coordinates both internally, and externally with its recycled water customers. The City also intends to coordinate with businesses and residences in the surrounding geographic areas adjacent to and within the City.

6.5.2 Wastewater Collection, Treatment, and Disposal

The RWQCF is designed to treat an average of 20 MGD and is currently treating an average influent flow of 10.3 MGD. The raw wastewater received at the City's RWQCF is a combination of domestic and industrial wastewater flows. Influent consists of wastewater from the City of Turlock, Community Service Districts of Keyes and Denair and up to 2 MGD of primary treated wastewater from the City of Ceres. The RWQCF produces disinfected tertiary treated water that meets Title 22 standards for unrestricted use pursuant to Title 22 section 60301.230(a)(1).

The RWQCF treatment system consists of influent screening, grit removal, primary flotation, secondary treatment (which consists of activated bio-filtration for BOD/TSS reduction and nitrification), secondary clarification, tertiary treatment (which consists of high rate clarification with chemical addition followed by cloth disk filters), disinfection via chlorination, and dechlorination by sodium bisulfite. Solids handling at the RWQCF consists of gravity belt thickening, two-stage anaerobic digestion via acid phase and methane phase digesters, and sludge drying beds. Biosolids are beneficially reused for land application to farmland and co-compost.

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Final effluent from the RWQCF that is not recycled is discharged to the San Joaquin River. Effluent flows by pipeline to a pump station for pumping via the Harding Drain Bypass Pipeline, with subsequent discharge through a 36-inch diameter outfall directly into the San Joaquin River.

Wastewater facilities also include a 37.2 MG earthen storage basin, allowing the emergency diversion and storage of flow when necessary. Constructed with a 6" bentonite liner on the bottom and sides, the basin can be used to store either excess wet weather influent, or effluent that does not meet permit requirements.

Table 6-4 (DWR Table 6-2) summarizes information on collection of wastewater within the City's service area. As noted above, wastewater generated outside the City's service area, including wastewater from Community Service Districts of Keyes and Denair and the City of Ceres, is treated within the service area.

Table 6-4. Retail: Wastewater Collected Within Service Area in 2015 (DWR Table 6-2)

Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2015	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area?	Is WWTP Operation Contracted to a Third Party?
City of Turlock	Estimated	3,413	City of Turlock	Turlock Regional Water Quality Control Facility	Yes	No
Total Wastewater Collected from Service Area in 2015:		3,413				

NOTES: Volumes are in MG.
Wastewater generated outside the City's service area, including wastewater from Community Service Districts of Keyes and Denair and the City of Ceres, is treated within the City's service area.

Table 6-5 (DWR Table 6-3) identifies the volume of treated wastewater either recycled or disposed of within the service area.

Table 6-5. Retail: Wastewater Treatment and Discharge Within Service Area in 2015 (DWR Table 6-3)

☑	No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.									
							2015 volumes			
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number *(optional)*	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level	Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area
Turlock Regional Water Quality Control Facility	Harding Drain Bypass Pipeline	San Joaquin River		River or creek outfall	Yes	Tertiary	3,413	3,038	360	0
						Total	3,413	3,038	360	0

NOTES: Volumes are in MG.
There is a difference between the volume of treated wastewater and the volume discharged and recycled because some of the treated wastewater remains at the RWQCF for onsite purposes.

6.5.3 Recycled Water System

Although the City has operated an established recycled water program since 1990, it does not operate a large pipeline distribution system, and has instead opted to evaluate, design, and build facilities on a per connection basis.

Currently, the City provides up to 2.0 MGD of recycled water to the Walnut Energy Center (WEC) Co-Generation Facility (owned by TID) for cooling, and an average of 0.10 MGD to the City's Pedretti Sports Fields for landscape irrigation.

6.5.4 Recycled Water Beneficial Uses

Approved uses of disinfected tertiary recycled water may include, but are not limited to: agricultural irrigation, water for industrial purposes (including process cooling water), residential landscape irrigation, construction water, and other uses as approved by the City identified within Title 22 California Code of Regulations.

Table 6-6 (DWR Table 6-4) shows the current and projected recycled water direct beneficial uses within the service area.

Table 6-6. Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4)

Name of Agency Producing (Treating) the Recycled Water:		City of Turlock						
Name of Agency Operating the Recycled Water Distribution System:		City of Turlock						
Beneficial Use Type	General Description of 2015 Uses	Level of Treatment	2015	2020	2025	2030	2035	2040 (opt)
Agricultural irrigation	Turlock Irrigation District	Tertiary	0	652	652	652	652	652
Agricultural irrigation	Del Puerto Water District	Tertiary	0	3,071	3,304	3,556	3,828	4,123
Landscape irrigation (excludes golf courses)	Irrigation at Pedretti Sports Fields	Tertiary	18	18	18	18	18	18
Golf course irrigation								
Commercial use								
Industrial use	Darling Ingredients International	Tertiary	0	37	37	37	37	37
Geothermal and other energy production	Walnut Energy Center Cooling Tower through TID	Tertiary	342	471	601	730	730	730
Seawater intrusion barrier								
Recreational impoundment								
Wetlands or wildlife habitat								
Groundwater recharge (IPR*)								
Surface water augmentation (IPR*)								
Direct potable reuse								
Other *(Provide General Description)*	Recycled Water Filling Stations	Tertiary	0	Varies	Varies	Varies	Varies	Varies
		Total:	360	4,248	4,611	4,992	5,264	5,559
**IPR - Indirect Potable Reuse*								

NOTES: Volumes are in MG.
The City will begin implementing its recycled water filling station program in 2016. The City has not set a limit on the amount of recycled water that can be trucked off-site other than 300 gallons per vehicle per trip. The City does not know how popular this new program will be and, therefore, is not sure what volume of recycled water to assume will be needed for this program in future years.

Table 6-7 (DWR Table 6-5) shows a comparison between the recycled water use that was projected in the 2010 UWMP for 2015 and the actual water use for 2015. Actual recycled water use was less than projected in the previous UWMP.

Table 6-7. Retail: 2010 UWMP Recycled Water Use Projection Compared to 2015 Actual (DWR Table 6-5)

Use Type		2010 Projection for 2015	2015 actual use
Agricultural irrigation		0	0
Landscape irrigation (excludes golf courses)		20	18
Golf course irrigation		0	0
Commercial use		0	0
Industrial use		0	0
Geothermal and other energy production		380	342
Seawater intrusion barrier		0	0
Recreational impoundment		0	0
Wetlands or wildlife habitat		0	0
Groundwater recharge (IPR)		0	0
Surface water augmentation (IPR)		0	0
Direct potable reuse		0	0
Other	*Type of Use*	0	0
	Total	400	360
NOTES: Volumes are in MG.			

6.5.5 Actions to Encourage and Optimize Future Recycled Water Use

The City has many plans for encouraging and expanding future recycled water use in its service area. These plans are discussed in the following sections and summarized in Table 6-8 (DWR Table 6-6).

6.5.5.1 Expansion of Recycled Water to TID

Beginning in 2018, the City will provide 2,000 AFY (652 MGY) to TID for agricultural irrigation purposes.

6.5.5.2 Expansion of Recycled Water to Del Puerto Water District

As part of the NVRRWP, the City has entered into an agreement with the DPWD to provide the remainder of its available recycled water to DPWD after deliveries to its other recycled water customers. The details of this delivery are outlined in the 2015 NVRRWP Final Report (http://www.nvr-recycledwater.org/documents.asp).

6.5.5.3 Expansion of Recycled Water to Industrial Users

In March 2016, the City entered into an agreement to provide up to 0.1 MGD (37 MGY) of recycled water to Darling Ingredients Inc. Although this is a comparatively small volume, it provides an important first expansion to the existing recycled water infrastructure, further promoting recycled water use by other industrial customers.

Expansion of recycled water supplies to new industrial and commercial users will be provided through direct connection to the existing recycled water distribution system, and the City will be responsible for the operation and maintenance of the entire recycled water distribution system up to the user's recycled water meter. Prior to approving a connection, these users must comply with the requirements of the City of Turlock Recycled Water Rules and Requirements inclusive of Title 22 requirements.

6.5.5.4 Expansion of Recycled Water for Residential and Commercial Filling Stations

In addition to the recycled water distribution system, recycled water will be made available to commercial and residential users through an on-site filling station at the City's RWQCF. Users may fill properly identified recycled water tanks in their vehicle for appropriate uses off-site, up to a maximum volume of 300 gallons per visit. In order to prevent cross-contamination, all portable recycled water containers will be prohibited from being connected to any potable water supply system. Additionally, commercial users will be required to maintain a log book detailing date of delivery, name and address of delivery/recipient, type of use, volume delivered/used and intended use of water delivered. The quantity of recycled water that may be provided by this filling station has not been estimated. Therefore, no quantity for filling stations is included in Table 6-8 (DWR Table 6-6).

Table 6-8. Retail: Methods to Expand Future Recycled Water Use (DWR Table 6-6)

Page 6-9	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
Recycled Water to TID	Agriculture Irrigation	2018	652
Recycled Water to Del Puerto Water District	Agriculture Irrigation	2018	3,071
Recycled Water to Darling Ingredients International	Industrial	2016	37
Recycled Water for Filling Stations	Residential or Commercial	2016	Varies
		Total	3,760

NOTES: Volumes are in MG.
The City will begin implementing its recycled water filling station program in 2016. The City has not set a limit on the amount of recycled water that can be hauled off-site other than 300 gallons per vehicle per trip. The City does not know how popular this new program will be and, therefore, is not sure what volume of recycled water to assume will be needed for this program in future years.

6.6 DESALINATED WATER OPPORTUNITIES

Because the City is not located in a coastal area, seawater desalination is not applicable to the City and is not currently considered technically or economically feasible. In addition, the groundwater that underlies the City is not brackish in nature and does not require desalination. As such, the City does not have any plans to incorporate desalinated or treated brackish water into its supply portfolio.

6.7 EXCHANGES OR TRANSFERS

Currently there is no alternative potable water supply source in the area that would lend itself to transfer or exchange opportunities. Although there are three small potable water systems within the City's limits (owned and operated by the City of Modesto), these systems do not have excess capacity and already use the City of Turlock as a backup water source.

Although the City has entered into a water sales agreement for TID surface water, the infrastructure is not in place at this time. Additionally, because TID's currently available irrigation water is designated for agricultural use, there are practical and legal issues to consider if an exchange or transfer were to occur.

6.8 FUTURE WATER PROJECTS

As stated in Section 6.1, as a member of the SRWA, the City has entered into a water sales agreement for delivery of 5,475 MGY (15 MGD) of TID surface water.

In 2016, the SRWA awarded a contract for program management services for the preliminary planning and permitting of a water treatment plant (WTP) and transmission pipelines to provide surface water from TID to the City for M&I use. Water would be released from the Don Pedro Reservoir, diverted from the Tuolumne River at an existing infiltration gallery, and pumped to the WTP by TID. It is currently anticipated that TID water will be available to the City by 2020. Constraints and reliability of the project water are further discussed in Chapter 7. A summary of the City's expected future water supply programs is provided in Table 6-9 (DWR Table 6-7).

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Table 6-9. Retail: Expected Future Water Supply Project or Programs (DWR Table 6-7)

Page 6-1	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other agencies?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Agency
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Average Year	15 MGD
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Single-Dry Year	15 MGD
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Multi-Dry Year	15 MGD

6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

The City's current and planned sources of water can be summarized as such:

- The City is currently contracted to purchase 5,475 MGY (15 MGD) of TID surface water.
- The City maintains 20 active, potable groundwater wells.
- The City neither currently uses nor plans to use surface water that is not mentioned above.
- The City maintains a series of stormwater detention basins that contribute to groundwater recharge.
- The City currently utilizes and has future plans to expand recycled water usage.
- The City neither currently uses nor plans to use desalinated water.
- The City neither currently exchanges or transfers nor plans to exchange or transfer water with other water systems.

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The actual (2015) water supplies for the City are summarized in Table 6-10 (DWR Table 6-8).

Table 6-10. Retail: Water Supplies – Actual (DWR Table 6-8)

Water Supply	Additional Detail on Water Supply	2015		
		Actual Volume	Water Quality	Total Right or Safe Yield *(optional)*
Groundwater	City's domestic supply wells	5,562	Drinking Water	
Groundwater	Non-potable park irrigation water	113	Raw Water	
Recycled Water		360	Recycled Water	
	Total	6,035		0
NOTES: Volumes are in MG.				

The projected future water supplies for the City are summarized in Table 6-11 (DWR Table 6-9).

Table 6-11. Retail: Water Supplies – Projected (DWR Table 6-9)

Water Supply	Additional Detail on Water Supply	Projected Water Supply *Report To the Extent Practicable*									
		2020		2025		2030		2035		2040 *(opt)*	
		Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*
Groundwater		2,987		3,919		4,957		6,111		7,395	
Surface water		5,475		5,475		5,475		5,475		5,475	
Recycled Water		4,248		4,611		4,992		5,264		5,559	
	Total	12,710	0	14,005	0	15,424	0	16,850	0	18,429	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

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CHAPTER 7
Water Supply Reliability Assessment

This chapter describes the long term reliability and vulnerability of the City's water supplies. The City's planned and implemented water management tools for increasing the reliability of water supplies are also addressed. Short term reliability planning that may require immediate action, such as drought or a catastrophic supply interruption, is addressed in Chapter 8.

Where applicable, each section in this chapter addresses groundwater, surface water, and recycled water in a separate sub-section. The groundwater sub-section refers to the City's current supplies from the Turlock Sub-basin, the surface water sub-section refers to the SRWA's water sales agreement of Tuolumne River water from TID (as described in Chapter 6), and the recycled water sub-section refers to the current and future recycled water produced from the Turlock RWQCF.

7.1 CONSTRAINTS ON WATER SOURCES

This section addresses potential effects on the reliability of water supply sources through the year 2040.

Constraints on water resources for specific communities are addressed by CWC section 10631(c)(2) and section 10634, which state the following:

> *CWC 10631(c)(2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or cl atic factors, describe plans to supplement or replace that source with alternative sources or water demand in management measures, to the extent practicable.*
>
> *CWC 10634 The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.*

The City has (or will have) the following sources of water supply:

- Treated surface water,
- Groundwater, and
- Recycled water.

The major constraints on each of these supplies are discussed in the following sections:

- Environmental constraints,
- Legal constraints, and
- Water quality constraints.

7.1.1 Environmental Constraints

Environmental factors can limit the reliability of surface water supplies in the event that dry year supply reductions are necessary to maintain the health of aquatic species and the environment in general.

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Given the fragile state of many of California's ecosystems, environmental concerns inevitably arise during the water planning process. The delicacy of these systems can, in turn, cause a lack of supply due to the enforcement of environmental legislation. The recent legal actions involving the Endangered Species Act in the Delta are an example of the clash between environmental concerns and water supply. To ensure reliability of the City's water supply, during unexpected environmental constraints that may be placed on TID's water rights, the City will use local groundwater in place of surface water.

A further concern is the potential for overdraft and diminished water quality of the Turlock Sub-basin, which has prompted the City to seek an alternative primary water supply (i.e., surface water). For the purposes of this study, the concern of overdraft is considered a long-term groundwater basin issue rather than a supply inconsistency. The TGBA GMP includes actions to address cooperative management of groundwater to prevent further overdraft and the new TGBA SGMA process, of which the City is taking part, will address overdraft prevention in its GSP in 2022.

7.1.2 Legal Constraints

Legal issues, including place of use and water rights issues, are not expected to limit supply reliability for the City.

7.1.2.1 Groundwater

The Turlock Sub-basin is not an adjudicated groundwater basin, as defined by DWR. Therefore, there are no defined legal pumping rights for the City, and there are no legal constraints on groundwater pumping. In California, the State is not currently authorized by the Water Code to manage groundwater. California landowners have a correlative right to extract groundwater for beneficial use. As a municipal water supplier, the City acts on behalf of the overlying landowners, who rescind their water rights to the City when the land is annexed into the City.

The implementation of SGMA, described in Section 6.2, has introduced provisions whereby the state can step in to manage a groundwater basin if a local GSA does not properly implement sustainable groundwater management. While the information included in this section is current as of 2015, conditions may change between the writing of this UWMP and the adoption of the 2020 UWMP.

7.1.2.2 Surface Water

For the City, through the SRWA, to purchase Tuolumne River water from TID and use it for a municipal supply (further described in Chapter 6), a portion of TID's water rights will need to be modified for the change in use from agricultural to M&I supply. No major legal constraints associated with this process are currently expected.

Additionally, the Federal Energy Regulatory Commission (FERC) operations license for the Don Pedro Reservoir, which is used to store TID's Tuolumne River surface water, is set to expire in 2016. In anticipation, TID and MID have followed FERC's Integrated Licensing Process (ILP), leading to a Final Draft Application submittal in 2014. No major legal issues associated with the relicensing of the reservoir are anticipated.

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One other potential legal constraint would be the adoption of the draft Substitute Environmental Document (SED) in support of potential changes to the water quality control plan for the Bay-Delta. This plan outlines several changes to the Bay-Delta Plan, including modifying the flows of several rivers (including the Tuolumne) to support and maintain the natural production of viable native Lower San Joaquin River watershed fish populations migrating through the Delta. If approved, this SED could mandate up to 60 percent of unimpaired Tuolumne River water flow be available downstream, resulting in reduced availability of surface water for withdrawal by TID (and therefore the City through the SRWA). The City will continue to monitor the situation as additional information becomes available.

7.1.2.3 Recycled Water

As described in Chapter 6, the City plans to greatly enhance the use of recycled water produced at the City's RWQCF. Future expansion of recycled water facilities must be pursuant to the requirements set forth in its SWRCB Order WQ 2014-0090-DWQ (http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0090_dwq_revised.pdf). No major legal issues associated with recycled water facility expansion are anticipated.

7.1.3 Water Quality Constraints

The potential water quality constraints on groundwater, surface water, and recycled water supplies are discussed below.

7.1.3.1 Groundwater

The 2008 GMP identified several groundwater constituents that may lead to groundwater quality concerns in the basin. Contaminants in the area include: salinity, nitrate, arsenic, tetrachloroethylene, pesticides, iron, manganese, radio-nucleotides, bacteria and other petroleum hydrocarbons. Of the above contaminants, those with the highest potential for future impacts are further detailed below.

7.1.3.1.1 Salinity

Salinity has been identified as a source of contamination in the Turlock Groundwater Sub-Basin. Salinity levels within the sub-basin range from 90 to greater than 1,250 milligrams per liter (mg/L), as measured by total dissolved solids (TDS). Groundwater salinity is generally lowest in the easterly portion of the Turlock Sub-basin and the City reported an average value of 267 mg/L in its drinking water supply in the 2014 Annual Water Quality Report. While salinity appears to be increasing, it is an unregulated contaminant and the City does not consider it a threat to its water supply.

It should be noted, however, that several other water suppliers in the area are members of the Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS) program, with the stated objective to organize, facilitate and fund efforts needed for the efficient management of salinity in the Central Valley. Although the City is not currently a member of CV-SALTS, it does participate through its membership with Central Valley Clean Water Association (CVCWA). The City will continue to monitor salinity levels in the basin and act accordingly.

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7.1.3.1.2 Nitrates

Nitrates have been identified as a source of contamination in the Turlock Groundwater Sub-Basin. While nitrate in irrigation water is not a major concern for most crops, high concentrations of nitrate in groundwater is a concern for potable water supplies.

Historically, the City has reported nitrate concentrations as mg/L nitrate (as Nitrate, NO_3), however as of January 1, 2016, the SWRCB has mandated that all nitrate results be reported in the form of mg/L nitrate (as Nitrogen, N). The SWRCB reports that this change does not represent a functional change in the MCL, but is to reduce confusion and ease reporting of results to U.S. EPA. The maximum contaminant level (MCL) for nitrate (as Nitrate, NO_3) in public drinking water supplies is 45 mg/L and for nitrate (as Nitrogen, N) is 10 mg/L.

In its 2014 Annual Water Quality Report, the City reported an average nitrate concentration of 26 mg/L (as Nitrate, NO3). Under the new reporting methodology, this represents an average concentration of 5.8 mg/L nitrate (as Nitrogen, N). This value, irrespective of reporting methodology, is still well below the MCL, and shows that nitrate concentrations are generally within a safe range and should not pose a problem in the near future. It should be noted, however, that the City has closed several wells due to measured nitrate levels exceeding the MCL.

7.1.3.1.3 Arsenic

Arsenic has been identified as a source of contamination in the Turlock Groundwater Sub-Basin. The City has had several wells with arsenic concentrations slightly over the MCL value of 10 micrograms per liter (µg/L). These wells were removed from active status, with one on "standby" status, which is only available in the event of an emergency. In its 2014 Annual Water Quality Report, the City indicated an average arsenic concentration of 9.3 µg/L in its drinking water supply. The City continues to regularly monitor arsenic contamination in its water supplies.

7.1.3.1.4 Pesticides

Two pesticides resulting from past agricultural activities have been detected in the Turlock Sub-basin: Dibromochloropropane (DBCP) and Ethylenedibromide (EDB). Because the use of DBCP and EDB has been banned for several decades neither is considered a future threat to groundwater supplies. The City will continue to monitor contamination from other known pesticides in its groundwater wells.

7.1.3.1.5 Tetrachloroethylene

Tetrachloroethylene has been identified as a source of contamination in the Turlock Groundwater Sub-basin. The City measured a 6.21 µg/L concentration at one of its wells in June 2014, above the MCL of 5µg/L. In response, the City took the well out of service, and has commissioned additional groundwater monitoring and a remediation system optimization. As a component of these City efforts, an annual groundwater assessment and remediation progress report is being conducted in order to monitor contaminant migration and assess the effectiveness of treatment. Upon analysis of the results, the City will weigh options and select a course of action in the best interest of the community.

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7.1.3.2 Surface Water

According to the 2013 Don Pedro Water Quality Assessment (http://www.donpedro-relicensing.com/Documents/P-2299_DP_ISR_W-AR-01_WtrQltyAssmt_StdyRept_130117.pdf) the Tuolumne River water has low specific conductivity and hardness, is prone to acidification, and potential sources of local contamination are limited. The majority of analytes were reported as either non-detectable or just above reporting limit concentrations. Further, there does not appear to be a pattern of increasing chemical concentrations from upstream to downstream of Don Pedro Dam, implying that contamination due to retention in the reservoir is not an issue.

7.1.3.3 Recycled Water

All water produced or intended for use as recycled water within the City's limits, including water produced from the RWQCF, meets all regulations set forth by Title 22 of the California Division of Drinking Water's 2014 update of Regulations Related to Recycled Water.

7.2 RELIABILITY BY TYPE OF YEAR

This section addresses the reliability of the City's water supply in average, single dry, and multiple dry water years. The City uses the following water year definitions from the DWR 2015 Guidebook:

- **Average year**: a year, or an averaged range of years, that most closely represents the average water supply available to the agency. For the purposes of this UWMP, the terms "normal" and "average" are used interchangeably.
- **Single-dry year**: the year that represents the lowest water supply available to the agency.
- **Multiple-dry year period**: the period that represents the lowest average water supply availability to the agency for a consecutive multiple year period (three years or more).

The reliability of the potable and recycled water supplies are discussed below.

7.2.1 Supply Reliability

As discussed in Section 6.2, groundwater supplies are used to meet all of the City's current water needs. The ability of groundwater supply wells to produce water is not expected to be affected by severe or prolonged drought conditions. Aquifer levels are expected to remain within the historical range, and equipment maintenance and backup power supplies are generally adequate to ensure a high degree of reliability. Instead, the reliability of the native groundwater supply is limited by the constraints described in the previous section of this chapter.

The water quality and overdraft constraints, discussed in previous sections, led the City to pursue TID surface water from the Tuolumne River through the SRWA. Because this surface water was not previously available to the City, historic base year data for average, single-dry, and multiple-dry years is not available. As mentioned in Chapter 6, the increase in surface water deliveries within the basin as a result of the SRWA RSWSP are expected to have a positive impact on groundwater recharge within the region as 1) a portion of the recharge water will have

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originated outside of the basin, contributing towards a net basin inflow, and 2) the quantity of groundwater pumping by the City will decrease.

Supply percentages for base years are summarized in Table 7-1 (DWR Table 7-1).

Table 7-1. Retail: Basis of Water Year Data (DWR Table 7-1)

Year Type	Base Year *If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000*	Available Supplies if Year Type Repeats	
		☐ Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____	
		☑ Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available	% of Average Supply
Average Year	1992	-	100%
Single-Dry Year	1999	-	100%
Multiple-Dry Years 1st Year	1987	-	100%
Multiple-Dry Years 2nd Year	1988	-	100%
Multiple-Dry Years 3rd Year	1989	-	100%
NOTES: Volumes are in MG. In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.			

7.3 SUPPLY AND DEMAND ASSESSMENT

Requirements for water supply and demand assessment are addressed in CWC section 10635(a), which states the following:

> *CWC 10635(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional or local agency population projections within the service area of the urban water supplier.*

For the water supply and demand assessment, demand projections for the period of 2020 through 2040 are taken from Table 4-3 (DWR Table 4-1) in Chapter 4 of this document. The supply projections are assumed to equal the sum of the surface water, groundwater, and recycled water supplies summarized above.

7.3.1 Normal Year

The availability of the City's supplies in Normal Years are described in detail in Chapter 6 and summarized below:

- 2,987 MG (year 2020) – 7,395 MG (year 2040) of groundwater from the City's wells in the Turlock Sub-basin;
- 4,248 MG (year 2020) – 5,559 MG (year 2040) of recycled water from the City's RWQCF; and
- 5,475 MG (year 2020-2040) of surface water from the Stanislaus Regional Water Supply Project.

The City's Normal Year demands are described in detail in Chapter 4 and 6 and are summarized below:

- 8,462 MG (year 2020) – 12,870 MG (year 2040) of potable water demands from the City's projected population of 79,016 (year 2020) – 120,915 (year 2040) and associated residential and CII accounts; and
- 4,248 MG (year 2020) – 5,559 MG (year 2040) of recycled water demand from various sources.

As shown in Table 7-2 (DWR Table 7-2), the City's Normal Year supplies are adequate to meet projected Normal Year demands. If necessary, the City plans to meet any additional demand through increased groundwater pumping, ensuring the City will maintain 100% supply reliability. Alternatively, if there is any disruption in surface water supply, the City will increase groundwater pumping to compensate.

Table 7-2. Retail: Normal Year Supply and Demand Comparison (DWR Table 7-2)

	2020	2025	2030	2035	2040 *(Opt)*
Supply totals *(autofill from Table 6-9)*	12,710	14,005	15,424	16,850	18,429
Demand totals *(autofill from Table 4-3)*	12,710	14,005	15,424	16,850	18,429
Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

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7.3.2 Single Dry Year

The City's water supplies and demands for a Single Dry Year are assumed to be equivalent to those for a Normal Year.

As shown in Table 7-3 (DWR Table 7-3), the City's Single Dry Year supplies are adequate to meet projected Single Dry Year demands. If necessary, the City plans to meet any additional demand through increased groundwater pumping, ensuring that the City will maintain 100 percent supply reliability. Alternatively, if there is any disruption in surface water supply, the City will increase groundwater pumping to compensate.

Table 7-3. Retail: Single Dry Year Supply and Demand Comparison (DWR Table 7-3)

	2020	2025	2030	2035	2040 (Opt)
Supply totals	12,710	14,005	15,424	16,850	18,428
Demand totals	12,710	14,005	15,424	16,850	18,428
Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

7.3.3 Multiple Dry Year

The City's water supplies and demands for Multiple Dry Years are assumed to be equivalent to those for a Normal Year and Single Dry Year.

As shown in Table 7-4 (DWR Table 7-4), the City's Multiple Dry Year supplies are adequate to meet projected Multiple Dry Year demands. If necessary, the City plans to meet any additional demand through increased groundwater pumping and water conservation, ensuring that the City will maintain 100% supply reliability. Alternatively, if there is any disruption in surface water supply, the City will increase groundwater pumping to compensate.

Table 7-4. Retail: Multiple Dry Years Supply and Demand Comparison (DWR Table 7-4)

		2020	2025	2030	2035	2040 (Opt)
First year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0
Second year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0
Third year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

7.4 REGIONAL SUPPLY RELIABILITY

Requirements for water supply and demand assessment are addressed in CWC section 10620(f), which states the following:

> *CWC 10620(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

All water consumed by the City, including the future surface water from TID, is under the jurisdiction of the Central Valley Regional Water Quality Control Board, and is therefore considered from local supply sources. No water is imported from other regions, nor does the City anticipate importing water from other regions throughout the UWMP planning period.

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CHAPTER 8
Water Shortage Contingency Planning

This chapter describes the City's Water Shortage Contingency Plan (WSCP) which establishes actions and procedures for managing water supply and water demand during water shortages. The WSCP's purpose is to minimize non-essential uses of water and conserve remaining supplies for the benefit of the public. The City's WSCP is described by Ordinance Nos. 1209-CS and 1222-CS, amending Chapter 6-7 of the Turlock Municipal Code (Appendix F) and the Water Emergency/ Disaster Response Plan (Appendix G).

8.1 STAGES OF CONSERVATION

The City's Emergency Water Shortage Plan (Appendix F: Article 4) describes the four water conservation stages of the WSCP. Stage one is the least prohibitive while stage four is the most prohibitive. As stated by Turlock Municipal Code (TMC) Section 6-7-403, the City Manager is authorized to enact water conservation stages at his/her discretion. Table 8-1 (DWR Table 8-1) summarizes the four stages with their corresponding water supply percent reductions and water supply conditions.

Table 8-1. Retail: Stages of Water Shortage Contingency Plan (DWR Table 8-1)

Stage	Complete Both	
	Percent Supply Reduction[1] *Numerical value as a percent*	Water Supply Condition (*Narrative description)*
I	10%	Turlock Municipal Code Section 6-7-405(a)
II	20%	Turlock Municipal Code Section 6-7-405(b)
III	30%	Turlock Municipal Code Section 6-7-405(c)
IV	50%	Turlock Municipal Code Section 6-7-405(d)
[1] One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.		
NOTES: Includes updates per Ordinance No. 1222-CS approved April 12, 2016.		

8.2 PROHIBITIONS ON END USES

The City's Municipal Code contains multiple sections outlining acceptable outdoor landscape watering practices, prohibited water uses, and acts constituting water wasting. The statutes contained in these sections are in effect at all times, irrespective of the water conservation stage the City is enforcing.

8.2.1 Outdoor Landscape Watering (TMC Section 6-7-301)

a. Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.

b. From March 1st to October 31st addresses which end with an odd number are authorized to water on Sunday, Wednesday, and Friday.

c. From March 1st to October 31st addresses which end with an even number are authorized to water on Tuesday, Thursday, and Saturday.

d. No watering is permitted on Monday.

e. Winter outdoor landscape watering schedule shall be as follows: from November 1st to February 28th outdoor landscape watering is only permitted on Saturday for addresses which end with an even number and Sunday for addresses which end with an odd number.

8.2.2 Water Use Prohibitions (TMC Section 6-7-302)

a. Newly planted lawns may be allowed daily watering only until the second mowing has been completed upon notification of the Municipal Services Department prior to planting.

b. The washing down or hosing of recreational vehicles, sidewalks, gutters, outside structures, or other exterior surfaces without prior written consent of the Municipal Services Director or his designee is prohibited and a violation of this chapter. Sweeping or brushing is required unless prior approval for water use is obtained.

c. The filling of wading pools is permitted, but "slip-n-slides" and other recreational activities requiring a constant flow of water are prohibited.

d. The washing of vehicles at a residence is allowed only if a quick-acting automatic positive shut-off valve is used and in proper operating condition and is limited to one (1) such washing per week per vehicle during designated watering days and times.

8.2.3 Acts Constituting Water Wasting (TMC Section 6-7-408)

a. Failure to comply with the City of Turlock Emergency Water Shortage Plan, any conservation stage declared thereunder, and/or any guidelines or outdoor landscape watering schedules in effect pursuant thereto.

b. Watering outdoor landscape areas or gardens such that excess water leaves the property or area being watered.

c. Watering outdoor landscaping while raining and within forty-eight (48) hours following any measurable rainfall.

d. Washing vehicles, boats, or equipment during restricted days or hours; and/or using an open hose not equipped with a quick-action automatic shut-off valve while so doing.

e. Hosing down driveways, streets, sidewalks, parking lots, and building exteriors without the prior written consent of the Director of Municipal Services or his designee. If consent is given, any restrictions on the frequency, timing, or method would remain in effect unless a health or safety condition existed.

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f. Having leaky faucets, irrigation valves, sprinkler heads, or plumbing fixtures on the premises.

g. Operating evaporated coolers which are not equipped with a recirculating pump.

8.2.4 Stages of Conservation: Stage 1

When Stage 1 of the WSCP is in effect, the City's target demand reduction will be 10 percent. In addition to the above Outdoor Landscape Watering, Water Use Prohibitions, and Acts Constituting Water Wasting, the following mandatory conservation compliance measures will apply:

1. Outdoor landscape watering shall be limited to three (3) times per week on an odd-even basis. If the address ends in an even number, the water days shall be Tuesdays, Thursdays, and Saturdays. If the address ends in an odd number, the watering days shall be Wednesdays, Fridays, and Sundays. No outdoor landscape watering on Mondays. Drip irrigation shall be exempt.
2. Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.
3. Large commercial landscapes and City parks may have individual watering schedules approved by the Municipal Services Department.
4. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

8.2.5 Stages of Conservation: Stage 2

When Stage 2 of the WSCP is in effect, the City's target demand reduction will be 20 percent. In addition to the above Outdoor Landscape Watering, Water Use Prohibitions, Acts Constituting Water Wasting, and Stage 1 measures, the following mandatory conservation compliance measures will apply:

1. Outdoor landscape watering shall be limited to two (2) times per week. If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday. No outdoor landscape watering on Monday, Thursday, and Friday. Drip irrigation systems shall be exempt.
2. Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.
3. Large commercial landscapes and City parks shall also be limited to two (2) days per week, as scheduled by the Municipal Services Department.
4. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).
5. Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

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8.2.6 Stages of Conservation: Stage 3

When Stage 3 of the WSCP is in effect, the City's target demand reduction will be 30 percent. In addition to the above Outdoor Landscape Watering, Water Use Prohibitions, Acts Constituting Water Wasting, and Stage 1 and 2 measures, the following mandatory conservation compliance measures will apply:

1. Outdoor landscape watering shall be limited to one (1) day per week if the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. No outdoor landscape watering Monday through Friday. Drip irrigation systems shall be exempt.
2. Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.
3. Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Municipal Services Department.
4. Filling newly constructed or drained swimming pools with City water shall be prohibited.
5. Construction water from City fire hydrants shall be banned but treated effluent water from the City of Turlock's Regional Water Quality Control Facility may be made available for construction water purposes.
6. Further use of decorative fountains or reflection ponds shall be discontinued until further notice.
7. Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health, safety, and welfare shall be prohibited.

8.2.7 Stages of Conservation: Stage 4

When Stage 4 of the WSCP is in effect, the City's target demand reduction will be 50 percent. In addition to the above Outdoor Landscape Watering, Water Use Prohibitions, Acts Constituting Water Wasting, and Stage 1, 2 and 3 measures, the following mandatory conservation compliance measures will apply:

1. Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips, and drip irrigation.
2. Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.
3. If there is total well failure, disaster relief from outside the City of Turlock shall be required.

The above prohibited uses are summarized in Table 8-2 (DWR Table 8-2).

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Table 8-2. Retail Only: Restrictions and Prohibitions on End Uses (DWR Table 8-2)

Stage	Restrictions and Prohibitions on End Users	Additional Explanation or Reference *(optional)*	Penalty, Charge, or Other Enforcement?
N/A	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-301(a)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(b)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(c)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(d)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(e)	Yes
N/A	Landscape - Prohibit certain types of landscape irrigation	Turlock Municipal Code: 6-7-302(a)	Yes
N/A	Other - Prohibit use of potable water for washing hard surfaces	Turlock Municipal Code: 6-7-302(b)	Yes
N/A	Other water feature or swimming pool restriction	Turlock Municipal Code: 6-7-302(c)	Yes
N/A	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-302(d)	Yes
N/A	Landscape - Restrict or prohibit runoff from landscape irrigation	Turlock Municipal Code: 6-7-408(b)	Yes
N/A	Landscape - Other landscape restriction or prohibition	Turlock Municipal Code: 6-7-408(c); Prohibit outdoor landscape watering during, and 48 hours after, rain	Yes
N/A	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-408(d); Wash vehicles, boats, or equipment during designated times and/or use an open hose equipped with a quick-action automatic shut-off valve	Yes
N/A	Other - Prohibit use of potable water for washing hard surfaces	Turlock Municipal Code: 6-7-408(e)	Yes
N/A	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Turlock Municipal Code: 6-7-408(f)	Yes
N/A	Other	Turlock Municipal Code: 6-7-408(g); evaporative coolers must be equipped with a recirculating pump	Yes
1	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(a)(1)	Yes
1	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(a)(2)	Yes
1	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-405(a)(4); Residential vehicle washing requires a quick-acting automatic positive shut-off valve and is limited to one washing per week during designated watering times.	Yes
2	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(b)(1)	Yes
2	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(b)(2)	Yes
2	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(b)(3); Large commercial landscapes and City parks limited to irrigation two days per week	Yes
2	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-405(b)(4); Residential vehicle washing requires a quick-acting automatic positive shut-off valve and is limited to one washing per week during designated watering times.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Turlock Municipal Code: 6-7-405(b)(5)	Yes
3	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(c)(1)	Yes
3	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(c)(2)	Yes
3	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(c)(2); Large commercial landscapes and City parks limited to irrigation one day per week	Yes
3	Other water feature or swimming pool restriction	Turlock Municipal Code: 6-7-405(c)(4); Filling newly constructed or drained swimming pools is prohibited.	Yes
3	Other - Prohibit use of potable water for construction and dust control	Turlock Municipal Code: 6-7-405(c)(5)	Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Turlock Municipal Code: 6-7-405(c)(6)	Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Turlock Municipal Code: 6-7-405(c)(7)	Yes
4	Landscape - Prohibit all landscape irrigation	Turlock Municipal Code: 6-7-405(d)(1)	Yes
4	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(d)(2); Industry and commercial businesses must curtail consumption in order to maintain adequate supplies of water for health and safety	Yes
NOTES: Per Turlock Municipal Code and Corresponding Ordinances.			

8.3 PENALTIES, CHARGES, OTHER ENFORCEMENT OF PROHIBITIONS

Any person committing any act which constitutes the wasting of water will be served a "Notice of Acts Constituting Water Wasting". This notice will serve as a first warning, and will:

1. Identify the date, time, and circumstances of the violation;
2. State the amount of the potential penalty for water wasting; and
3. Advise the customer of his or her appeal rights.

If a second violation occurs within one year of the first warning, a penalty of $50 will be added to the customer's utility account. This penalty may be waived if the customer in violation completes an online water conservation workshop offered by the City within 60 days after the date of the penalty notice. A third violation that occurs within one (1) year of the second violation will result in an additional penalty of $100. A penalty of $250 will be assessed to the utility customer's account for a fourth, and each subsequent violation within one year after being served with a Notice of Acts Constituting Water Wasting. Failure by the customer to pay the penalty imposed will be grounds for disconnection of utility service until compliance is obtained. Any person issued a "Notice of Acts Constituting Water Wasting" has the right to appeal to the Municipal Services Director, as described by TMC Section 6-7-411.

8.4 CONSUMPTION REDUCTION METHODS

Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that will reduce water use, are appropriate for the service area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply. CWC Section 10632 (a)(5) requires the water supplier to provide consumption reduction methods in the most restrictive stages of a water shortage. Water consumption reduction methods used by the City are listed in Table 8-3 (DWR Table 8-3).

Table 8-3. Retail Only: Stages of Water Shortage Contingency Plan – Consumption Reduction Methods (DWR Table 8-3)

Stage	Consumption Reduction Methods by Water Supplier	Additional Explanation or Reference *(optional)*
All Stages	Offer Water Use Surveys	Section 9.3.1
All Stages	Provide Rebates on Plumbing Fixtures and Devices	Section 9.3.2 & 9.3.3

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8.5 DETERMINING WATER SHORTAGE REDUCTIONS

CWC Section 10632 (a)(9) requires the water supplier to develop a mechanism for determining actual reductions in water use in the course of carrying out the urban water supply shortage contingency analysis.

The City completed water meter installation on all accounts in 2011 and the effectiveness of the City's water conservation program is based on metered water use data. Monitoring involves determining the per capita water use for residential users and the water use per account for non-residential customer categories.

The City determines if water customers are achieving the required demand reductions by comparing 2013 consumption, per Executive Order B-29-15.

8.6 REVENUE AND EXPENDITURE IMPACTS

Section 10632 (7) of the CWC requires an analysis of the impacts of each of the actions taken for conservation and water restriction on the revenues and expenditures of the water supplier.

On April 8, 2014, the City approved Ordinance No. 1194-CS (Appendix H), amending the City's water rate schedule which establishes a rate schedule through January 2019 which includes a commodity charge, capacity charge, and a customer charge. This structure attempts to more accurately charge customers for the true cost of delivered potable water. The rate structure is such that the majority of the City's water revenue is generated from hard costs (cost per connection – i.e., capacity and customer charges), and not volumetric usage (i.e., commodity charges), which means the City's revenues are not highly dependent on the volume of water their customers use. Billing customers under this new rate structure has helped mitigate lost revenue from reduced water deliveries during the present drought. The City estimates that the impact from the current drought has had an approximate 6 percent drop in revenue. This revenue reduction was sufficiently absorbed through a corresponding short term reduction in Operation and Maintenance (O&M) costs.

8.7 RESOLUTION OR ORDINANCE

As previously stated, the City Council approved Ordinances Nos. 1209-CS and 1222-CS, amending Chapter 6-7 of the TMC (Appendix F).

8.8 CATASTROPHIC SUPPLY INTERRUPTION

Section 10632 (3) of the CWC requires actions to be undertaken by the water supplier to prepare for and implement during a catastrophic interruption of water supplies.

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8.8.1 Water Emergency Disaster Response Plan

The City has a Water Emergency / Disaster Response Plan (Appendix G), with a stated objective to "maintain a minimum service level and mitigate the public health risks from any drinking water contamination that may occur during a disaster or other emergency event." The plan contains the following sections:

- Designated Responsible Personnel
- Inventory of Resources
- Water System Information
- Emergency Equipment
- Emergency Operations Center
- Emergency Response Procedures

The plan also states the City has seven emergency generators located at seven different wells, enough to provide water for firefighting and sanitation purposes.

8.8.2 Emergency Exchanges with Other Agencies

As stated previously, the City does not yet maintain any treated water interties with other agencies. However, once the Regional Surface Water Supply Project is operational, the City will have access to surface water from the Tuolumne River. The facilities of the Regional Surface Water Supply Project may supply emergency water to maintain normal distribution during a catastrophic supply interruption. Alternatively, if the catastrophic supply interruption is related to the surface water supply, the City will use the existing groundwater wells to provide sufficient water for health, sanitation, and fire protection for the duration of the emergency.

8.9 MINIMUM SUPPLY NEXT THREE YEARS

As an UWMP requirement, all water agencies are required to provide an estimate of the minimum water supply available during each of the next three water years, as shown in Table 8-4 (DWR Table 8-4). The supplies shown in the table are the sum of all the City's supplies expected to be available in the next three years if drought conditions persist (i.e., assuming hydrologic conditions would be similar to historic multiple dry year periods).

Table 8-4. Retail: Minimum Supply Next Three Years (DWR Table 8-4)

	2016	2017	2018
Available Water Supply	6,850	6,997	7,148
NOTES: Volumes are in MG.			

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CHAPTER 9
Demand Management Measures

This chapter describes the City's historical and existing water conservation program, status of implementation of Demand Management Measures (DMMs), and projected future conservation implementation. DMMs are mechanisms a water supplier implements to increase water conservation. The CWC requires that UWMPs include a comprehensive description of historical, current, and projected water conservation programs.

> *CWC 10631 (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:*
>
> *(1) (A) … a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.*
>
> *(B)The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:*
>
> *(i) Water waste prevention ordinances.*
>
> *(ii) Metering.*
>
> *(iii) Conservation pricing.*
>
> *(iv) Public education and outreach.*
>
> *(v) Programs to assess and manage distribution system real loss.*
>
> *(vi) Water conservation program coordination and staffing support.*
>
> *(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

In previous UWMPs, a substantial amount of data was required to document a water supplier's progress in implementing fourteen specific DMMs. In 2014, Assembly Bill 2067 simplified, clarified, and updated reporting requirements for DMMs. Starting with this 2015 UWMP, focus has turned away from detailed descriptions of each of the fourteen DMMs and has turned to key water conservation measures that are being implemented to achieve compliance with SB X7-7. For retail agencies, the number of DMMs has been reduced from fourteen to six (plus an "other" category).

9.1 WATER CONSERVATION PROGRAM OVERVIEW

The City actively promotes water conservation through customer education and other DMMs described in the following sections. The City educates customers through outreach methods such as direct mail, web site alerts, messages on customer bills and school-based education programs that reinforce the need for customers and their families to take prompt action to reduce water use to conserve precious drinking water.

As described in this chapter, the City has an active and comprehensive conservation program that offers a full range of helpful programs for customers to reduce their water use.

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9.2 DEMAND MANAGEMENT MEASURES

The six DMMs required for the 2015 UWMP include the following:

- Water waste prevention ordinances,
- Metering,
- Conservation pricing,
- Public education and outreach,
- Programs to assess and manage distribution system real loss, and
- Water conservation program coordination and staffing support.

The goal of this chapter is to provide a comprehensive description of the water conservation programs that are currently implemented and those planned to be implemented in the future. For each DMM, the current program is described, followed by a description of how the DMM was implemented over the previous five years and any future implementation plans.

9.2.1 Water Waste Prevention Ordinances

Title 6, Chapter 7 of the Turlock Municipal Code (Appendix F), most recently amended by Ordinance Nos. 1209-CS (May 2015) and 1222-CS (April 2016) (Appendix F), contains a water wasting prohibition section that prohibits the wasteful use of water during normal water years. This section prohibits specific water wasting appurtenances (such as "once-through" cooling systems and "slip-n-slides"), general water waste, and requires proper maintenance of water pipes and fixtures to prevent leaks. This City Code is in line with the goals of the California Urban Water Conservation Council (CUWCC) MOU.

Table 9-1 lists documented water waste violations recorded by the City from 2011 through 2015. As shown, the number of recorded violations since 2011 is substantial, with a dramatic increase for 2015. As expected, this increase in recorded violations is reflected in a corresponding decrease of per capita water use: from 273 GPCD in 2011 to 215 GPCD in 2015 – a decline of 21 percent.

Table 9-1. Documented Water Waste Violations[(a)]

	2011	2012	2013	2014	2015
Number of Violations	742	637	566	384	3,914

[(a)] Written warnings and notices to customers, excludes informal interactions

For dry year conditions and other water supply shortages, the City has an Emergency Water Shortage Plan (Appendix F: Article 4) that includes specific water use restrictions. The City's Emergency Water Shortage Plan is further described in Chapter 8.

Implementation of this DMM will continue to help the City achieve its water use targets by minimizing the nonessential uses of water in order to increase availability for human consumption, sanitation, and fire protection.

9.2.2 Metering

The City commenced meter-based billing for the vast majority of its water accounts on January 1, 2011. In conjunction with a thorough public education campaign, the move to meter-based billing has resulted in a significant decrease in water consumption.

The installation of meters appears to have significantly modified customer behavior and is largely responsible for the 20 percent reduction in total City-wide water use from 2007 to 2011. The per capita water use, likewise, declined by 21.6 percent City-wide, 22.65 percent for single-family residential and 7.54 percent for multi-family residential, between 2011 and 2015 as customers began receiving and responding to their commodity-based monthly water bills.

In addition to motivating water use behavior change in rate-payers, the City's metering program also provides detailed usage information that has helped customers use water more efficiently. For example, the Automatic Meter Reading (AMR) systems installed at schools, religious institutions, City parks and other large, landscaped areas provides near real-time water usage information, empowering the customers with large irrigated landscapes to maximize the efficiency of its watering schedule.

Implementation of this DMM will continue to help the City achieve its water use targets by providing accurate water use information to the customer and the City.

9.2.3 Conservation Pricing

Municipal Financial Services conducted a water rate and capacity charge study in January 2014. Based on that study, the City adopted rates that went into effect July 1, 2014, and will increase every January 1st through 2019. The current pricing structure is comprised of three components. The first is the commodity charge, which is the cost of the water supply. Customers are charged per 1,000 gallons of water based on the account type. The second component of the pricing structure is the capacity charge. This charge accounts for the cost of the meter, operation and maintenance, as well as other facility costs. This charge is based on the meter size. The third component of the pricing structure is the customer charge, which accounts for the cost of mailing and processing bills along with other administrative costs. The customer charge is the same amount regardless of meter size or account type. The City's current water rate schedule is provided in Appendix H.

Since the implementation of these rates, water production has declined approximately 15 percent. Overall, with the installation of water meters and the conversion of all customers to meter-based billing, and the watering restrictions currently in place there has been approximately a 32 percent reduction in water use from 2008 to 2015.

Implementation of this DMM will continue to help the City achieve its water use targets by ensuring water customers pay the true cost of water. Implementation of this DMM will also continue to help adequately fund water system operations and maintenance, including capital repair and replacement programs, and water conservation programs.

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9.2.4 Public Education and Outreach

The City has an active public information and outreach program. This program consists of distributing information to the public through a variety of methods, such as utility billing publication inserts, press releases via radio and newspaper, school curriculum, educational flyers, commercials on television and in theatres, and water conservation tips and videos on the City's webpage.

Since 2007, the City has implemented an aggressive and prominent environmental stewardship program known as "Go Green." The program is broad, but focuses specifically on conservation education. Program components include water use efficiency and conservation, stormwater pollution prevention, recycling, composting, and sanitary sewer overflow prevention. The "Go Green" educational activities related to water conservation over the past nine years include, but are not limited to:

- Website information,
- Utility bill inserts,
- Press releases,
- Print media campaigns/columns,
- Local cable TV public information,
- Booths at fairs/exhibitions,
- Presentation to local service organizations and similar groups

The City's primary school-age public education campaign is the "Go Green Week" program, which engages students in activities that teach the importance of environmentally-responsible behavior. Currently in its ninth year, "Go Green Week" is coordinated each year with participating schools in the Turlock Unified School District. Through a partnership of City staff, teachers, administrators, community organizations, and volunteers, students learn about conservation and pollution prevention strategies such as recycling, composting, water conservation and waste reduction. In addition to "Go Green Week," the City promotes a "Green Teen of the Month" award, the "Team Green Kids Club," and various other school programs and materials. City staff also conduct periodic classroom presentations on water conservation and other environmental issues, as well as provide student tours of the City's wastewater treatment facility.

Implementation of this DMM will continue to help the City achieve its water use targets by educating water users about the importance of improving water use efficiency, and avoiding water waste.

9.2.5 Programs to Assess and Manage Distribution System Real Loss

A water audit is a method of accounting water use throughout a water system in order to quantify unaccounted-for water. Unaccounted-for water is the difference between metered production and metered usage on a system-wide basis. With the implementation of meter-based billing for all water accounts, the City is better able to track water losses and unaccounted water use. As a

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member of the CUWCC, the City uses AWWA's software to complete a biennial Water Audits and Balance Analysis. A copy of the City's most recent AWWA audit can be found in Appendix I.

In addition to the AWWA water audits, the City's loss prevention program involves leak detection and repair, focusing primarily on areas with a high probability for leakage. Due to the flat nature of the San Joaquin Valley and the shallow depth of the City's water mains, water leaks are detected fairly easily. Utility staff monitor for water leaks as part of their daily operations, and respond to calls from customers concerned about potential leaks. Although the City does not perform "formal" pipeline inspections at regular intervals, these "spot check" inspections help contribute to approximately 100 leak repairs per year.

Implementation of this DMM will continue to help the City achieve its water use targets by identifying sources of water loss quickly so repairs can be made and losses minimized.

9.2.6 Water Conservation Program Coordination and Staffing Support

In line with the CUWCC's MOU, the City has designated staff to actively develop, promote, enforce, and maintain water conservation programs. Currently, two full-time employees allot a portion of their time to serve the duties of a Water Conservation Coordinator. These employees are responsible for implementing and monitoring the City's water conservation activities. Further, two twenty hour per week year-round employees assist the conservation coordinator by responding to water complaints, monitoring water waste, and checking for excess landscape water use.

The effectiveness of this DMM will be evaluated in conjunction with the success of the City's water conservation efforts as a whole. As the City grows and water resources become more limited and expensive, the water conservation programs will gain in importance. As the water conservation program grows, these duties will increase and additional staffing may be necessary.

Implementation of this DMM will continue to help the City achieve its water use targets by making implementation of the City's water conservation program a top priority.

9.3 OTHER DEMAND MANAGEMENT MEASURES

In addition to the six DMMs described above, the City also implements the following programs:

- Residential Water Survey Program,
- Residential WaterSense Toilet Rebate Program,
- High-Efficiency Washing Machine Rebate Program,
- Large Landscape Conservation Program, and
- Conservation for Commercial and Industrial Accounts.

These programs are described below.

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9.3.1 Residential Water Survey Program

The City began implementation of its residential water survey program in 2010. The program was developed by City staff based on training provided by the CUWCC, and consists of offering residential water survey kits to the City's customers. The survey kits allow customers to perform a home water audit, gauging how efficient they are with their water use. By performing the audit, the customer is able to identify areas of potential improvement, as well as identify potential leaks. Free water saving devices (low-flow shower heads and faucet aerators) are provided to customers who complete and submit a survey response form.

9.3.2 Residential WaterSense Toilet Rebate Program

This program provides incentives for residential customers to replace existing toilets with high efficiency models that meet the EPA's WaterSense specifications. The City offers a rebate of $75 per toilet for the replacement of a 3.6 or greater gallons per flush (gpf) model with one that uses 1.28 gpf or less.

9.3.3 High-Efficiency Washing Machine Rebate Program

The City's Municipal Services Department offers a high-efficiency washing machine rebate program which provides financial incentives to qualifying customers who install high-efficiency washing machines in their homes. Rebates for the purchase of high-efficiency clothes washers are available for up to $100 per washer. In addition to the City's rebate, the City's main electrical utility (TID) currently offers a $35 rebate for customers who purchase a high-efficiency clothes washer (Energy Star compliant). These rebates can be combined for additional savings.

9.3.4 Large Landscape Conservation Program

Beginning in 2006, the City began monitoring water use of landscape and irrigation customers. This program was further enhanced by the installation of a fixed-based AMR system that allows the City to monitor water consumption on a daily basis. The City has worked with large landscape customers such as the Turlock Unified School District and a number of religious institutions to increase efficiency and reduce overall water use. The City has also installed meters and AMR devices at all City parks and City-owned landscaped areas to ensure efficient landscape irrigation.

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9.3.5 Conservation for Commercial and Industrial Accounts

Compared to residential customers, the City's commercial, institutional, and industrial (CII) customers have significant economic incentive to conserve water, as CII customers pay for both water and sewer services volumetrically (meter-based). The incentive to conserve is especially strong for those commercial and light industrial customers who do not have a separate landscape water meter, as their monthly sewer charge is based on their water meter reading (which in this case likely includes landscape irrigation water). Since the Regional Board required the City to convert its RWQCF to disinfected tertiary treatment, the City's sewer utility rates are higher than the City's water rates. High volumetric sewer utility rates make conservation appealing to CII facilities, because it reduces the use of metered water and therefore, reduces the volume of sewage.

The City's Environmental Compliance Inspector (ECI) reviews CII water meter readings on a monthly basis, and conducts annual inspections of all significant industrial users. By analyzing meter data and production processes, the City's ECI has been able to reduce water consumption for a variety of CII accounts.

9.4 MEMBERS OF THE CALIFORNIA URBAN WATER CONSERVATION COUNCIL

In 1991 (amended September 16, 1999), an MOU regarding urban water conservation in California was made to formalize an agreement between DWR, water agencies, environmental organizations, and other interested groups to implement Best Management Practices (BMPs) and make a cooperative effort to reduce the consumption of California's water resources. This MOU is administered by the CUWCC.

In August 2009, the City became a member of the CUWCC and in May 2011 submitted its first BMP annual report for 2009-2010 to the Council. The most recent CUWCC compliance report is from 2013.

CWC Section 10631 (j) allows for an urban retail water agency that is a signatory (member) of the CUWCC to meet the DMM requirements by documenting that the CUWCC has determined the urban water agency is complying with all of the provisions of the MOU. Documentation of the City's CUWCC MOU compliance is provided in Appendix J.

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CHAPTER 10
UWMP Adoption, Submittal, and Implementation

This chapter provides information regarding the notification, public hearing and adoption of the UWMP.

10.1 INCLUSION OF ALL 2015 DATA

Because 2015 is the first compliance year for SB X7-7, the 2015 UWMPs must contain data through the end of 2015. If the water supplier bases its accounting on a calendar year, the data must be through the end of the 2015 calendar year (December 2015).

As indicated in Chapter 2, the City uses a calendar year for water supply and demand accounting, and therefore this 2015 UWMP includes data through December 2015.

10.2 NOTICE OF PUBLIC HEARING

The City provided 60-day notice of the preparation of its 2015 UWMP, and notice of the 2015 UWMP Public Hearing to the City and County as listed in Table 10-1 (DWR Table 10-1).

Table 10-1. Retail: Notification to Cities and Counties (DWR Table 10-1)

City Name	60 Day Notice	Notice of Public Hearing
City of Turlock	☑	☑
County Name	**60 Day Notice**	**Notice of Public Hearing**
Stanislaus County	☑	☑

Other agencies notified included the following:

- California State University, Stanislaus
- City of Ceres
- City of Hughson
- City of Modesto
- Denair Community Services District
- East Stanislaus Regional Water Management Partnership
- Eastside Water District
- Keyes Community Services District
- Merced County Public Works Department
- Merced Irrigation District

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- Modesto Irrigation District
- Stanislaus Regional Water Authority
- Turlock Groundwater Basin Association
- Turlock Irrigation District

10.2.1 Notice to the Public

Public hearing notifications for adopting the UWMP were published in the local newspaper (Turlock Journal). Copies of the published Notice of Public Hearing are included in Appendix D.

10.3 PUBLIC HEARING AND ADOPTION

The City has encouraged community and public interest involvement in the UWMP update through the use of mailings, public meetings, and web-based communication. Copies of the City's outreach efforts are included in Appendix D.

The public hearings provided an opportunity for all City water users and the general public to become familiar with the UWMP and ask questions about its water supply, in addition to the City's continuing plans for providing a reliable, safe, high-quality water supply. The adoption, implementation and economic impact of revised water use targets (described in Chapter 5) was also discussed. Hard copies of the draft UWMP were made available for public inspection at the City's Municipal Services Department during normal business hours and at the Turlock Public Library. An electronic version was placed on the City's website: http://www.cityofturlock.org/.

10.3.1 Adoption

This UWMP was adopted by the City Council on June 14, 2016 [tentatively]. A copy of the adopted resolution is provided in Appendix K.

10.4 UWMP SUBMITTAL

A copy of this 2015 UWMP will be submitted to DWR within 30 days of adoption and by July 1, 2016. The adopted 2015 UWMP will be submitted electronically to DWR using the WUEdata submittal tool. A CD or hardcopy of the adopted 2015 UWMP will also be submitted to the California State Library.

No later than 30 days after adoption, a copy of the adopted 2015 UWMP, including the Water Shortage Contingency Plan, will be provided to the cities and counties to which the City provides water.

10.5 PUBLIC AVAILABILITY

Upon submittal to DWR, hard copies of this UWMP will be available for public review at the City's Municipal Services Department during normal business hours and at the Turlock Public Library. An electronic copy of this UWMP will also be available for review and download on the City's website: http://www.cityofturlock.org/.

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10.6 UWMP IMPLEMENTATION

This UWMP will be the source document for any Senate Bill 610 Water Supply Assessments or Senate Bill 221 Water Supply Verifications required for any proposed projects between 2016 and 2020 that are subject to California Environmental Quality Act (CEQA) and would demand an amount of water equivalent or greater than the amount of water required by a 500 dwelling unit project. This UWMP will also be used for regulatory compliance and provide guidance on development of new local supplies and implementation of water conservation programs and recycled water expansion to meet the requirements of the Act.

10.7 AMENDING AN ADOPTED UWMP

If the City amends its 2015 UWMP, copies of amendments or changes to the plans will be submitted to DWR, the California State Library, and any city or county within which the City provides water supplies within 30 days after adoption.

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APPENDIX A

Legislative Requirements

- California Water Code – Urban Water Management Planning
- California Water Code – Sustainable Water Use and Demand Reduction

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California Water Code
Urban Water Management Planning

California Water Code Division 6, Part 2.6.
Chapter 1. General Declaration and Policy §10610-10610.4
Chapter 2. Definitions §10611-10617
Chapter 3. Urban Water Management Plans
Article 1. General Provisions §10620-10621
Article 2. Contents of Plans §10630-10634
Article 2.5. Water Service Reliability §10635
Article 3. Adoption And Implementation of Plans §10640-10645
Chapter 4. Miscellaneous Provisions §10650-10656

Chapter 1. General Declaration and Policy

SECTION 10610-10610.4

10610. This part shall be known and may be cited as the "Urban Water Management Planning Act."

10610.2. (a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

10610.4. The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

Chapter 2. Definitions

SECTION 10611-10617

10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

10611.5. “Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

10612. "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

10613. "Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

10615. "Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses,

reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616. "Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

10616.5. "Recycled water" means the reclamation and reuse of wastewater for beneficial use.

10617. "Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

Chapter 3. Urban Water Management Plans

Article 1. General Provisions

SECTION 10620-10621

10620. (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that

share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621. (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero, except as provided in subdivision (d).

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

(d) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.

Article 2. Contents of Plan

SECTION 10630-10634

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of

water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) (1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:

(A) An average water year.

(B) A single-dry water year.

(C) Multiple-dry water years.

(2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

(d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(3) (A) For the 2015 urban water management plan update, the distribution system water loss shall be quantified for the most recent 12-month period available. For all subsequent updates, the distribution system water loss shall be quantified for each of the five years preceding the plan update.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(4) (A) If available and applicable to an urban water supplier, water use projections may display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

(g) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water

use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(h) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

(i) For purposes of this part, urban water suppliers that are members of the California Urban Water Conservation Council shall be deemed in compliance with the requirements of subdivision (f) by complying with all the provisions of the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated December 10, 2008, as it may be amended, and by submitting the annual reports required by Section 6.2 of that memorandum.

(j) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

10631.1. (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

10631.2. (a) In addition to the requirements of Section 10631, an urban water management plan may, but is not required to, include any of the following information:

(1) An estimate of the amount of energy used to extract or divert water supplies.

(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.

(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.

(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

10631.5. (a) (1) Beginning January 1, 2009, the terms of, and eligibility for, a water management grant or loan made to an urban water supplier and awarded or administered by the department, state board, or California Bay-Delta Authority or its successor agency shall be conditioned on the implementation of the water demand management measures described in Section 10631, as determined by the department pursuant to subdivision (b).

(2) For the purposes of this section, water management grants and loans include funding for programs and projects for surface water or groundwater storage, recycling, desalination, water conservation, water supply reliability, and water supply augmentation. This section does not apply to water management projects funded by the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

(3) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if the urban water supplier has

submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the water demand management measures. The supplier may request grant or loan funds to implement the water demand management measures to the extent the request is consistent with the eligibility requirements applicable to the water management funds.

(4) (A) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if an urban water supplier submits to the department for approval documentation demonstrating that a water demand management measure is not locally cost effective. If the department determines that the documentation submitted by the urban water supplier fails to demonstrate that a water demand management measure is not locally cost effective, the department shall notify the urban water supplier and the agency administering the grant or loan program within 120 days that the documentation does not satisfy the requirements for an exemption, and include in that notification a detailed statement to support the determination.

(B) For purposes of this paragraph, "not locally cost effective" means that the present value of the local benefits of implementing a water demand management measure is less than the present value of the local costs of implementing that measure.

(b) (1) The department, in consultation with the state board and the California Bay-Delta Authority or its successor agency, and after soliciting public comment regarding eligibility requirements, shall develop eligibility requirements to implement the requirement of paragraph (1) of subdivision (a). In establishing these eligibility requirements, the department shall do both of the following:

(A) Consider the conservation measures described in the Memorandum of Understanding Regarding Urban Water Conservation in California, and alternative conservation approaches that provide equal or greater water savings.

(B) Recognize the different legal, technical, fiscal, and practical roles and responsibilities of wholesale water suppliers and retail water suppliers.

(2) (A) For the purposes of this section, the department shall determine whether an urban water supplier is implementing all of the water demand management measures described in Section 10631 based on either, or a combination, of the following:

(i) Compliance on an individual basis.

(ii) Compliance on a regional basis. Regional compliance shall require participation in a regional conservation program consisting of two or more urban water suppliers that achieves the level of conservation or water efficiency savings equivalent to the amount of conservation or savings achieved if each of the participating urban water suppliers implemented the water demand management measures. The urban water supplier administering the regional program shall provide participating urban water suppliers and the department with data to demonstrate that the regional program is consistent with this clause. The department shall review the data to determine whether the urban water suppliers in the regional program are meeting the eligibility requirements.

(B) The department may require additional information for any determination pursuant to this section.

(3) The department shall not deny eligibility to an urban water supplier in compliance with the requirements of this section that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the water demand management measures described in Section 10631.

(c) In establishing guidelines pursuant to the specific funding authorization for any water management grant or loan program subject to this section, the agency administering the grant or loan program shall include in the guidelines the eligibility requirements developed by the department pursuant to subdivision (b).

(d) Upon receipt of a water management grant or loan application by an agency administering a grant and loan program subject to this section, the agency shall request an eligibility determination from the department with respect to the requirements of this section. The department shall respond to the request within 60 days of the request.

(e) The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities. In addition, for urban water suppliers that are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California and submit biennial reports to the California Urban Water Conservation Council in accordance with the memorandum, the department may use these reports to assist in tracking the implementation of water demand management measures.

(f) This section shall remain in effect only until July 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before July 1, 2016, deletes or extends that date.

10631.7. The department, in consultation with the California Urban Water Conservation Council, shall convene an independent technical panel to provide information and recommendations to the department and the Legislature on new demand management measures, technologies, and approaches. The panel shall consist of no more than seven members, who shall be selected by the department to reflect a balanced representation of experts. The panel shall have at least one, but no more than two, representatives from each of the following: retail water suppliers, environmental organizations, the business community, wholesale water suppliers, and academia. The panel shall be convened by January 1, 2009, and shall report to the Legislature no later than January 1, 2010, and every five years thereafter. The department shall review the panel report and include in the final report to the Legislature the department's recommendations and comments regarding the panel process and the panel's recommendations.

10632. (a) The plan shall provide an urban water shortage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier:

(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions that are applicable to each stage.

(2) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

(3) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

(4) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(5) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are

appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

(6) Penalties or charges for excessive use, where applicable.

(7) An analysis of the impacts of each of the actions and conditions described in paragraphs (1) to (6), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

(8) A draft water shortage contingency resolution or ordinance.

(9) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

(b) Commencing with the urban water management plan update due July 1, 2016, for purposes of developing the water shortage contingency analysis pursuant to subdivision (a), the urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5. Water Service Reliability

SECTION 10635

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans

SECTION 10640-10645

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

10641. An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area.

After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644. (a) (1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

(b) (1) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part.

The report prepared by the department shall identify the exemplary elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.

(2) A report to be submitted pursuant to paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(c) (1) For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section 10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5.

(2) The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).

(3) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

10645. Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Chapter 4. Miscellaneous Provisions

SECTION 10650-10656

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

10651. In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

10653. The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

10654. An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the "Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

10656. An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26

(commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.

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California Water Code
Sustainable Water Use and Demand Reduction

California Water Code Division 6, Part 2.55.

Chapter 1. General Declarations and Policy §10608-10608.8
Chapter 2. Definitions §10608.12
Chapter 3. Urban Retail Water Suppliers §10608.16-10608.44
Chapter 4. Agricultural Water Suppliers §10608.48
Chapter 5. Sustainable Water Management §10608.50
Chapter 6 Standardized Data Collection §10608.52
Chapter 7 Funding Provisions §10608.56-10608.60
Chapter 8 Quantifying Agricultural Water Use Efficiency §10608.64

Chapter 1. General Declarations and Policy

SECTION 10608-10608.8

10608. The Legislature finds and declares all of the following:

(a) Water is a public resource that the California Constitution protects against waste and unreasonable use.

(b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

(e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.

(f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

(g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

(h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

(i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

10608.4. It is the intent of the Legislature, by the enactment of this part, to do all of the following:

(a) Require all water suppliers to increase the efficiency of use of this essential resource.

(b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.

(c) Measure increased efficiency of urban water use on a per capita basis.

(d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

(f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

(g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.

(h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.

(i) Require implementation of specified efficient water management practices for agricultural water suppliers.

(j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.

(k) Advance regional water resources management.

10608.8. (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to

January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2 Definitions

SECTION 10608.12

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.

(b) "Base daily per capita water use" means any of the following:

(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(c) "Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

(d) "Commercial water user" means a water user that provides or distributes a product or service.

(e) "Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(f) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(g) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

(2) The net volume of water that the urban retail water supplier places into long-term storage.

(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.

(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(h) "Industrial water user" means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(i) "Institutional water user" means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(j) "Interim urban water use target" means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

(k) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.

(l) "Process water" means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.

(m) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:

(1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:

(A) Metered.

(B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.

(C) Treated to a minimum tertiary level.

(D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.

(2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.

(n) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(o) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(p) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(q) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.

(r) "Urban wholesale water supplier," means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3 Urban Retail Water Suppliers

SECTION 10608.16-10608.44

10608.16.(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

(b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

10608.20.(a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

(2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

(b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

(2) The per capita daily water use that is estimated using the sum of the following performance standards:

(A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.

(B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

(C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.

(3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.

(4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

(C) Provide flexibility to communities and regions in meeting the targets.

(D) Consider different levels of per capita water use according to plant water needs in different regions.

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

(c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method

described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

(d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

(h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:

(A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.

(B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

(i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the

Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

(j) (1) An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow the use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

(2) An urban wholesale water supplier whose urban water management plan prepared pursuant to Part 2.6 (commencing with Section 10610) was due and not submitted in 2010 is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water supplier and urban retail water suppliers.

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph(3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

10608.24.(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

(b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.

(c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.

(d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.
(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.

(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in

paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

(e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

(f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.

(2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

10608.26.(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

(b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.

(c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the conservation of that military installation under federal Executive Order 13514.

(d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit

an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

(2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

10608.28.(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

(1) Through an urban wholesale water supplier.

(2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).

(3) Through a regional water management group as defined in Section 10537.

(4) By an integrated regional water management funding area.

(5) By hydrologic region.

(6) Through other appropriate geographic scales for which computation methods have been developed by the department.

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

10608.32. All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

10608.36. Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans

submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

10608.42.(a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

(b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

(a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.

(b) Evaluation of water demands for manufacturing processes, goods, and cooling.

(c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.

(d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.

(e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

10608.44. Each state agency shall reduce water use at facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

Chapter 4 Agricultural Water Suppliers

SECTION 10608.48

10608.48.(a) On or before July 31, 2012, an agricultural water supplier shall implement efficient water management practices pursuant to subdivisions (b) and (c).

(b) Agricultural water suppliers shall implement all of the following critical efficient management practices:

(1) Measure the volume of water delivered to customers with sufficient accuracy to comply with subdivision (a) of Section 531.10 and to implement paragraph (2).

(2) Adopt a pricing structure for water customers based at least in part on quantity delivered.

(c) Agricultural water suppliers shall implement additional efficient management practices, including, but not limited to, practices to accomplish all of the following, if the measures are locally cost effective and technically feasible:

(1) Facilitate alternative land use for lands with exceptionally high water duties or whose irrigation contributes to significant problems, including drainage.

(2) Facilitate use of available recycled water that otherwise would not be used beneficially, meets all health and safety criteria, and does not harm crops or soils.

(3) Facilitate the financing of capital improvements for on-farm irrigation systems.

(4) Implement an incentive pricing structure that promotes one or more of the following goals:

(A) More efficient water use at the farm level.

(B) Conjunctive use of groundwater.

(C) Appropriate increase of groundwater recharge.

(D) Reduction in problem drainage.

(E) Improved management of environmental resources.

(F) Effective management of all water sources throughout the year by adjusting seasonal pricing structures based on current conditions.

(5) Expand line or pipe distribution systems, and construct regulatory reservoirs to increase distribution system flexibility and capacity, decrease maintenance, and reduce seepage.

(6) Increase flexibility in water ordering by, and delivery to, water customers within operational limits.

(7) Construct and operate supplier spill and tailwater recovery systems.

(8) Increase planned conjunctive use of surface water and groundwater within the supplier service area.

(9) Automate canal control structures.

(10) Facilitate or promote customer pump testing and evaluation.

(11) Designate a water conservation coordinator who will develop and implement the water management plan and prepare progress reports.

(12) Provide for the availability of water management services to water users. These services may include, but are not limited to, all of the following:

(A) On-farm irrigation and drainage system evaluations.

(B) Normal year and real-time irrigation scheduling and crop evapotranspiration information.

(C) Surface water, groundwater, and drainage water quantity and quality data.

(D) Agricultural water management educational programs and materials for farmers, staff, and the public.

(13) Evaluate the policies of agencies that provide the supplier with water to identify the potential for institutional changes to allow more flexible water deliveries and storage.

(14) Evaluate and improve the efficiencies of the supplier's pumps.

(d) Agricultural water suppliers shall include in the agricultural water management plans required pursuant to Part 2.8 (commencing with Section 10800) a report on which efficient water management practices have been implemented and are planned to be implemented, an estimate of the water use efficiency improvements that have occurred since the last report, and an estimate of the water use efficiency improvements estimated to occur five and 10 years in the future. If an agricultural water supplier determines that an efficient water management practice is not locally cost effective or technically feasible, the supplier shall submit information documenting that determination.

(e) The data shall be reported using a standardized form developed pursuant to Section 10608.52.

(f) An agricultural water supplier may meet the requirements of subdivisions (d) and (e) by submitting to the department a water conservation plan submitted to the United States Bureau of Reclamation that meets the requirements described in Section 10828.

(g) On or before December 31, 2013, December 31, 2016, and December 31, 2021, the department, in consultation with the board, shall submit to the Legislature a report on the agricultural efficient water management practices that have been implemented and are planned to be implemented and an assessment of the manner in which the implementation of those efficient water management practices has affected and will affect agricultural operations, including estimated water use efficiency improvements, if any.

(h) The department may update the efficient water management practices required pursuant to subdivision (c), in consultation with the Agricultural Water Management Council, the United States Bureau of Reclamation, and the board. All efficient water management practices for agricultural water use pursuant to this chapter shall be adopted or revised by the department only after the department conducts public hearings to allow participation of the diverse geographical areas and interests of the state.

(i) (1) The department shall adopt regulations that provide for a range of options that agricultural water suppliers may use or implement to comply with the measurement requirement in paragraph (1) of subdivision (b).

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

Chapter 5 Sustainable Water Management

Section 10608.50

10608.50.(a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:

(1) Revisions to the requirements for urban and agricultural water management plans.

(2) Revisions to the requirements for integrated regional water management plans.

(3) Revisions to the eligibility for state water management grants and loans.

(4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.

(5) Increased funding for research, feasibility studies, and project construction.

(6) Expanding technical and educational support for local land use and water management agencies.

(b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

Chapter 6 Standardized Data Collection

SECTION 10608.52

10608.52.(a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.

(b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

Chapter 7 Funding Provisions

Section 10608.56-10608.60

10608.56.(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.

(f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 108~~0~~0), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).

10608.60.(a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.

(b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

Chapter 8 Quantifying Agricultural Water Use Efficiency

SECTION 10608.64

10608.64. The department, in consultation with the Agricultural Water Management Council, academic experts, and other stakeholders, shall develop a methodology for quantifying the efficiency of agricultural water use. Alternatives to be assessed shall include, but not be limited to, determination of efficiency levels based on crop type or irrigation system distribution uniformity. On or before December 31, 2011, the department shall report to the Legislature on a proposed methodology and a plan for implementation. The plan shall include the estimated implementation costs and the types of data needed to support the methodology. Nothing in this section authorizes the department to implement a methodology established pursuant to this section.

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APPENDIX B

DWR UWMP Tables

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Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
CA5010019	City of Turlock	18,686	5,675
	TOTAL	18,686	5,675

NOTES: Volumes are in MG.
Total volume supplied includes both potable and raw water supplies.

Table 2-2: Plan Identification		
Select Only One	**Type of Plan**	**Name of RUWMP or Regional Alliance** *if applicable*
☑	**Individual UWMP**	
☐	**Regional Urban Water Management Plan (RUWMP)**	
NOTES:		

Table 2-3: Agency Identification	
Type of Agency (select one or both)	
☐	Agency is a wholesaler
☑	Agency is a retailer
Fiscal or Calendar Year (select one)	
☑	UWMP Tables Are in Calendar Years
☐	UWMP Tables Are in Fiscal Years
Units of Measure Used in UWMP	
Unit	MG
NOTES:	

Table 2-4 Retail: Water Supplier Information Exchange
The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.
Turlock Irrigation District

Table 3-1 Retail: Population - Current and Projected						
Population Served	2015[a]	2020[b]	2025[b]	2030[b]	2035[b]	2040*(opt)* [b]
	71,043	79,016	87,883	97,746	108,715	120,915

NOTES:
(a) Source: Department of Finance.
(b) Future population growth assumes an annual 2.15% growth rate based on the Turlock 2012 General Plan.

Table 4-1 Retail: Demands for Potable and Raw Water - Actual			
Use Type	2015 Actual		
	Additional Description *(as needed)*	Level of Treatment When Delivered	Volume
Single Family		Drinking Water	2,495
Multi-Family		Drinking Water	560
Commercial		Drinking Water	533
Industrial		Drinking Water	1,075
Landscape		Drinking Water	269
Institutional/Governmental		Drinking Water	106
Other	City Meters (non-billed)	Drinking Water	82
Other	Unmetered water	Drinking Water	443
Other	Park Wells	Raw Water	113
		TOTAL	5,675
NOTES: Volumes are in MG.			

Table 4-2 Retail: Demands for Potable and Raw Water - Projected						
Use Type	Additional Description *(as needed)*	Projected Water Use				
		2020	2025	2030	2035	2040-opt
Single Family		3,323.0	3,695.9	4,110.7	4,572.0	5,085.1
Multi-Family		766.7	852.8	948.5	1,054.9	1,173.3
Commercial		625.7	696.0	774.1	860.9	957.5
Industrial		1,161.3	1,291.6	1,436.5	1,597.7	1,777.0
Landscape		434.9	483.7	537.9	598.3	665.5
Institutional/Governmental		171.4	190.6	212.0	235.8	262.2
Other	City Meters (non-billed)	103.9	115.6	128.6	143.0	159.0
Other	Unmetered Water	1,725.9	1,919.6	2,135.0	2,374.6	2,641.1
Other	Parks Non-Potable Wells	148.7	148.7	148.7	148.7	148.7
	TOTAL	8,461.5	9,394.4	10,432.0	11,586.0	12,869.6

NOTES: Volumes are in MG.
Projections are based on 2012 percentage by water use sector.

Table 4-3 Retail: Total Water Demands						
	2015	2020	2025	2030	2035	2040 *(opt)*
Potable and Raw Water *From Tables 4-1 and 4-2*	5,675	8,462	9,394	10,432	11,586	12,870
Recycled Water Demand *From Table 6-4*	360	4,248	4,611	4,992	5,264	5,559
TOTAL WATER DEMAND	6,035	12,710	14,005	15,424	16,850	18,429
**Recycled water demand fields will be blank until Table 6-4 is complete.*						
NOTES: Volumes are in MG.						

Table 4-4 Retail: 12 Month Water Loss Audit Reporting	
Reporting Period Start Date	Volume of Water Loss
01/2013	896.4
** Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet.*	
NOTES: Volumes are in MG.	

Table 4-5 Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook)	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc… utilized in demand projections are found.	Section 4.4
Are Lower Income Residential Demands Included In Projections?	Yes
NOTES:	

Table 5-1 Baselines and Targets Summary *Retail Agency or Regional Alliance Only*					
Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	*1997*	*2006*	*356*	*320*	*284*
5 Year	*2003*	*2007*	*352*		
*All values are in Gallons per Capita per Day (GPCD).					
NOTES:					

Table 5-2: 2015 Compliance
*Retail Agency or Regional Alliance Only**

Actual 2015 GPCD	2015 Interim Target GPCD	**Optional Adjustments to 2015 GPCD** *From Methodology 8*					2015 GPCD *(Adjusted if applicable)*	Did Supplier Achieve Targeted Reduction for 2015? Y/N
		Extraordinary Events	Economic Adjustment	Weather Normalization	TOTAL Adjustments	Adjusted 2015 GPCD		
215	320				0	215	215	Yes

**All values are in Gallons per Capita per Day (GPCD).*

NOTES: Volumes are in MG.

Table 6-1 Retail: Groundwater Volume Pumped						
☐	Supplier does not pump groundwater. The supplier will not complete the table below.					
Groundwater Type	Location or Basin Name	2011	2012	2013	2014	2015
Alluvial Basin	Turlock Subbasin within the San Joaquin Valley Groundwater Basin	6,847	7,161	7,595	6,710	5,675
	TOTAL	6,847	7,161	7,595	6,710	5,675
NOTES: Volumes are in MG.						

Table 6-2 Retail: Wastewater Collected Within Service Area in 2015						
☐	There is no wastewater collection system. The supplier will not complete the table below.					
	Percentage of 2015 service area covered by wastewater collection system *(optional)*					
	Percentage of 2015 service area population covered by wastewater collection system *(optional)*					
Wastewater Collection			**Recipient of Collected Wastewater**			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2015	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area?	Is WWTP Operation Contracted to a Third Party?
City of Turlock	Estimated	3,413	City of Turlock	Turlock Regional Water Quality Control Facility	Yes	No
Total Wastewater Collected from Service Area in 2015:		3,413				

NOTES: Volumes are in MG.
Wastewater generated outside the City's service area, including wastewater from Community Service Districts of Keyes and Denair and the City of Ceres, is treated within the City's service area.

Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2015										
☑	No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.									
							2015 volumes			
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number *(optional)*	Method of Disposal	Does This Plant Treat Wastewater Generated Outside the Service Area?	Treatment Level	Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area
Turlock Regional Water Quality Control Facility	Harding Drain Bypass Pipeline	San Joaquin River		River or creek outfall	Yes	Tertiary	3,413	3,038	360	0
						Total	3,413	3,038	360	0

NOTES: Volumes are in MG.
There is a difference between the volume of treated wastewater and the volume discharged and recycled because some of the treated wastewater remains at the RWQCF for onsite purposes.

Table 6-4 Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area								
☐	Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.							
Name of Agency Producing (Treating) the Recycled Water:		City of Turlock						
Name of Agency Operating the Recycled Water Distribution System:		City of Turlock						
Beneficial Use Type	General Description of 2015 Uses	Level of Treatment	2015	2020	2025	2030	2035	2040 (opt)
Agricultural irrigation	Turlock Irrigation District	Tertiary	0	652	652	652	652	652
Agricultural irrigation	Del Puerto Water District	Tertiary	0	3,071	3,304	3,556	3,828	4,123
Landscape irrigation (excludes golf courses)	Irrigation at Pedretti Sports Fields	Tertiary	18	18	18	18	18	18
Golf course irrigation								
Commercial use								
Industrial use	Darling Ingredients International	Tertiary	0	37	37	37	37	37
Geothermal and other energy production	Walnut Energy Center Cooling Tower through TID	Tertiary	342	471	601	730	730	730
Seawater intrusion barrier								
Recreational impoundment								
Wetlands or wildlife habitat								
Groundwater recharge (IPR*)								
Surface water augmentation (IPR*)								
Direct potable reuse								
Other *(Provide General Description)*	Recycled Water Filling Stations	Tertiary	0	Varies	Varies	Varies	Varies	Varies
		Total:	360	4,248	4,611	4,992	5,264	5,559
**IPR - Indirect Potable Reuse*								

NOTES: Volumes are in MG.
The City will begin implementing its recycled water filling station program in 2016. The City has not set a limit on the amount of recycled water that can be trucked off-site other than 300 gallons per vehicle per trip. The City does not know how popular this new program will be and, therefore, is not sure what volume of recycled water to assume will be needed for this program in future years.

Table 6-5 Retail: 2010 UWMP Recycled Water Use Projection Compared to 2015 Actual			
☐	Recycled water was not used in 2010 nor projected for use in 2015. The supplier will not complete the table below.		
Use Type		2010 Projection for 2015	2015 actual use
Agricultural irrigation		0	0
Landscape irrigation (excludes golf courses)		20	18
Golf course irrigation		0	0
Commercial use		0	0
Industrial use		0	0
Geothermal and other energy production		380	342
Seawater intrusion barrier		0	0
Recreational impoundment		0	0
Wetlands or wildlife habitat		0	0
Groundwater recharge (IPR)		0	0
Surface water augmentation (IPR)		0	0
Direct potable reuse		0	0
Other	*Type of Use*	0	0
	Total	400	360
NOTES: Volumes are in MG.			

Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
☐	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Page 6-9	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use
Recycled Water to TID	Agriculture Irrigation	2018	652
Recycled Water to Del Puerto Water District	Agriculture Irrigation	2018	3,071
Recycled Water to Darling Ingredients International	Industrial	2016	37
Recycled Water for Filling Stations	Residential or Commercial	2016	Varies
		Total	3,760

NOTES: Volumes are in MG.
The City will begin implementing its recycled water filling station program in 2016. The City has not set a limit on the amount of recycled water that can be hauled off-site other than 300 gallons per vehicle per trip. The City does not know how popular this new program will be and, therefore, is not sure what volume of recycled water to assume will be needed for this program in future years.

Table 6-7 Retail: Expected Future Water Supply Projects or Programs						
☐	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
☐	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
Page 6-1	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other agencies?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Agency
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Average Year	15 MGD
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Single-Dry Year	15 MGD
Stanislaus Regional Surface Water Supply Project	Yes	Stanislaus Regional Water Authority		2020	Multi-Dry Year	15 MGD

Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2015		
		Actual Volume	Water Quality	Total Right or Safe Yield *(optional)*
Groundwater	City's domestic supply wells	5,562	Drinking Water	
Groundwater	Non-potable park irrigation water	113	Raw Water	
Recycled Water		360	Recycled Water	
	Total	6,035		0
NOTES: Volumes are in MG.				

Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	**Projected Water Supply** *Report To the Extent Practicable*									
		2020		**2025**		**2030**		**2035**		**2040** *(opt)*	
		Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*	Reasonably Available Volume	Total Right or Safe Yield *(optional)*
Groundwater		2,987		3,919		4,957		6,111		7,395	
Surface water		5,475		5,475		5,475		5,475		5,475	
Recycled Water		4,248		4,611		4,992		5,264		5,559	
	Total	12,710	0	14,005	0	15,424	0	16,850	0	18,429	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

Table 7-1 Retail: Basis of Water Year Data			
Year Type	**Base Year** *If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000*	**Available Supplies if Year Type Repeats**	
		☐ Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____	
		☑ Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available	**% of Average Supply**
Average Year	1992	-	100%
Single-Dry Year	1999	-	100%
Multiple-Dry Years 1st Year	1987	-	100%
Multiple-Dry Years 2nd Year	1988	-	100%
Multiple-Dry Years 3rd Year	1989	-	100%
NOTES: Volumes are in MG. In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.			

Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040 *(Opt)*
Supply totals *(autofill from Table 6-9)*	12,710	14,005	15,424	16,850	18,429
Demand totals *(autofill from Table 4-3)*	12,710	14,005	15,424	16,850	18,429
Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040 (Opt)
Supply totals	12,710	14,005	15,424	16,850	18,428
Demand totals	12,710	14,005	15,424	16,850	18,428
Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2020	2025	2030	2035	2040 (Opt)
First year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0
Second year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0
Third year	Supply totals	12,710	14,005	15,424	16,850	18,428
	Demand totals	12,710	14,005	15,424	16,850	18,428
	Difference	0	0	0	0	0

NOTES: Volumes are in MG.
In all year types, if demand cannot be met from Surface Water and Recycled Water alone, it is assumed that groundwater will supply all remaining demand.
The City assumes 5,475 MG of surface water from the Stanislaus Regional Water Supply Project will be available by 2020, however the project is still in the planning phase and this water may not be available until a later date.

Table 8-1 Retail Stages of Water Shortage Contingency Plan		
Stage	Complete Both	
	Percent Supply Reduction[1] *Numerical value as a percent*	Water Supply Condition (*Narrative description)*
I	10%	Turlock Municipal Code Section 6-7-405(a)
II	20%	Turlock Municipal Code Section 6-7-405(b)
III	30%	Turlock Municipal Code Section 6-7-405(c)
IV	50%	Turlock Municipal Code Section 6-7-405(d)
[1] *One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.*		
NOTES: Includes updates per Ordinance No. 1222-CS approved April 12, 2016.		

Table 8-2 Retail Only: Restrictions and Prohibitions on End Uses			
Stage	Restrictions and Prohibitions on End Users	Additional Explanation or Reference *(optional)*	Penalty, Charge, or Other Enforcement?
N/A	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-301(a)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(b)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(c)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(d)	Yes
N/A	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-301(e)	Yes
N/A	Landscape - Prohibit certain types of landscape irrigation	Turlock Municipal Code: 6-7-302(a)	Yes
N/A	Other - Prohibit use of potable water for washing hard surfaces	Turlock Municipal Code: 6-7-302(b)	Yes
N/A	Other water feature or swimming pool restriction	Turlock Municipal Code: 6-7-302(c)	Yes
N/A	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-302(d)	Yes
N/A	Landscape - Restrict or prohibit runoff from landscape irrigation	Turlock Municipal Code: 6-7-408(b)	Yes
N/A	Landscape - Other landscape restriction or prohibition	Turlock Municipal Code: 6-7-408(c); Prohibit outdoor landscape watering during, and 48 hours after, rain	Yes
N/A	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-408(d); Wash vehicles, boats, or equipment during designated times and/or use an open hose equipped with a quick-action automatic shut-off valve	Yes
N/A	Other - Prohibit use of potable water for washing hard surfaces	Turlock Municipal Code: 6-7-408(e)	Yes
N/A	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Turlock Municipal Code: 6-7-408(f)	Yes
N/A	Other	Turlock Municipal Code: 6-7-408(g); evaporative coolers must be equipped with a recirculating pump	Yes
1	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(a)(1)	Yes
1	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(a)(2)	Yes
1	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-405(a)(4); Residential vehicle washing requires a quick-acting automatic positive shut-off valve and is limited to one washing per week during designated watering times.	Yes
2	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(b)(1)	Yes
2	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(b)(2)	Yes
2	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(b)(3); Large commercial landscapes and City parks limited to irrigation two days per week	Yes
2	Other - Require automatic shut of hoses	Turlock Municipal Code: 6-7-405(b)(4); Residential vehicle washing requires a quick-acting automatic positive shut-off valve and is limited to one washing per week during designated watering times.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Turlock Municipal Code: 6-7-405(b)(5)	Yes
3	Landscape - Limit landscape irrigation to specific days	Turlock Municipal Code: 6-7-405(c)(1)	Yes
3	Landscape - Limit landscape irrigation to specific times	Turlock Municipal Code: 6-7-405(c)(2)	Yes
3	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(c)(2); Large commercial landscapes and City parks limited to irrigation one day per week	Yes
3	Other water feature or swimming pool restriction	Turlock Municipal Code: 6-7-405(c)(4); Filling newly constructed or drained swimming pools is prohibited.	Yes
3	Other - Prohibit use of potable water for construction and dust control	Turlock Municipal Code: 6-7-405(c)(5)	Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Turlock Municipal Code: 6-7-405(c)(6)	Yes
3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Turlock Municipal Code: 6-7-405(c)(7)	Yes
4	Landscape - Prohibit all landscape irrigation	Turlock Municipal Code: 6-7-405(d)(1)	Yes
4	CII - Other CII restriction or prohibition	Turlock Municipal Code: 6-7-405(d)(2); Industry and commercial businesses must curtail consumption in order to maintain adequate supplies of water for health and safety	Yes
NOTES: Per Turlock Municipal Code and Corresponding Ordinances.			

Table 8-3 Retail Only: Stages of Water Shortage Contingency Plan - Consumption Reduction Methods		
Stage	Consumption Reduction Methods by Water Supplier	Additional Explanation or Reference *(optional)*
All Stages	Offer Water Use Surveys	Section 9.3.1
All Stages	Provide Rebates on Plumbing Fixtures and Devices	Section 9.3.2 & 9.3.3
NOTES:		

Table 8-4 Retail: Minimum Supply Next Three Years			
	2016	2017	2018
Available Water Supply	6,850	6,997	7,148
NOTES: Volumes are in MG.			

Table 10-1 Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
City of Turlock	☑	☑
County Name	60 Day Notice	Notice of Public Hearing
Stanislaus County	☑	☑

APPENDIX C

DWR UWMP Checklist

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Appendix C. Urban Water Management Plan Checklist Checklist Arranged by Subject				
CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location
10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1	**Section 2.1 (page 2-1)**
10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.5.2	**Section 2.5 (page 2-3)**
10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	Plan Preparation	Section 2.5.2	**Section 2.5.2 (page 2-4)**
10631(a)	Describe the water supplier service area.	System Description	Section 3.1	**Section 3.2 (page 3-1)**
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	**Section 3.3 (page 3-1)**
10631(a)	Provide population projections for 2020, 2025, 2030, and 2035.	System Description	Section 3.4	**Section 3.4 (page 3-2)**
10631(a)	Describe other demographic factors affecting the supplier's water management planning.	System Description	Section 3.4	**Section 3.4.1 (page 3-3)**
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	**Section 3.4 (page 3-2)**
10631(e)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	**Section 4.2 (page 4-2)**
10631(e)(3)(A)	Report the distribution system water loss for the most recent 12-month period available.	System Water Use	Section 4.3	**Section 4.3 (page 4-4)**
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.5	**Section 4.5 (page 4-6);**
10608.20(b)	Retail suppliers shall adopt a 2020 water use target using one of four methods.	Baselines and Targets	Section 5.7 and App E	**Section 5.6 (page 5-4); Appendix H**
10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	Chapter 5 and App E	**Section 5.5, 5.6, 5.7 (page 5-3); Appendix H**
10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply is the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.7.2	**Section 5.6.1 (page 5-4); Appendix H**
10608.24(a)	Retail suppliers shall meet their interim target by December 31, 2015.	Baselines and Targets	Section 5.8 and App E	**Section 5.7 (page 5-5); Appendix H**
1608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	Section 5.8.2	**N/A**
10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1	**N/A**
10608.40	Retail suppliers shall report on their progress in meeting their water use targets. The data shall be reported using a standardized form.	Baselines and Targets	Section 5.8 and App E	**Section 5.7 (page 5-5); Appendix H**
10631(b)	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, 2030, and 2035.	System Supplies	Chapter 6	**Section 6.9 (page 6-14)**
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2	**Section 6.2 (page 6-1)**
10631(b)(1)	Indicate whether a groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.2	**Section 6.2 (page 6-1)**
10631(b)(2)	Describe the groundwater basin.	System Supplies	Section 6.2.1	**Section 6.2.1 (page 6-2)**
10631(b)(2)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.2	**Section 6.2.2 (page 6-3)**
10631(b)(2)	For unadjudicated basins, indicate whether or not the department has identified the basin as overdrafted, or projected to become overdrafted. Describe efforts by the supplier to eliminate the long-term overdraft condition.	System Supplies	Section 6.2.3	**Sections 6.2.2 and 6.2.3 (page 6-3)**

Appendix C. Urban Water Management Plan Checklist Checklist Arranged by Subject				
CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location
10631(b)(3)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years.	System Supplies	Section 6.2.4	**Section 6.2.7 (page 6-6)**
10631(b)(4)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Sections 6.2 and 6.9	**Sections 6.9 (page 6-14)**
10631(d)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.7	**Section 6.7 (page 6-13)**
10631(g)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years.	System Supplies	Section 6.8	**Section 6.8 (page 6-13)**
10631(i)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.6	**Section 6.6 (page 6-13)**
10631(j)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) – if any - with water use projections from that source.	System Supplies	Section 2.5.1	**Section 2.5.1 (page 2-3)**
10631(j)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1	**N/A**
10633	For wastewater and recycled water, coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.1	**Section 6.5.1 (page 6-8)**
10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area. Include quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	System Supplies (Recycled Water)	Section 6.5.2	**Section 6.5.2 (page 6-8)**
10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	Section 6.5.2.2	**Section 6.5.2 (page 6-8)**
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.3 and 6.5.4	**Section 6.5.3 (page 6-10)**
10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.5.4	**Section 6.5.4 (page 6-10)**
10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	Section 6.5.4	**Section 6.5.4 (page 6-10)**
10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	Section 6.5.5	**Section 6.5.5 (page 6-11)**
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.5	**Section 6.5.5 (page 6-11)**
10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.4	**Section 7.4 (page 7-9)**
10631(c)(1)	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage.	Water Supply Reliability Assessment	Section 7.1	**Section 7.1 (page 7-1)**
10631(c)(1)	Provide data for an average water year, a single dry water year, and multiple dry water years	Water Supply Reliability Assessment	Section 7.2	**Section 7.2 (page 7-5)**
10631(c)(2)	For any water source that may not be available at a consistent level of use, describe plans to supplement or replace that source.	Water Supply Reliability Assessment	Section 7.1	**Section 7.1 (page 7-1)**
10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1	**Section 7.1.3 (page 7-3)**
10635(a)	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.3	**Section 7.3 (page 7-7)**
10632(a) and 10632(a)(1)	Provide an urban water shortage contingency analysis that specifies stages of action and an outline of specific water supply conditions at each stage.	Water Shortage Contingency Planning	Section 8.1	**Section 8.1 (page 8-1); Appendix G**
10632(a)(2)	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency.	Water Shortage Contingency Planning	Section 8.9	**Section 8.9 (page 8-8)**
10632(a)(3)	Identify actions to be undertaken by the urban water supplier in case of a catastrophic interruption of water supplies.	Water Shortage Contingency Planning	Section 8.8	**Section 8.8 (page 8-7)**

Appendix C. Urban Water Management Plan Checklist Checklist Arranged by Subject				
CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location
10632(a)(4)	Identify mandatory prohibitions against specific water use practices during water shortages.	Water Shortage Contingency Planning	Section 8.2	**Section 8.2 (page 8-1)**
10632(a)(5)	Specify consumption reduction methods in the most restrictive stages.	Water Shortage Contingency Planning	Section 8.4	**Section 8.4 (page 8-6)**
10632(a)(6)	Indicated penalties or charges for excessive use, where applicable.	Water Shortage Contingency Planning	Section 8.3	**Section 8.3 (page 8-6)**
10632(a)(7)	Provide an analysis of the impacts of each of the actions and conditions in the water shortage contingency analysis on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts.	Water Shortage Contingency Planning	Section 8.6	**Section 8.6 (page 8-7)**
10632(a)(8)	Provide a draft water shortage contingency resolution or ordinance.	Water Shortage Contingency Planning	Section 8.7	**Section 8.7 (page 8-7); Appendix G**
10632(a)(9)	Indicate a mechanism for determining actual reductions in water use pursuant to the water shortage contingency analysis.	Water Shortage Contingency Planning	Section 8.5	**Section 8.5 (page 8-6)**
10631(f)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	Sections 9.2 and 9.3	**Section 9.2 (page 9-2)**
10631(f)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Sections 9.1 and 9.3	**N/A**
10631(j)	CUWCC members may submit their 2013-2014 CUWCC BMP annual reports in lieu of, or in addition to, describing the DMM implementation in their UWMPs. This option is only allowable if the supplier has been found to be in full compliance with the CUWCC MOU.	Demand Management Measures	Section 9.5	**Section 9.4 (page 9-7); Appendix K**
10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets.	Plan Adoption, Submittal, and Implementation	Section 10.3	**Section 10.3 (page 10-1); Appendix D**
10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	Section 10.2.1	**Section 10.2 (page 10-1); Appendix D**
10621(d)	Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.	Plan Adoption, Submittal, and Implementation	Sections 10.3.1 and 10.4	**Section 10.4 (page 10-2)**
10635(b)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 60 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	**Section 10.4 (page 10-2)**
10642	Provide supporting documentation that the urban water supplier made the plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan.	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	**Section 10.3 (page 10-2); Appendix D**
10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Sections 10.2.1	**Section 10.2 (page 10-1)**
10642	Provide supporting documentation that the plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	**Section 10.3.1 (page 10-2); Appendix L**
10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4.3	**Section 10.4 (page 10-2)**
10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	**Section 10.4 (page 10-2)**
10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Sections 10.4.1 and 10.4.2	**Sections 10.4 and 10.7 (page 10-2)**
10645	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5	**Section 10.5 (page 10-2)**

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APPENDIX D

Agency and Public Notices

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GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Dana S. Hertfelder
Director
Merced County Public Works Department
715 Martin Luther King Jr Way
Merced CA 95341

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Dana S. Hertfelder:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP update. The City will be reviewing the UWMP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to greynolds@turlock.ca.us.

Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Casey Hashimoto
General Manager
Turlock Irrigation District
PO Box 949
Turlock CA 95381-0949

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Casey Hashimoto:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Jim Holgersson
City Manager
City of Modesto
PO Box 642
Modesto CA 95353

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Jim Holgersson:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Toby E. Wells
City Manager
City of Ceres
2720 2nd St
Ceres CA 95307

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Toby E. Wells:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Raul L. Mendez
City Manager
City of Hughson
PO Box 9
Hughson CA 95326

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Raul L. Mendez:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. James G. Crecelius
Chairman
Eastside Water District
PO Box 280
Denair CA 95316

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. James G. Crecelius:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Ron Allen
Chairman
Denair Community Services District
3850 N Gratton Rd
Denair CA 95316

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Ron Allen:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Ernie Garza
General Manager
Keyes Community Services District
5601 7th St
Keyes CA 95328

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Ernie Garza:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

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Regulatory Affairs Manager

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REGULATORY AFFAIRS MANAGER
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MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Matthew J. Machado, P.E., L.S.
Director
Stanislaus County Public Works Department
1716 Morgan Rd
Modesto CA 95358

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Matthew J. Machado, P.E., L.S.:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

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Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Michael Brinton
Interim General Manager
Stanislaus Regional Water Authority
City of Ceres
2220 Magnolia St
Ceres CA 95307

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Michael Brinton:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

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Regulatory Affairs Manager

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REGULATORY AFFAIRS MANAGER
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MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Jim Alves, P.E.
Associate Civil Engineer
East Stanislaus Regional Water Management Partnership
City of Modesto
1010 Tenth St Ste 4600
Modesto CA 95343

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Jim Alves, P.E.:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Regulatory Affairs Manager

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REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Ms. Melody Maffei
Associate Vice President
Capital Planning & Facilities Management Services
California State University, Stanislaus
One University Cir CY 600
Turlock CA 95382

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Ms. Melody Maffei:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Sincerely,

Garner Reynolds
Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Ms. Debbie Liebersbach
President
Turlock Groundwater Basin Association
Turlock Irrigation District
PO Box 949
Turlock CA 95381-0949

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Ms. Debbie Liebersbach:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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REGULATORY AFFAIRS MANAGER
greynolds@turlock.ca.us

MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. Hicham Eltal
Deputy General Manager, Water Supply/Rights
Merced Irrigation District
744 W 20th St
Merced CA 95340

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Hicham Eltal:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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MUNICIPAL SERVICES DEPARTMENT

156 S BROADWAY Ste. 270 | TURLOCK CALIFORNIA 95380 | PHONE 209-668-5590 ext. 4407 | FAX 209-668-5695

February 4, 2016

Mr. John Davids
Modesto Irrigation District
PO Box 4060
Modesto CA 95352-4060

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. John Davids:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

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Regulatory Affairs Manager

GARNER REYNOLDS
REGULATORY AFFAIRS MANAGER
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MUNICIPAL SERVICES DEPARTMENT

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February 4, 2016

Mr. Michael I. Cooke
Interim City Manager
City of Turlock
156 S Broadway Suite 230
Turlock CA 95380

SUBJECT: Notice of Preparation of the City of Turlock's Urban Water Management Plan 2015 Update

Dear Mr. Michael I. Cooke:

The City of Turlock (City) is currently in the process of updating its Urban Water Management Plan ("UWMP"). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts.

As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP update. The City will be reviewing the UWMP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to greynolds@turlock.ca.us.

Sincerely,

Garner Reynolds
Regulatory Affairs Manager

APPENDIX E

SB X7-7 Tables

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SB X7-7 Table 0: Units of Measure Used in UWMP* *(select one from the drop down list)*
Million Gallons
**The unit of measure must be consistent with Table 2-3*
NOTES:

SB X7-7 Table-1: Baseline Period Ranges			
Baseline	**Parameter**	**Value**	**Units**
10- to 15-year baseline period	2008 total water deliveries	8,489	Million Gallons
	2008 total volume of delivered recycled water	361	Million Gallons
	2008 recycled water as a percent of total deliveries	4.25%	Percent
	Number of years in baseline period[1, 2]	10	Years
	Year beginning baseline period range	1997	
	Year ending baseline period range[3]	2006	
5-year baseline period	Number of years in baseline period	5	Years
	Year beginning baseline period range	2003	
	Year ending baseline period range[4]	2007	

[1] If the 2008 recycled water percent is less than 10 percent, then the first baseline period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first baseline period is a continuous 10- to 15-year period. [2] The Water Code requires that the baseline period is between 10 and 15 years. However, DWR recognizes that some water suppliers may not have the minimum 10 years of baseline data.

[3] The ending year must be between December 31, 2004 and December 31, 2010.

[4] The ending year must be between December 31, 2007 and December 31, 2010.

NOTES:

SB X7-7 Table 2: Method for Population Estimates	
Method Used to Determine Population (may check more than one)	
☑	**1. Department of Finance** (DOF) DOF Table E-8 (1990 - 2000) and (2000-2010) and DOF Table E-5 (2011 - 2015) when available
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: Service Area Population		
Year		**Population**
10 to 15 Year Baseline Population		
Year 1	1997	51,254
Year 2	1998	52,227
Year 3	1999	53,635
Year 4	2000	55,811
Year 5	2001	58,061
Year 6	2002	59,846
Year 7	2003	61,439
Year 8	2004	63,242
Year 9	2005	65,301
Year 10	2006	65,674
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
5 Year Baseline Population		
Year 1	2003	61,439
Year 2	2004	63,242
Year 3	2005	65,301
Year 4	2006	65,674
Year 5	2007	66,784
2015 Compliance Year Population		
2015		71,043
NOTES: Populations are from the Department of Finance		

SB X7-7 Table 4: Annual Gross Water Use *								
Baseline Year *Fm SB X7-7 Table 3*		**Volume Into Distribution System** *This column will remain blank until SB X7-7 Table 4-A is completed.*	**Deductions**					**Annual Gross Water Use**
			Exported Water	**Change in Dist. System Storage** (+/-)	**Indirect Recycled Water** *This column will remain blank until SB X7-7 Table 4-B is completed.*	**Water Delivered for Agricultural Use**	**Process Water** *This column will remain blank until SB X7-7 Table 4-D is completed.*	
10 to 15 Year Baseline - Gross Water Use								
Year 1	1997	6,852			-		-	6,852
Year 2	1998	6,179			-		-	6,179
Year 3	1999	6,930			-		-	6,930
Year 4	2000	7,464			-		-	7,464
Year 5	2001	7,489			-		-	7,489
Year 6	2002	8,184			-		-	8,184
Year 7	2003	8,186			-		-	8,186
Year 8	2004	8,299			-		-	8,299
Year 9	2005	8,293			-		-	8,293
Year 10	2006	8,255			-		-	8,255
Year 11	0	-			-		-	-
Year 12	0	-			-		-	-
Year 13	0	-			-		-	-
Year 14	0	-			-		-	-
Year 15	0	-			-		-	-
10 - 15 year baseline average gross water use								**7,613**
5 Year Baseline - Gross Water Use								
Year 1	2003	8,186			-		-	8,186
Year 2	2004	8,299			-		-	8,299
Year 3	2005	8,293			-		-	8,293
Year 4	2006	8,255			-		-	8,255
Year 5	2007	8,359			-		-	8,359
5 year baseline average gross water use								**8,278**
2015 Compliance Year - Gross Water Use								
2015		5,562	-		-		-	**5,562**

* NOTE that the units of measure must remain consistent throughout the UWMP, as reported in Table 2-3

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s)

Complete one table for each source.

Name of Source	Groundwater
This water source is:	
☑	The supplier's own water source
☐	A purchased or imported source

Baseline Year *Fm SB X7-7 Table 3*		Volume Entering Distribution System	Meter Error Adjustment* *Optional (+/-)*	Corrected Volume Entering Distribution System
10 to 15 Year Baseline - Water into Distribution System				
Year 1	1997	6,852		6,852
Year 2	1998	6,179		6,179
Year 3	1999	6,930		6,930
Year 4	2000	7,464		7,464
Year 5	2001	7,489		7,489
Year 6	2002	8,184		8,184
Year 7	2003	8,186		8,186
Year 8	2004	8,299		8,299
Year 9	2005	8,293		8,293
Year 10	2006	8,255		8,255
Year 11	0			-
Year 12	0			-
Year 13	0			-
Year 14	0			-
Year 15	0			-
5 Year Baseline - Water into Distribution System				
Year 1	2003	8,186		8,186
Year 2	2004	8,299		8,299
Year 3	2005	8,293		8,293
Year 4	2006	8,255		8,255
Year 5	2007	8,359		8,359
2015 Compliance Year - Water into Distribution System				
2015		5,562		5,562

** Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document*

NOTES: Although gross water use should include water entering the City's distribution system that is treated and untreated, the City did not start keeping records of non-potable park irrigation wells until 2008. Therefore, the 2015 volume number does not include the 113 Million Gallons of non-potable park irrigation water that was supplied in 2015 so that the comparison between 2015 and the 10 Year and 5 Year Baselines were most accurate.

SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD)				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Annual Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use (GPCD)
10 to 15 Year Baseline GPCD				
Year 1	1997	51,254	6,852	366
Year 2	1998	52,227	6,179	324
Year 3	1999	53,635	6,930	354
Year 4	2000	55,811	7,464	366
Year 5	2001	58,061	7,489	353
Year 6	2002	59,846	8,184	375
Year 7	2003	61,439	8,186	365
Year 8	2004	63,242	8,299	360
Year 9	2005	65,301	8,293	348
Year 10	2006	65,674	8,255	344
Year 11	0	-	-	
Year 12	0	-	-	
Year 13	0	-	-	
Year 14	0	-	-	
Year 15	0	-	-	
10-15 Year Average Baseline GPCD				**356**
5 Year Baseline GPCD				
Baseline Year *Fm SB X7-7 Table 3*		Service Area Population *Fm SB X7-7 Table 3*	Gross Water Use *Fm SB X7-7 Table 4*	Daily Per Capita Water Use
Year 1	2003	61,439	8,186	365
Year 2	2004	63,242	8,299	360
Year 3	2005	65,301	8,293	348
Year 4	2006	65,674	8,255	344
Year 5	2007	66,784	8,359	343
5 Year Average Baseline GPCD				**352**
2015 Compliance Year GPCD				
2015		71,043	5,562	**215**
NOTES:				

SB X7-7 Table 6: Gallons per Capita per Day *Summary From Table SB X7-7 Table 5*	
10-15 Year Baseline GPCD	356
5 Year Baseline GPCD	352
2015 Compliance Year GPCD	215
NOTES:	

SB X7-7 Table 7: 2020 Target Method *Select Only One*		
Target Method		Supporting Documentation
☑	Method 1	SB X7-7 Table 7A
☐	Method 2	SB X7-7 Tables 7B, 7C, and 7D
☐	Method 3	SB X7-7 Table 7-E
☐	Method 4	Method 4 Calculator
NOTES:		

SB X7-7 Table 7-A: Target Method 1 20% Reduction	
10-15 Year Baseline GPCD	**2020 Target GPCD**
356	**284**
NOTES:	

SB X7-7 Table 7-F: Confirm Minimum Reduction for 2020 Target			
5 Year Baseline GPCD *From SB X7-7 Table 5*	Maximum 2020 Target[1]	Calculated 2020 Target[2]	**Confirmed 2020 Target**
352	334	284	**284**

[1] Maximum 2020 Target is 95% of the 5 Year Baseline GPCD *[2] 2020 Target is calculated based on the selected Target Method, see SB X7-7 Table 7 and corresponding tables for agency's calculated target.*

NOTES:

SB X7-7 Table 8: 2015 Interim Target GPCD		
Confirmed 2020 Target *Fm SB X7-7 Table 7-F*	10-15 year Baseline GPCD *Fm SB X7-7 Table 5*	**2015 Interim Target GPCD**
284	356	**320**
NOTES:		

SB X7-7 Table 9: 2015 Compliance								
Actual 2015 GPCD	2015 Interim Target GPCD	Optional Adjustments *(in GPCD)* Enter "0" if Adjustment Not Used			TOTAL Adjustments	Adjusted 2015 GPCD	2015 GPCD *(Adjusted if applicable)*	**Did Supplier Achieve Targeted Reduction for 2015?**
		Extraordinary Events	Weather Normalization	Economic Adjustment				
215	320	*From Methodology 8 (Optional)*	*From Methodology 8 (Optional)*	*From Methodology 8 (Optional)*	-	215	215	**YES**
NOTES:								

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APPENDIX F

Water Conservation and Rationing Plan

- Ordinance No. 1209-CS
- Ordinance No. 1222-CS
- Turlock Municipal Code, Title 6, Chapter 7, Water Conservation and Education, Revised July 2015

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 7, REGARDING WATER CONSERVATION AND EDUCATION; TITLE 6, CHAPTER 5, SECTIONS 105(f), 114, 117(e), 701, AND 702(a) REGARDING WATER CONSERVATION MEASURES AND CONSTRUCTION WATER; AND TITLE 6, CHAPTER 6, SECTION 02(r) REGARDING CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION DEVICES	}	**ORDINANCE NO. 1209-CS**

WHEREAS, on April 25, 2014, the Governor of the State of California proclaimed a continued State of Emergency to exist throughout California due to the ongoing drought; and

WHEREAS, on April 14, 2015, the Turlock City Council proclaimed and supported the City's implementation of Stage 3 of the Water Shortage Plan; and

WHEREAS, the City of Turlock has determined it necessary to implement additional water conservation strategies to reduce overall water consumption and lessen the demand on local water supply; and

WHEREAS, the proposed language in Title 6 Chapter 7 Water Conservation and Education has been updated to be more consistent with the intent of the chapter, provide additional clarification, and to further promote water conservation strategies; and

WHEREAS, updates are necessary in Title 6 Chapters 5 and 6 regarding water meters, water conservation measures, construction water, and cross-connection control and backflow prevention devices to reflect current regulations and practices.

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

SECTION 1. AMENDMENT: Title 6, Chapter 7, is hereby amended to read as follows:

Chapter 6-7
WATER CONSERVATION AND EDUCATION

Sections:

Article 1. Purpose

6-7-101 Repeal.
6-7-102 Purpose.
6-7-103 Findings.

Article 2. Education

6-7-201 Education.

Article 3. Water Conservation Schedule and Prohibitions

6-7-301 Outdoor Landscape Watering.
6-7-302 Prohibitions.

Article 4. Emergency Water Shortage Plan

6-7-401 Title.
6-7-402 Declaration of policy: Purpose.
6-7-403 City Manager: Authorized action.
6-7-404 Application.
6-7-405 Water conservation stages.
6-7-406 Mandatory water conservation compliance phase implementation.
6-7-407 Water wasting prohibited.
6-7-408 Acts constituting water wasting.
6-7-409 Notice of Acts Constituting Water Wasting..
6-7-410 Penalty fee assessment for water wasting.
6-7-411 Appeal.
6-7-412 Appeal hearing request.
6-7-413 Failure to pay penalty fee.

Article 1. Purpose

6-7-101 Repeal.

Turlock City Council Resolution No. 90-68 is hereby repealed in its entirety by this section.

6-7-102 Purpose.

The purpose and intent of the Council in enacting this Chapter is to protect the health, safety, welfare and interest of the public, and of patrons of establishments regulated by this Code by requiring that the patrons, establishments and persons conserve and not waste water by requiring that such establishments and persons conform to the water conservation procedures set forth in this chapter.

6-7-103 Findings.

(a) As a result of the drought and the understanding that water is a precious resource, the City Council finds that any ordinance relating to the conservation of water is an urgency matter for the health, safety and general welfare of the public; and

(b) The Constitution of the State of California and California Case Law provide that water shall not be wasted; and

(c) The provisions of Turlock Municipal Code Section 6-5-117(e) entitled "Prohibited acts" provides that no person shall waste water; and

(d) To prevent the waste of water it is the intent of the City Council of the City of Turlock to adopt reasonable rules regulating the use of water for outdoor landscape watering and other ancillary uses; and

(e) The City Council is mindful of the importance of conserving water.

Article 2. Education

6-7-201 Education.

(a) The City Council, as part of supplementation of this Chapter, will provide information to the public through the City Manager and City departments regarding the proper use to minimize the volume of water needed for a given function.

(b) The Council, in an effort to carry out its findings and legislative purpose, sponsors this educational program with the intent that through proper education and implementation of water conservation procedures persons and establishments may continue to function with a significant savings in the volume of water.

Article 3. Water Conservation Schedule and Prohibitions

6-7-301 Outdoor Landscape Watering.

All users of water within the City limits of the City of Turlock are subject to the following regulations:

(a) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 6:00 p.m.

(b) From March 1 to October 31 addresses which end with an odd number are authorized to water on Sunday, Wednesday, and Friday.

(c) From March 1 to October 31 addresses which end with an even number are authorized to water on Tuesday, Thursday, and Saturday.

(d) No watering is permitted on Monday.

(e) Winter outdoor landscape watering schedule shall be as follows: From November 1 to February 28 outdoor landscape watering is only permitted on Saturday for addresses which end with an even number and Sunday for addresses which end with an odd number.

6-7-302 Prohibitions.

(a) Newly planted lawns may be allowed daily watering only until the second mowing has been completed upon notification of the Municipal Services Department prior to planting.

(b) The washing down or hosing of recreational vehicles, sidewalks, gutters, outside structures, or other exterior surfaces without prior written consent of the Municipal Services Director or his designee is prohibited and a violation of this chapter. Sweeping or brushing is required unless prior approval for water use is obtained.

(c) The filling of wading pools is permitted, but "slip-n-slides" and other recreational activities requiring a constant flow of water are prohibited.

(d) The washing of vehicles at a residence is allowed only if a quick-acting automatic positive shut-off valve is used and in proper operating condition and is limited to one (1) such washing per week per vehicle during designated watering days and times.

Article 4. Emergency Water Shortage Plan

6-7-401 Title.

There is hereby established the "City of Turlock Emergency Water Shortage Plan." (785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-402 Declaration of policy: Purpose.

(a) Declaration of policy. The City Council hereby declares that the general welfare requires that the water resources available to the City be put to the maximum beneficial use to the extent to which the City is capable, and that the waste of, unreasonable use of, or unreasonable method of use of water be prevented. The conservation of such

water is to ensure the reasonable and beneficial use thereof in the interests of the people of the City of Turlock and for the public welfare.

(b) Purpose. The City Council finds and declares that consolidating the provisions of Ordinance Number 778-CS and Ordinance Number 782-CS into one readily accessible document shall provide a more professional and usable work product as well as promote a better public understanding of the various procedures and provisions of the Turlock Emergency Water Shortage Plan. Additionally, adding provisions prohibiting water wasting and defining the acts which so constitute water wasting advances the purpose and policy of the Turlock Emergency Water Shortage Plan.

6-7-403 City Manager: Authorized action.

The City Manager, or his or her designee, is hereby authorized and directed to implement the provisions of this chapter upon a determination that same is necessary to protect the public welfare and safety.

6-7-404 Application.

The provisions of this chapter shall apply to all persons, customers and property served by the City of Turlock.

6-7-405 Water conservation stages.

(a) Stage 1. Mandatory Water Conservation Compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to Section 6-7-403 of this Code, and publication of notice that Stage 1 Mandatory Water Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to three times per week on an odd-even basis If the address ends in an even number, the water days shall be Tuesdays, Thursdays and Saturdays. If the address ends in an odd number, the watering days shall be Wednesday, Friday and Sundays. No outdoor landscape watering on Monday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 6:00 p.m.

(3) Large commercial landscapes and City parks may have individual watering schedules approved by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by 6-7-302(d).

(b) Stage 2. Mandatory Water Conservation Compliance: Warning. Upon implementation of this Chapter by the City Manager pursuant to Section 6-7-403 of this Code, and publication of notice that Stage 2 Mandatory Water Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to two times per week. If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday. No outdoor landscape watering on Monday, Thursday, and Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 6:00 a.m. and 9:00 p.m. on weekdays and between the hours of 12:00 p.m. and 12:00 a.m. on weekends.

(3) Large commercial landscapes and City parks shall also be limited to two days per week, as scheduled by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by 6-7-302(d).

(5) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(c) Stage 3. Mandatory Water Conservation Compliance: Warning. Upon implementation of this Chapter by the City Manager pursuant to Section 6-7-403 of this code, and publication of notice that Stage 3 Mandatory Water Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be limited to one day per week. If the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. No outdoor landscape watering Monday through Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 12:00 a.m.

(3) Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Municipal Services Department.

(4) Filling newly constructed or drained swimming pools with City water shall be prohibited.

(5) Construction water from City fire hydrants shall be banned but treated effluent water from the City of Turlock's Regional Water Quality Control Facility may be made available for construction water purposes.

(6) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(7) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in immediate interest of the public health, safety, and welfare shall be prohibited.

(d) Stage 4. Mandatory Water Conservation Compliance: Warning. Upon implementation of this Chapter by the City Manager pursuant to Section 6-7-403 of this Code, and publication of notice that Stage 4 Mandatory Water Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips, and drip irrigation

(2) Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.

(3) If there is total well failure, disaster relief from outside the City of Turlock shall be required.

6-7-406 Mandatory water conservation compliance phase implementation.

(a) The Municipal Services Director, or his or her designee, shall monitor the projected supply and demand for water by its customers, with heightened emphasis during the months of March through October;

(b) The Municipal Services Director, or his or her designee, shall recommend to the City Manager the extent of the Conservation Compliance Stage required in order for the City to prudently plan for and supply water to its customers.

(c) The City Manager may order that the appropriate Stage of water conservation be implemented or terminated in accordance with the applicable provisions of this Chapter. When implementing Mandatory Water Conservation Compliance Stages 2, 3, and 4 said order shall be made by public announcement and shall be published a minimum of one (1) time in a daily newspaper of general circulation and shall become effective immediately upon such publication.

6-7-407 Water wasting prohibited.

Water wasting, as defined by Section 6-7-408 of this Code, is prohibited.

6-7-408 Acts constituting water wasting.

For the purposes of this title, acts constituting water wasting shall mean and include, but shall not be limited to, any of the following acts:

(a) Failure to comply with the City of Turlock Emergency Water Shortage Plan, any conservation stage declared thereunder, and/or any guidelines or outdoor landscape watering schedules in effect pursuant thereto.

(b) Watering outdoor landscape areas or gardens such that excess water leaves the property or area being watered.

(c) Watering outdoor landscaping while raining and within 48 hours following any measurable rainfall.

(d) Washing vehicles, boats, or equipment during restricted days or hours; and/or using an open hose not equipped with a quick-action automatic shut-off valve while so doing.

(e) Hosing down driveways, streets, sidewalks, parking lots, and building exteriors without the prior written consent of the Director of Municipal Services or his designee. If consent is given, any restrictions on the frequency, timing or method would remain in effect unless a health or safety condition existed.

(f) Having leaky faucets, irrigation valves, sprinkler heads or plumbing fixtures on the premises.

(g) Operating evaporated coolers which are not equipped with a recirculating pump.

6-7-409 Notice of Acts Constituting Water Wasting.

(a) Any person committing any act which constitutes the wasting of water, as provided in Section 6-7-408 of this Code, shall be served Notice of Acts Constituting Water Wasting.

(b) This Notice of Acts Constituting Water Wasting shall serve as a first warning and first Notice of Acts Constituting Water Wasting and shall:

(1) Identify the date, time and circumstances of the violation;

(2) State the amount of the potential penalty for water wasting;

(3) Advise the customer of his or her appeal rights as provided herein;

(c) The Notice of Acts Constituting Water Wasting shall be served on any person committing any act which constitutes the wasting of water, as provided in Section 6-7-408 of this Code shall be served Notice of Act Constituting Water Wasting.

6-7-410 Penalty fee assessment for water wasting.

(a) A penalty in the sum of Fifty and no/100ths ($50.00) Dollars shall be assessed to the utility customer's account for a second violation within said one (1) year after being served with a first warning and a first Notice of Acts Constituting Water Wasting, pursuant to Section 6-7-409 of this Code. This penalty shall be waived if the owner of the premises where the violation occurred, or the occupant (if different than the owner, and the occupant committed the violation), attends a water conservation education

workshop offered by the City within sixty (60) days after date of the penalty notice; provided that only one such penalty waiver shall be allowed for the premises within any twenty-four (24) month period.

(b) A penalty in the sum of One Hundred and no/100ths ($100.00) Dollars shall be assessed to the utility customer's account for a third violation within said one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to Section 6-7-409 of this Code.

(c) A penalty in the sum of Two Hundred-Fifty and no/100ths ($250.00) Dollars shall be assessed to the utility customer's account for a fourth and each subsequent violation within said one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to Section 6-7-409 of this Code.

6-7-411 Appeal.

(a) Any person issued a Notice of Acts Constituting Water Wasting shall have the right to appeal to the Municipal Services Director, or his or her designee, the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to his or her account.

(b) The appeal hearing shall be held before the Municipal Services Director, or his or her designee. . After hearing all of the evidence presented, he or she shall make the final administrative determination regarding the matter.

(c) The customer shall be allowed to present such witnesses and evidence as he or she may desire.

(d) Such appeal hearing is an administrative hearing and the rules of evidence shall not apply.

6-7-412 Appeal hearing request.

(a) The utility customer must request an appeal hearing in writing within fifteen (15) calendar days from the date of service of the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to his or her account, unless the fifteenth day falls on a weekend or City observed holiday.

(b) The request for hearing shall be addressed to the Municipal Services Director and shall be deemed served only when received by the City. Failure to properly serve the request for hearing within the fifteen (15) calendar day period shall be deemed a waiver of the right to appeal the matter and the penalty will be assessed against the customer's account unless the fifteenth day falls on a weekend or City observed holiday.

(c) The hearing officer shall give written notice by mail to the utility customer of the date, time, and location of the appeal hearing, which hearing shall be held no sooner than ten (10) days from receipt of the request for hearing and no longer than thirty (30) days from receipt of such request.

(d) The decision of the hearing officer shall be final. If the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to an account is upheld, the penalty shall be assessed to the customer's account.

6-7-413 Failure to pay penalty fee.

Failure of any utility customer to pay the penalty imposed pursuant to this article as required shall be grounds to discontinue utility service until compliance is obtained.

SECTION 2. AMENDMENT: Title 6, Chapter 5, Section 105(F) is hereby amended to read as follows:

6-5-105(f) Installation of water meters.

(f) Upon installation of a water meter and start of water service, customers shall be charged a set-up fee as adopted by City Council and the applicable metered service rates pursuant to TMC 6-5-501.

SECTION 3. AMENDMENT: Title 6, Chapter 5, Section 114 is hereby amended to read as follows:

6-5-114 Limited irrigation and sprinkling water.

City water may be used for limited irrigation and sprinkling in compliance with Chapter 6-7 Water Conservation and Education, except during declared emergencies, power failures, or when requested by the City. The use of City water for such purposes in such situations shall constitute a violation of the provisions of this chapter.

SECTION 4. AMENDMENT: Title 6, Chapter 5, Section 117(e) is hereby amended to read as follows:

6-5-117(e) Prohibited acts.

(e) No person shall waste water as defined by TMC 6-7-408.

SECTION 5. AMENDMENT: Title 6, Chapter 5, Section 701 is hereby amended to read as follows:

6-5-701 Rates for off-site construction water.

(a) Construction water for off-site improvements.

(1) Off-site construction water shall be taken from hydrants designated by the Municipal Services Department and delivered directly to an approved tank truck for distribution. All water delivered to water trucks shall be taken from the two and one-half inch (2-1/2") discharge port of the hydrant only. Hydrants are to be operated, using a hydrant spanner wrench only.

(2) Only under special conditions deemed beneficial by the Municipal Services Department shall a direct discharge from the four and one-half inch (4-1/2") hydrant port be allowed. This use shall only be allowed under the direct supervision of the Municipal Services Department.

(b) A fire hydrant meter shall be obtained from the Municipal Services Department by depositing a fee as approved by City Council resolution with the Municipal Services Department. The deposit shall be refunded, less the amount for water used, upon return of the meter in good condition. In addition to actual consumption, customer shall pay a meter rental fee as follows:

Meter Size	Rate Per Month
1" or less	$2.00
1-1/2"	$4.50
2"	$5.50
3"	$13.50
4"	$27.50
6"	$48.50
8"	$86.50
10"	$140.50

(c) Hydrant Meter Rate (dollars per 1,000 gallons):

Existing	Effective July 1, 2004	Effective July 1, 2005	Effective July 1, 2006	Effective July 1, 2007	Effective July 1, 2008
$ 0.85	$ 1.17	$ 1.42	$ 1.64	$ 1.84	$ 1.93

Dollars per 1,000 gallons, provided aHydrant Meter Rate minimum charge:

Existing	Effective July 1, 2004	Effective July 1, 2005	Effective July 1, 2006	Effective July 1, 2007	Effective July 1, 2008
$9.45	$13.00	$15.75	$18.25	$20.50	$21.50

SECTION 6. AMENDMENT: Title 6, Chapter 5, Section 702(a) is hereby amended to read as follows:

6-5-702(a) Rates for on-site construction water.
(a) All water services shall be metered. Meter fees shall be paid on the building permit. Upon payment of the meter fee through the building permit, a utility account shall be established and a water meter installed. Water charges shall start when the utility account is established.

SECTION 7. AMENDMENT: Title 6, Chapter 6, Section 02(r) is hereby amended to read as follows:

6-6-02(r) Definitions.
(r) Certified tester. "Certified tester" shall mean a person who has met the requirements of, and has been certified by, the CA-NV Section of the American Water Works Association as qualified to inspect and maintain backflow prevention devices. A certified tester shall also be acceptable to the City, and annually maintain and provide an annual calibration certificate for each backflow test kit to the City. The City may maintain and make available a list of persons qualified to inspect and maintain backflow prevention devices. CA-NV Section of the American Water Works Association certification shall be kept current by the certified tester.

SECTION 8. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 9. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of May, 2015, by the following vote:

AYES:	Councilmembers DeHart, Nascimento, Bublak, Jacob and Mayor Soiseth.
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

Signed and approved this 26th day of May, 2015.

GARY SOISETH, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 7, ARTICLE 3, SECTION 01 REGARDING OUTDOOR LANDSCAPE WATERING AND TITLE 6, CHAPTER 7, ARTICLE 4, SECTION 05 REGARDING WATER CONSERVATION STAGES	}	**ORDINANCE NO. 1222-CS**

WHEREAS, the City of Turlock's watering hours shall be prohibited throughout the year between 9:00 a.m. and 7:00 p.m., Monday through Sunday; and

WHEREAS, the City of Turlock has determined this amendment will reduce the amount of water wasting notices issued and assist with providing a consistent message since surrounding agencies have adopted the same prohibited hours.

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

SECTION 1. AMENDMENT: Title 6, Chapter 7, Article 3, Section 01 is hereby amended to read as follows:

Article 3. Water Conservation Schedule and Prohibitions Revised 7/15

6-7-301 Outdoor landscape watering. Revised 7/15

All users of water within the City limits of the City of Turlock are subject to the following regulations:

(a) Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.

(b) From March 1st to October 31st addresses which end with an odd number are authorized to water on Sunday, Wednesday, and Friday.

(c) From March 1st to October 31st addresses which end with an even number are authorized to water on Tuesday, Thursday, and Saturday.

(d) No watering is permitted on Monday.

(e) Winter outdoor landscape watering schedule shall be as follows: from November 1st to February 28th outdoor landscape watering is only permitted on Saturday for addresses which end with an even number and Sunday for addresses which end with an odd number.

(1209-CS, Amended, 06/25/2015; 849-CS, Amended, 04/26/1994; 746-CS, Amended, 08/13/1991; 724-CS, Enacted, 03/26/1991)

SECTION 2. AMENDMENT: Title 6, Chapter 7, Article 4, Section 05 is hereby amended to read as follows:

Article 4. Emergency Water Shortage Plan Revised 7/15

6-7-405 Water conservation stages. Revised 7/15

(a) Stage 1. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 1 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to three (3) times per week on an odd-even basis. If the address ends in an even number, the water days shall be Tuesdays, Thursdays, and Saturdays. If the address ends in an odd number, the watering days shall be Wednesdays, Fridays, and Sundays. No outdoor landscape watering on Mondays. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.

(3) Large commercial landscapes and City parks may have individual watering schedules approved by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(b) Stage 2. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 2 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to two (2) times per week. If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday. No outdoor landscape watering on Monday, Thursday, and Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.

(3) Large commercial landscapes and City parks shall also be limited to two (2) days per week, as scheduled by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(5) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(c) Stage 3. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 3 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be limited to one (1) day per week. If the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. No outdoor landscape watering Monday through Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 9:00 a.m. and 7:00 p.m.

(3) Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Municipal Services Department.

(4) Filling newly constructed or drained swimming pools with City water shall be prohibited.

(5) Construction water from City fire hydrants shall be banned but treated effluent water from the City of Turlock's Regional Water Quality Control Facility may be made available for construction water purposes.

(6) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(7) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in immediate interest of the public health, safety, and welfare shall be prohibited.

(d) Stage 4. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 4 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips, and drip irrigation.

(2) Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.

(3) If there is total well failure, disaster relief from outside the City of Turlock shall be required.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 782-CS, Amended, 06/09/1992; 778-CS, Enacted, 04/28/1992)

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of April, 2016, by the following vote:

AYES:	Councilmember DeHart, Nascimento, Bublak, Jacob and Mayor Soiseth
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

Signed and approved this 12th day of April, 2016.

GARY SOISETH, Mayor

ATTEST:

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

Chapter 6-7
WATER CONSERVATION AND EDUCATION Revised 7/15

Sections:

Article 1. Purpose Revised 7/15

6-7-101 Repeal. Revised 7/15

6-7-102 Purpose. Revised 7/15

6-7-103 Findings. Revised 7/15

Article 2. Education Revised 7/15

6-7-201 Education. Revised 7/15

Article 3. Water Conservation Schedule and Prohibitions Revised 7/15

6-7-301 Outdoor landscape watering. Revised 7/15

6-7-302 Prohibitions. Revised 7/15

Article 4. Emergency Water Shortage Plan Revised 7/15

6-7-401 Title. Revised 7/15

6-7-402 Declaration of policy: Purpose. Revised 7/15

6-7-403 City Manager: Authorized action. Revised 7/15

6-7-404 Application. Revised 7/15

6-7-405 Water conservation stages. Revised 7/15

6-7-406 Mandatory conservation compliance phase implementation. Revised 7/15

6-7-407 Water wasting prohibited. Revised 7/15

6-7-408 Acts constituting water wasting. Revised 7/15

6-7-409 Notice of Acts Constituting Water Wasting. Revised 7/15

6-7-410 Penalty fee assessment for water wasting. Revised 7/15

6-7-411 Appeal. Revised 7/15

6-7-412 Appeal hearing request. Revised 7/15

6-7-413 Failure to pay penalty fee. Revised 7/15

Article 1. Purpose Revised 7/15

6-7-101 Repeal. Revised 7/15

Turlock City Council Resolution No. 90-68 is hereby repealed in its entirety by this section.

(1209-CS, Amended, 06/25/2015; 724-CS, Enacted, 03/26/1991)

6-7-102 Purpose. Revised 7/15

The purpose and intent of the Council in enacting this chapter is to protect the health, safety, welfare, and interest of the public and of patrons of establishments regulated by this Code by requiring that the patrons, establishments, and persons conserve and not waste water by requiring that such establishments and persons conform to the water conservation procedures set forth in this chapter.

(1209-CS, Amended, 06/25/2015; 724-CS, Enacted, 03/26/1991)

6-7-103 Findings. Revised 7/15

(a) As a result of the drought and the understanding that water is a precious resource, the City Council finds that any ordinance relating to the conservation of water is an urgency matter for the health, safety, and general welfare of the public; and

(b) The Constitution of the State of California and California Case Law provide that water shall not be wasted; and

(c) The provisions of TMC 6-5-117(e) entitled “Prohibited acts” provides that no person shall waste water; and

(d) To prevent the waste of water it is the intent of the City Council of the City of Turlock to adopt reasonable rules regulating the use of water for outdoor landscape watering and other ancillary uses; and

(e) The City Council is mindful of the importance of conserving water.

(1209-CS, Amended, 06/25/2015; 724-CS, Enacted, 03/26/1991)

Article 2. Education Revised 7/15

6-7-201 Education. Revised 7/15

(a) The City Council, as part of supplementation of this chapter, will provide information to the public through the City Manager and City departments regarding the proper use to minimize the volume of water needed for a given function.

(b) The Council, in an effort to carry out its findings and legislative purpose, sponsors this educational program with the intent that through proper education and implementation of water conservation procedures persons and establishments may continue to function with a significant savings in the volume of water.

(1209-CS, Amended, 06/25/2015; 724-CS, Enacted, 03/26/1991)

Article 3. Water Conservation Schedule and Prohibitions Revised 7/15

6-7-301 Outdoor landscape watering. Revised 7/15

All users of water within the City limits of the City of Turlock are subject to the following regulations:

(a) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 6:00 p.m.

(b) From March 1st to October 31st addresses which end with an odd number are authorized to water on Sunday, Wednesday, and Friday.

(c) From March 1st to October 31st addresses which end with an even number are authorized to water on Tuesday, Thursday, and Saturday.

(d) No watering is permitted on Monday.

(e) Winter outdoor landscape watering schedule shall be as follows: from November 1st to February 28th outdoor landscape watering is only permitted on Saturday for addresses which end with an even number and Sunday for addresses which end with an odd number.

(1209-CS, Amended, 06/25/2015; 849-CS, Amended, 04/26/1994; 746-CS, Amended, 08/13/1991; 724-CS, Enacted, 03/26/1991)

6-7-302 Prohibitions. Revised 7/15

(a) Newly planted lawns may be allowed daily watering only until the second mowing has been completed upon notification of the Municipal Services Department prior to planting.

(b) The washing down or hosing of recreational vehicles, sidewalks, gutters, outside structures, or other exterior surfaces without prior written consent of the Municipal Services Director or his designee is prohibited and a violation of this chapter. Sweeping or brushing is required unless prior approval for water use is obtained.

(c) The filling of wading pools is permitted, but “slip-n-slides” and other recreational activities requiring a constant flow of water are prohibited.

(d) The washing of vehicles at a residence is allowed only if a quick-acting automatic positive shut-off valve is used and in proper operating condition and is limited to one (1) such washing per week per vehicle during designated watering days and times.

(1209-CS, Amended, 06/25/2015; 724-CS, Enacted, 03/26/1991)

Article 4. Emergency Water Shortage Plan Revised 7/15

6-7-401 Title. Revised 7/15

There is hereby established the “City of Turlock Emergency Water Shortage Plan.”

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-402 Declaration of policy: Purpose. Revised 7/15

(a) Declaration of policy. The City Council hereby declares that the general welfare requires that the water resources available to the City be put to the maximum beneficial use to the extent to which the City is capable, and that the waste of, unreasonable use of, or unreasonable method of use of water be prevented. The conservation of such water is to ensure the reasonable and beneficial use thereof in the interests of the people of the City of Turlock and for the public welfare.

(b) Purpose. The City Council finds and declares that consolidating the provisions of Ordinance Number 778-CS and Ordinance Number 782-CS into one (1) readily accessible document shall provide a more professional and usable work product as well as promote a better public understanding of the various procedures and provisions of the Turlock Emergency Water Shortage Plan. Additionally, adding provisions prohibiting water wasting and defining the acts which so constitute water wasting advances the purpose and policy of the Turlock Emergency Water Shortage Plan.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-403 City Manager: Authorized action. Revised 7/15

The City Manager, or his or her designee, is hereby authorized and directed to implement the provisions of this chapter upon a determination that same is necessary to protect the public welfare and safety.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-404 Application. Revised 7/15

The provisions of this chapter shall apply to all persons, customers, and property served by the City of Turlock.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-405 Water conservation stages. Revised 7/15

(a) Stage 1. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 1 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to three (3) times per week on an odd-even basis. If the address ends in an even number, the water days shall be Tuesdays, Thursdays, and Saturdays. If the address ends in an odd number, the watering days shall be Wednesdays, Fridays, and Sundays. No outdoor landscape watering on Mondays. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 6:00 p.m.

(3) Large commercial landscapes and City parks may have individual watering schedules approved by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(b) Stage 2. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 2 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering. Outdoor landscape watering shall be limited to two (2) times per week. If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday. No outdoor landscape watering on Monday, Thursday, and Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 6:00 a.m. and 9:00 p.m. on weekdays and between the hours of 12:00 p.m. and 12:00 a.m. on weekends.

(3) Large commercial landscapes and City parks shall also be limited to two (2) days per week, as scheduled by the Municipal Services Department.

(4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by TMC 6-7-302(d).

(5) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(c) Stage 3. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 3 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be limited to one (1) day per week. If the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. No outdoor landscape watering Monday through Friday. Drip irrigation systems shall be exempt.

(2) Outdoor landscape watering is prohibited between the hours of 12:00 p.m. and 12:00 a.m.

(3) Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Municipal Services Department.

(4) Filling newly constructed or drained swimming pools with City water shall be prohibited.

(5) Construction water from City fire hydrants shall be banned but treated effluent water from the City of Turlock's Regional Water Quality Control Facility may be made available for construction water purposes.

(6) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.

(7) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and

commercial service stations and not in immediate interest of the public health, safety, and welfare shall be prohibited.

(d) Stage 4. Mandatory water conservation compliance: Warning. Upon implementation of this chapter by the City Manager pursuant to TMC 6-7-403, and publication of notice that Stage 4 mandatory water conservation compliance measures are in effect, the following mandatory conservation compliance measures shall apply:

(1) Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips, and drip irrigation.

(2) Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.

(3) If there is total well failure, disaster relief from outside the City of Turlock shall be required.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 782-CS, Amended, 06/09/1992; 778-CS, Enacted, 04/28/1992)

6-7-406 Mandatory conservation compliance phase implementation. Revised 7/15

(a) The Municipal Services Director, or his or her designee, shall monitor the projected supply and demand for water by its customers, with heightened emphasis during the months of March through October.

(b) The Municipal Services Director, or his or her designee, shall recommend to the City Manager the extent of the conservation compliance stage required in order for the City to prudently plan for and supply water to its customers.

(c) The City Manager may order that the appropriate stage of water conservation be implemented or terminated in accordance with the applicable provisions of this chapter. When implementing mandatory water conservation compliance Stages 2, 3, and 4 said order shall be made by public announcement and shall be published a minimum of one (1) time in a daily newspaper of general circulation and shall become effective immediately upon such publication.

(1209-CS, Amended, 06/25/2015; 785-CS, Amended, 06/23/1992; 778-CS, Enacted, 04/28/1992)

6-7-407 Water wasting prohibited. Revised 7/15

Water wasting, as defined by TMC 6-7-408, is prohibited.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992)

6-7-408 Acts constituting water wasting. Revised 7/15

For the purposes of this title, acts constituting water wasting shall mean and include, but shall not be limited to, any of the following acts:

(a) Failure to comply with the City of Turlock Emergency Water Shortage Plan, any conservation stage declared thereunder, and/or any guidelines or outdoor landscape watering schedules in effect pursuant thereto.

(b) Watering outdoor landscape areas or gardens such that excess water leaves the property or area being watered.

(c) Watering outdoor landscaping while raining and within forty-eight (48) hours following any measurable rainfall.

(d) Washing vehicles, boats, or equipment during restricted days or hours; and/or using an open hose not equipped with a quick-action automatic shut-off valve while so doing.

(e) Hosing down driveways, streets, sidewalks, parking lots, and building exteriors without the prior written consent of the Director of Municipal Services or his designee. If consent is given, any restrictions on the frequency, timing, or method would remain in effect unless a health or safety condition existed.

(f) Having leaky faucets, irrigation valves, sprinkler heads, or plumbing fixtures on the premises.

(g) Operating evaporated coolers which are not equipped with a recirculating pump.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992)

6-7-409 Notice of Acts Constituting Water Wasting. Revised 7/15

(a) Any person committing any act which constitutes the wasting of water, as provided in TMC 6-7-408, shall be served Notice of Acts Constituting Water Wasting.

(b) This Notice of Acts Constituting Water Wasting shall serve as a first warning and first Notice of Acts Constituting Water Wasting and shall:

(1) Identify the date, time, and circumstances of the violation;

(2) State the amount of the potential penalty for water wasting;

(3) Advise the customer of his or her appeal rights as provided herein;

(c) The Notice of Acts Constituting Water Wasting shall be served on any person committing any act which constitutes the wasting of water, as provided in TMC 6-7-408, shall be served Notice of Act Constituting Water Wasting.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992)

6-7-410 Penalty fee assessment for water wasting. Revised 7/15

(a) A penalty in the sum of Fifty and no/100ths ($50.00) Dollars shall be assessed to the utility customer's account for a second violation within said one (1) year after being served with a first warning and a first Notice of Acts Constituting Water Wasting, pursuant to TMC 6-7-409. This penalty shall be waived if the owner of the premises where the violation occurred, or the occupant (if different than the owner, and the occupant committed the violation), attends a water conservation education workshop offered by the City within sixty (60) days after date of the penalty notice; provided, that only one (1) such penalty waiver shall be allowed for the premises within any twenty-four (24) month period.

(b) A penalty in the sum of One Hundred and no/100ths ($100.00) Dollars shall be assessed to the utility customer's account for a third violation within said one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to TMC 6-7-409.

(c) A penalty in the sum of Two Hundred-Fifty and no/100ths ($250.00) Dollars shall be assessed to the utility customer's account for a fourth and each subsequent violation within said one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to TMC 6-7-409.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992. Formerly 6-7-411)

6-7-411 Appeal. Revised 7/15

(a) Any person issued a Notice of Acts Constituting Water Wasting shall have the right to appeal to the Municipal Services Director, or his or her designee, the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to his or her account.

(b) The appeal hearing shall be held before the Municipal Services Director, or his or her designee. After hearing all of the evidence presented, he or she shall make the final administrative determination regarding the matter.

(c) The customer shall be allowed to present such witnesses and evidence as he or she may desire.

(d) Such appeal hearing is an administrative hearing and the rules of evidence shall not apply.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992. Formerly 6-7-412)

6-7-412 Appeal hearing request. Revised 7/15

(a) The utility customer must request an appeal hearing in writing within fifteen (15) calendar days from the date of service of the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to his or her account, unless the fifteenth day falls on a weekend or City observed holiday.

(b) The request for hearing shall be addressed to the Municipal Services Director and shall be deemed served only when received by the City. Failure to properly serve the request for hearing within the fifteen (15) calendar day period shall be deemed a waiver of the right to appeal the matter and the penalty will be assessed against the customer's account unless the fifteenth day falls on a weekend or City observed holiday.

(c) The hearing officer shall give written notice by mail to the utility customer of the date, time, and location of the appeal hearing, which hearing shall be held no sooner than ten (10) days from receipt of the request for hearing and no longer than thirty (30) days from receipt of such request.

(d) The decision of the hearing officer shall be final. If the Notice of Acts Constituting Water Wasting, or any water wasting penalty assessed to an account is upheld, the penalty shall be assessed to the customer's account.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992. Formerly 6-7-413)

6-7-413 Failure to pay penalty fee. Revised 7/15

Failure of any utility customer to pay the penalty imposed pursuant to this article as required shall be grounds to discontinue utility service until compliance is obtained.

(1209-CS, Amended, 06/25/2015; 785-CS, Enacted, 06/23/1992. Formerly 6-7-415)

APPENDIX G

Water Emergency/Disaster Response Plan

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Water Emergency / Disaster Response Plan

July 2015

City of Turlock

Water Emergency / Disaster Response Plan

1) Objective:

   a. The objective of Municipal Services is to maintain a minimum service level and mitigate the public health risks from any drinking water contamination that may occur during a disaster or other emergency event. The following plan defines how the Department will respond to emergencies and/or disasters that are likely to affect its operations. Disaster/emergencies that are possible include: earthquake, major fire emergencies, water outage due to loss of electrical power, water contamination, and/or acts of sabotage.

2) Designated Responsible Personnel:

   a. See the attached "Emergency and Disaster Personnel list".

3) Inventory of Resources:

   a. Suppliers:

      Sierra Chemical- 12.5% liquid chlorine – (800)-777-8965: **City contract supplier**

      Shore Chemical – 12.5% liquid chlorine - 634-2144: Local emergency source with 53-gallon drums and 300-gallon totes.

      Howk Systems - Well Pump Repair - 529-4110

      United Rentals - Equipment Rentals – 632-5084

      Ferguson DBA Groeniger– Pipe, valves, fire hydrants, etc. – 577-3333

      Gomes and Sons – Diesel Fuel for generators – 632-3111

4) Water System Information:

   a. Well logs and other system information – Paper files are located at 901 S. Walnut, the Water Shop at 701 S. Walnut and City Hall 156 S. Broadway. Valve location maps are available at the Water Shop as well as the City maintained GIS system located on

the intranet.

b. Production data is kept on the computer network P drive and is available to all Department employees at P:/Municipal Services/Muniserv/Well Information/All Active Wells as well as P:/Municipal Services/Muniserv/WATER.

c. The City GIS system is available on the City Intranet and has maps of wells and water pipe locations and size.

d. Analytical data for the water system is located in the laboratory at 901 S. Walnut and also on the P drive under All Active Wells as shown above.

5) Emergency Equipment:

a. The City has 7 emergency generators located at various wells. According to the 2009 Water Master Plan in the event of a total system electrical failure, these generators would be able to provide enough electricity to power the 7 associated wells and thus provide enough water for firefighting and sanitation purposes.

6) Emergency Operations Center:

a. The Municipal Services Department office has been designated as the communication network emergency operations center. The telephone, FAX and City radio system will be the primary mode of communication in an emergency. Cell phones are also available to all supervisory personnel and will supplement the other communication equipment. A computer link to the police and fire departments is also available as an additional backup system.

b. Fire and Police services share the same radio and phone systems and are readily available if necessary. All of the field radios have a channel that allows direct contact with the Police Dispatcher.

	Phone numbers:	FAX numbers:
Municipal Services Dept.	(209) 668-5590	(209) 668-5695
City of Turlock Police	(209) 668-1200 or 911	(209) 667-5226
City of Turlock Fire	(209) 668-1200 or 911	(209) 668-5558
Stanislaus County Sheriff	911	

c. Other Agency Coordination:

i. In the event of a water emergency that has affected the water quality and or quantity or threatens the water quality and or quantity, the following agencies need to be contacted:

State of California Department of Health Services

	Weekdays	Evenings/Weekends
Bhupinder Sahota	(209) 948-3881	(209) 952-0952
Brian Kidwell	(209) 948-3963	(209) XXX-XXXX

ii. If the above personnel are not available, contact the Office of Emergency Services (24 hours) at (916) 845--8510.

Stanislaus County Department of Environmental Resources

	Weekdays	Evenings/Weekends
Janis Minn	(209) 525-6717	(209) 552-3911 Dispatch
Tom Wolf	(209) 525-6700	(209) 552-3911 Dispatch
Denise Wood	(209) 525-6700	(209) 552-3911

7) Emergency Response Procedures:

a. The first priority is to determine as quickly as possible, the status of employees, assess damages, and provide logistics for emergency repairs and disinfection. Communications with the appropriate health officials and customers should be started using the "Emergency Notification Plan" on file if water quality is affected. Contact the Police and Fire Departments and make them aware of the emergency.

b. Major leaks, pressure loss or service interruptions (Earthquake, etc.):

   i. Isolate the leak(s). Turn off all flow if necessary to control the leak. In a massive break, well sites near the affected areas may have to be shut down. Contact the Fire Department and let them know which areas have low water pressure and/or will not be available for fire suppression.

   ii. Repair or isolate the break(s) as necessary to allow resumption of service to the maximum number of customers. Try and maintain service to critical customers if possible; i.e. hospital. Flush and disinfect repaired lines as per AWWA standards and/or start chlorination of all the City water supply until normal service is resumed and the contamination risk has been eliminated.

   iii. Sample the affected areas for bacteriological contamination and continue sampling until three consecutive samples show no contamination exists.

   iv. Restore normal service.

c. Loss of Electrical Power (Total or partial):

   i. Immediately proceed to the wells that have emergency generators and ensure the generators are operating and the wells are on line.

   ii. Contact TID and determine when full electrical service will be restored.

   iii. Monitor fuel usage and order new supplies well in advance of any need.

d. Sabotage/Theft:

   i. Notify the Police Department and photograph damage. Wait for the Police Department to respond before entering the site.

   ii. Report all fires to the Fire Department.

e. Water Quality Failure:

   i. Begin customer notification procedures based on the attached "Customer Notification Guidelines" attached.

ii. Follow the procedures in the Repeat Sample Guidelines.

iii. If water analyses show a failure to comply with primary drinking water standards, the results must be reported to the Department of Health Services (DHS) within 24 hours.

iv. If the Coliform maximum contaminate levels are reached or exceeded, DHS must be notified immediately by telephone (listed above) with all the applicable data.

v. If repeat sampling shows the well is contaminated, it should be immediately turned off.

vi. If a "Boil Water Order" or "Unsafe Drinking Water Alert" has been issued, the only agency that can rescind the public notice is the Department of Health Services. They will require additional sampling and testing of the affected drinking water.

f. Terrorism:

i. Notify the Municipal Services Director or designee.

ii. Any incident where terrorism is suspected must be reported immediately to the Police Department. The Police must contact the FBI and explain the situation.

iii. If water contamination is suspected, follow the guidelines in the "Water Contamination by Suspected Terrorism" plan.

g. Water Shortage:

i. In cases of a water shortage contact a certified bulk water hauler to supplement supply of potable water into system. List of certified bulk haulers can be found at City Hall 156 S. Broadway on the P: Drive under P:\Municipal Services\MuniServ\EMERGENCY PLANS.

ii. Currently, there are two storage tanks that are equipped to easily receive bulk potable water from water haulers. A third storage tank is in the process of being constructed and will also be equipped to receive bulk potable water supplies.

iii. Alternative water sources are as follows:

a. The City of Modesto has three small independent water systems located

within the City. Currently, two of the systems use City of Turlock water as a backup source of water. Because of their small size they would be able to supply a limited amount of water.

b. The Donnelly Park storm pond can be used by tanker trucks to supply water for fighting fires. This water would not be potable. During irrigation season, TID irrigation laterals would also be a source of water for firefighting purposes.

c. Cities of Denair, Hilmar, Delhi, Keyes, Ceres and Modesto are nearby water systems where water could be obtained for transport in tankers to the City of Turlock.

d. In the case of a water shortage a public notice will be drafted to inform the public of the situation as well as create a list of nonessential water uses to be curtailed during the shortage period. To help facilitate this public outreach the City may contact Stanislaus County Office of Emergency Services for assistance, which can be reached at (209) 552-3600.

h. Resume Normal Operations:

i. Once the emergency has passed, normal operations may resume. A report on the emergency situation must be prepared and submitted to the City Manager. Consult specific emergency plan to determine if any other appropriate reporting methods are necessary

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APPENDIX H

Water Rates

DRAFT

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 5, ARTICLE 5, SECTION 01 AND TITLE 6, CHAPTER 5, ARTICLE 7, SECTION 01(b) TO IMPLEMENT UPDATED FEES AND CHARGES FOR PROPERTY RELATED WATER SERVICES	}	ORDINANCE NO. 1194-CS

WHEREAS, on January 29, 2014, a public notice was mailed to the affected property owners regarding the proposed changes of fees and charges for property related water services, pursuant to the provisions of Section 6, Article XIIID of the California Constitution (Proposition 218); and

WHEREAS, the Turlock City Council held a public hearing on March 25, 2014 to consider the adoption of water fees and charges; and

WHEREAS, a majority of written protests was not received in opposition to the proposed changes in water fees and charges; and

WHEREAS, the City Council has elected to adopt the new water fees and charges.

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

SECTION 1. AMENDMENT: Title 6, Chapter 5, Article 5, Section 01 is hereby amended to read as follows:

6-5-501 Fees and Charges.
(a) All service connections shall be metered.

(b) Fees and Charges.

(1) Monthly water charges shall consist of the following three components: Commodity Charge, Capacity Charge, and a Customer Charge.

(2) Each service connection shall pay the fees and charges as set forth below:

Effective date >	7/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Commodity Charge, $ per 1000 gallons						
Single/Multi Residential	$0.48	$0.57	$0.63	$0.74	$0.84	$0.94
Commercial/Industrial/Institutional	$0.37	$0.43	$0.46	$0.54	$0.60	$0.67
Landscape	$0.51	$0.60	$0.65	$0.75	$0.84	$0.94
Capacity Charge, $ per meter per month						
1" or less	$17.50	$20.00	$21.20	$24.10	$26.50	$29.40
1-1/2"	$35.00	$40.00	$42.40	$48.20	$53.00	$58.80
2"	$56.00	$64.00	$67.90	$77.20	$84.80	$94.10
3"	$123.00	$140.00	$149.00	$169.00	$186.00	$206.00
4"	$210.00	$240.00	$255.00	$290.00	$318.00	$353.00
6"	$438.00	$500.00	$530.00	$603.00	$663.00	$735.00
8"	$840.00	$960.00	$1,018.00	$1,157.00	$1,272.00	$1,412.00
10"	$1,330.00	$1,520.00	$1,612.00	$1,832.00	$2,014.00	$2,235.00
Customer Charge, $ per account per month	$2.20	$2.50	$2.60	$3.00	$3.30	$3.60

(c) Inaccurate Meter. An inaccurate meter shall be charged as follows:

(1) Either an average of the three (3) following months' usage (after its repair); or

(2) The charge of the same month for the previous year, whichever is greater.

(d) Standby Charges (this rate is in addition to the water charges shown above). This charge is for customers who use the City water supply as a backup water source.

Size of Service	Effective July 1, 2007	Effective July 1, 2008
2"	$219.00	$230.00
4"	$655.00	$687.00
6"	$1,310.00	$1,374.00
8"	$2,293.00	$2,405.00

SECTION 2. AMENDMENT: Title 6, Chapter 5, Article 7, Section 01(b) is hereby amended to read as follows:

6-5-701(b) Fees for off-site construction water.
(b) In the event that a fire hydrant meter is requested, the meter may be obtained by depositing Seven Hundred and no/100ths ($700.00) Dollars with the Municipal Services Department. The deposit shall be refunded, less the amount for water used, upon return of the meter in good condition. In addition to actual consumption, customer shall pay a meter rental fee as follows:

Meter Size	Rate Per Month
1" or less	$2.00
1-1/2"	$4.50
2"	$5.50
3"	$13.50
4"	$27.50
6"	$48.50
8"	$86.50
10"	$140.50

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of April, 2014, by the following vote:

AYES:	Councilmembers DeHart, Nascimento, White and Mayor Lazar
NOES:	Councilmember Bublak
NOT PARTICIPATING:	None
ABSENT:	None

Signed and approved this 8th day of April, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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

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APPENDIX I

Water Audit

DRAFT

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AWWA Water Loss Control Committee (WLCC) Free Water Audit Software v4.1

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WAS v4.1

PURPOSE: This spreadsheet-based water audit tool is designed to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. It provides a "top-down" summary water audit format, and is not meant to take the place of a full-scale, comprehensive water audit format.

USE: The spreadsheet contains several separate worksheets. Sheets can be accessed using the tabs towards the bottom of the screen, or by clicking the buttons on the left below. Descriptions of each sheet are also given below.

THE FOLLOWING KEY APPLIES THROUGHOUT:

- Value can be entered by user
- Value calculated based on input data
- These cells contain recommended default values

Please begin by providing the following information, then proceed through each sheet in the workbook:

NAME OF CITY OR UTILITY: City of Turlock COUNTRY: USA

REPORTING YEAR: 2013 START DATE(MM/YYYY): 01/2013 END DATE(MM/YYYY): 12/2013

NAME OF CONTACT PERSON: Toni Cordell E-MAIL: tcordell@turlock.ca.us TELEPHONE: (209) 668-5590 Ext.

PLEASE SELECT PREFERRED REPORTING UNITS FOR WATER VOLUME: Million gallons (US)

Click to advance to sheet… Click here: ? for help about units and conversions

Instructions	The current sheet
Reporting Worksheet	Enter the required data on this worksheet to calculate the water balance
Water Balance	The values entered in the Reporting Worksheet are used to populate the water balance
Grading Matrix	Depending on the confidence of audit inputs, a grading is assigned to the audit score
Service Connections	Diagrams depicting possible customer service connection configurations
Definitions	Use this sheet to understand terms used in the audit process
Loss Control Planning	Use this sheet to interpret the results of the audit validity score and performance indicators

Comments:

Add comments here to track additional supporting information, sources or names of participants

If you have questions or comments regarding the software please contact us at: wlc@awwa.org

AWWA WLCC Free Water Audit Software: Reporting Worksheet

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WAS v4.1

Back to Instructions

? Click to access definition

Water Audit Report for: City of Turlock

Reporting Year: 2013 | 1/2013 - 12/2013

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

WATER SUPPLIED

<< Enter grading in column 'E'

Volume from own sources:	9	7,432.200	Million gallons (US)/yr (MG/Yr)
Master meter error adjustment (enter positive value):	7		MG/Yr
Water imported:	n/a	0.000	MG/Yr
Water exported:	9	10.400	MG/Yr
WATER SUPPLIED:		7,421.800	MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

				Pcnt:	Value:
Billed metered:	9	6,341.500	MG/Yr		
Billed unmetered:	10	0.000	MG/Yr		
Unbilled metered:	9	91.000	MG/Yr		
Unbilled unmetered:	6	92.900	MG/Yr		92.900
AUTHORIZED CONSUMPTION:		6,525.400	MG/Yr		

Use buttons to select percentage of water supplied **OR** value

WATER LOSSES (Water Supplied - Authorized Consumption)

896.400 MG/Yr

Apparent Losses

				Pcnt:	Value:
Unauthorized consumption:		18.555	MG/Yr	0.25%	

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	6	97.957	MG/Yr	1.50%	
Systematic data handling errors:	9	0.250	MG/Yr		
Apparent Losses:		116.761			

Choose this option to enter a percentage of billed metered consumption. This is NOT a default value

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses:		779.639	MG/Yr
WATER LOSSES:		896.400	MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER:		1,080.300	MG/Yr

= Total Water Loss + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	6	246.0	miles
Number of active AND inactive service connections:	9	18,365	
Connection density:		75	conn./mile main
Average length of customer service line:	9	30.0	ft (pipe length between curbstop and customer meter or property boundary)
Average operating pressure:	10	45.0	psi

COST DATA

Total annual cost of operating water system:	9	$5,900,000	$/Year
Customer retail unit cost (applied to Apparent Losses):	7	$0.51	$/1000 gallons (US)
Variable production cost (applied to Real Losses):	9	$492.52	$/Million gallons

PERFORMANCE INDICATORS

Financial Indicators

Non-revenue water as percent by volume of Water Supplied:	14.6%
Non-revenue water as percent by cost of operating system:	9.1%
Annual cost of Apparent Losses:	$59,548
Annual cost of Real Losses:	$383,988

Operational Efficiency Indicators

Apparent Losses per service connection per day:	17.42	gallons/connection/day
Real Losses per service connection per day*:	116.31	gallons/connection/day
Real Losses per length of main per day*:	N/A	
Real Losses per service connection per day per psi pressure:	2.58	gallons/connection/day/psi
Unavoidable Annual Real Losses (UARL):	79.96	million gallons/year
From Above, Real Losses = Current Annual Real Losses (CARL):	779.64	million gallons/year
Infrastructure Leakage Index (ILI) [CARL/UARL]:	9.75	

* only the most applicable of these two indicators will be calculated

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 84 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Customer metering inaccuracies

2: Volume from own sources

3: Unauthorized consumption

For more information, click here to see the Grading Matrix worksheet

APPENDIX J

CUWCC Reporting

DRAFT

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CUWCC BMP Retail Coverage Report **2013**

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.1 Operation Practices

7042 City of Turlock

1. Conservation Coordinator provided with necessary resources to implement BMPs?

Name:	Toni Cordell
Title:	Staff Services Technician
Email:	tcordell@turlock.ca.us

On Track

2. Water Waste Prevention Documents

WW Document Name	WWP File Name	WW Prevention URL	WW Prevention Ordinance Terms Description
Option A Describe the ordinances or terms of service adopted by your agency to meet the water waste prevention requirements of this BMP.		http://www.codepublishing.com/CA/Turlock/	The City's Municipal Code contains ordinances supporting water waste prevention in Section 6-7 as well as the following sections below (the URL above is the link to the entire Municipal Code). 6-5-114 Limited irrigation and 6-5-117 Prohibited Act
Option B Describe any water waste prevention ordinances or requirements adopted by your local jurisdiction or regulatory agencies within your service area.			
Option C Describe any documentation of support for legislation or regulations that prohibit water waste.			
Option D Describe your agency efforts to cooperate with other entities in the adoption or enforcement of local requirements consistent with this BMP.			
Option E Describe your agency support positions with respect to adoption of legislation or regulations that are consistent with this BMP.			
Option F Describe your agency efforts to support local ordinances that establish permits requirements for water efficient design in new development.			

CUWCC BMP Retail Coverage Report **2013**

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.1 Operation Practices

On Track

BMP 1.2 Water Loss Control

2013

Agency name:	City of Turlock	Reporting unit number:	
Reporting unit name (District name)	City of Turlock		7042

AWWA Water Audit

Agency to complete a Water Audit & Balance Using The AWWA Software: Yes

Water Audit Validity Score from AWWA spreadsheet: 84

Email to office@cuwcc.org - Worksheets (AWWA Water Audit). Enter the name of the file below:

Agency Completed Training In The AWWA Water Audit Method	Yes
Agency Completed Training In The Component Analysis Process	Yes
Completed/Updated the Component Analysis (at least every 4 years)?	Yes
Component Analysis Completed/Updated Date	4/18/2011 12:00:00 AM

Water Loss Performance

Agency Repaired All Reported Leaks & Breaks To The Extent Cost Effective: No

Recording Keeping Requirements:

- Date/Time Leak Reported
- Type of Leaking Pipe Segment or Fitting
- Leak Volume Estimate
- Leak Location
- Leak Running Time From Report to Repair
- Cost of Repair

Agency Located and Repaired Unreported Leaks to the Extent Cost Effective: Yes

Type of Program Activities Used to Detect Unreported Leaks

Does your agency maintain in-house records of audit results or the completed AWWA worksheet for the completed audit which could be forwarded to CUWCC? No

Does your agency keeps records of each component analysis performed, and incorporates results into future annual standard water balances? Yes

Annual Summary Information

Complete the following table with annual summary information (required for reporting years 2-5 only)

Total Leak Repaired	Economic Value Of Real Loss	Economic Value Of Apparent Loss	Miles Of System Surveyed For Leaks	Pressure Reduction Undertaken For Loss Reduction	Cost Of Interventions	Water Saved (AF/Year)
34			180	V	240750	1.2

Comments:

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.3 Metering With Commodity

7042	City of Turlock

Numbered Unmetered Accounts	Yes	**Not On Track**
Metered Accounts billed by volume of use	Yes	**On Track**
Number of CII Accounts with Mixed Use Meters	853	
Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters?	No	**Not On Track**
Feasibility Study provided to CUWCC?	Yes	**On Track**
Completed a written plan, policy or program to test, repair and replace meters	Yes	**On Track**

At Least As Effective As **Yes**

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.4 Retail Consrvation Pricing

7042 City of Turlock

Implementation (Water Rate Structure)

Customer Class	Water Rate Type	Conserving Rate?
Single-Family	Increasing Block	Yes
Multi-Family	Increasing Block	Yes
Commercial	Increasing Block	Yes
Industrial	Increasing Block	Yes
Single-Family	Non-Volumetric Flat Rate	No
Multi-Family	Non-Volumetric Flat Rate	No
Commercial	Non-Volumetric Flat Rate	No

On Track

	Customer Class	Water Rate Type	(V) Total Revenue Comodity Charges	(M) Total Revenue Fixed Carges
	Single-Family	Increasing Block	357737.02	4771002.6
	Multi-Family	Increasing Block	347373.55	293441.4
	Commercial	Increasing Block	346134.08	286826.4
	Industrial	Increasing Block	454560.43	6085.8
	Single-Family	Non-Volumetric Flat Rate		831.81
	Multi-Family	Non-Volumetric Flat Rate		69598.97
	Commercial	Non-Volumetric Flat Rate		9775.02
			1505805.08	**5437562**

Calculate: V / (V + M) **22 %**

Implementation Option: Use Annual Revenue As Reported

Agency Provide Sewer Service: Yes

Customer Class	Rate Type	Conserving Rate?
Single-Family	Allocation Based	Yes
Multi-Family	Allocation Based	Yes
Commercial	Allocation Based	Yes
Industrial	Allocation Based	Yes

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.4 Retail Consrvation Pricing

Customer Class	Rate Type	Conserving Rate?
Institutional	Allocation Based	Yes
Commercial	Allocation Based	Yes

On Track

At Least As Effective As **No**

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 2.1 Public Outreach

7042 City of Turlock Retail Only

Does a wholesale Agency implement Public Outreach Programs? Yes

List of wholesale Agencies

	Public Outreach Program List	Number
	Newsletter articles on conservation	3
	Website	7
	Flyers and/or brochures (total copies), bill stuffers, messages printed on bill, information packets	2
	Landscape water conservation media campaigns	1
	Total	**13**
		On Track

	Number Media Contacts	Number
	Articles or stories resulting from outreach	5
	Television contacts	1
	News releases	1
	Total	**7**
		On Track

An actively maintained website that is updated regularly (minimum = 4 times per year, i.e., at least quarterly) Yes

	Annual Budget Category	Annual Budget Amount
	Water Conservation Supplies	10000
	Advertising	5000
	Total Amount:	**15000**
		On Track

Description of all other Public Outreach programs

1. Uploaded CCR document that includes a page on water conservation
2. Student-created PSA's about water conservation
3. Uploaded Go Green Newsletter with Water Conservation info
4. Added information about free services (sprinkler set up, rebate)

On Track

Public Outreah Additional Programs
(online) access to water usage information for customer accts (real-time meter data)
Free City Assistance- Residential Water Survey, free conservation devices and free sprinkler timer set-ups
Online Water Waste Reporting

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 2.1 Public Outreach

At Least As Effective As **No**

CUWCC BMP Coverage Report 2013

Foundational Best Manegemant Practices for Urban Water Efficiency

Foundational BMPs

BMP 2.2 School Education Programs

7042 City of Turlock — Retail Only

Does a wholesale Agency implement School Education Programs? Yes

List of wholesale Agencies

Materials meet state education framework requirements and are grade-level appropriate? Yes

Curriculum materials developed and/or provided by Agency:

In house publications created with our mascot/brand identity as well as
utilizing outsourced publications that meet state standards to suppliment.

Materials Distributed to K-6? Yes

Describe K-6 Materials

The City of Turlock's "Go Green Week" program features a week-long variety of presentations, assemblies, activities and info provided by community organizations and City staff to most K-12 schools within the district.

Materials distributed to 7-12 students? Yes (Info Only)

Annual budget for school education program: 15000.00

Description of all other water supplier education programs

In house publications created with our mascot/brand identity as well as
utilizing outsourced publications that meet state standards to suppliment. The City of Turlock's "Go Green Week" program features a week-long variety of presentations, assemblies, activities and info provided by community organizations and City staff to most K-12 schools within the district. Team Green Kids Club
Green Teen of The Month Award Program Go Green Week Calendar Contest and T-shirt design contest- Students create artwork that depicts an environmental issue/conservation message. Annual Student-Created PSA's

On Track

At Least As Effective As **No**

Reporting Unit: City of Turlock
Signatory: City of Turlock
RU Type: Retail

Welcome **Toni Cordell** | Logout
Role:Data Entry User

Home | Annual Input Forms | Base Year Data | Reports | Reporting Unit

Select Signatory: City of Turlock
Report Unit Level All
Select The Reporting Unit: City of Turlock
Sel: City of Turlock
Reporting Year 2013
Load Reports

Water Sources and Usage
- Base Year Data
- Water Sources Non Potable
- Water Sources Potable
- Water Uses Non Potable
- Water Uses Potable

BMP 1
- 1.1 Coverage Report Retail
- 1.1 Operation Practices Retail
- 1.2 Coverage Report Retail
- 1.2 Water Loss Control Retail
- 1.3 Coverage Report Retail
- 1.3 Metering With Commodity Retail
- 1.4 Coverage Report Retail
- 1.4 Retail Conservation Pricing

BMP 2
- 2.1 Coverage Report Retail
- 2.2 Public Information Programs Retail
- 2.1 Coverage Report Retail
- 2.2 School Education Programs Retail

BMP 3
- 3.1 Coverage Report Residential

BMP 4
- 4.1 Coverage Report CII

BMP 5
- 5.1 Coverage Report Landscape

FlexTrack Summary Coverage Report

GPCD
- GPCD

Select Report To Refresh Data

GPCD

100%

CUWCC BMP Coverage Report 2013

7042 City of Turlock

GPCD in 2006: 333.21

GPCD in 2013

GPCD Target for 2018: 315.20

Biennial GPCD Compliance Table **ON TRACK**

		Target		Highest Acceptable Bound	
Year	Report	% Base	GPCD	% Base	GPCD
2010	1	96.4%	321.20	100%	333.20
2012	2	92.8%	309.20	96.4%	321.20
2014	3	89.2%	297.20	92.8%	309.20
2016	4	85.6%	285.20	89.2%	297.20
2018	5	82.0%	315.20	82.0%	273.20

7042 City of Turlock

GPCD in 2006:

GPCD in 2013

GPCD Target for 2018:

Biennial GPCD Compliance Table **ON TRACK**

		Target		Highest Acceptable Bound	
Year	Report	% Base	GPCD	% Base	GPCD
2010	1	96.4%		100%	
2012	2	92.8%		96.4%	
2014	3	89.2%		92.8%	
2016	4	85.6%		89.2%	
2018	5	82.0%		82.0%	

APPENDIX K

UWMP Adoption Resolution

DRAFT

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UWMP Adoption Resolution will be included with final report

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WEST YOST ASSOCIATES

CITY OF TURLOCK INC. 1908

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-112 AND ADOPTING THE 2015 URBAN WATER MANAGMENT PLAN UPDATE INCLUDING THE METHOD FOR DETERMINING URBAN WATER USE TARGETS AS REQUIRED BY THE WATER CONSERVATION ACT OF 2009	}	**RESOLUTION NO. 2016-**

WHEREAS, the Urban Water Management Planning Act (Act) requires water suppliers with 3,000 connections or more or supplying 3,000 or more acre-feet of water per year to prepare an Urban Water Management Plan (UWMP) every five years; and

WHEREAS, the UWMP assists water suppliers in mapping out long-term water resource planning to ensure an adequate water supply is available to meet existing and future water demands over a 20-year planning horizon; and

WHEREAS, water suppliers are required to report, describe, and evaluate water deliveries and uses, existing and future water supply sources, efficient water uses, demand management measures, water shortage contingency planning and drought response actions; and

WHEREAS, the City must adopt the method for determining urban water use targets as required by the Water Conservation Act of 2009 (SB X7-7), which requires cities to achieve a 20% per capita per day reduction by 2020; and

WHEREAS, the City of Turlock has prepared the 2015 UWMP in compliance with the Act; and

WHEREAS, the 2015 UWMP must be submitted to the State of California's Department of Water Resources by July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-112 and adopt:

1. The 2015 Urban Water Management Plan Update.
2. Target Method 1 for calculating the final 2020 urban water use target.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

8A

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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

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

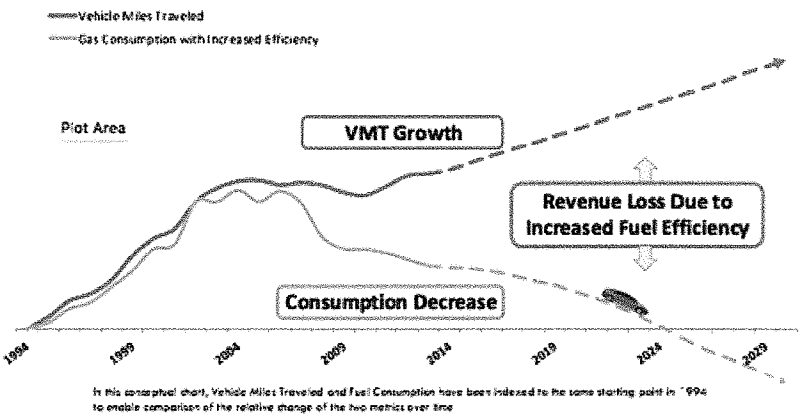
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Transportation Expenditure Plan and requesting the Stanislaus County Board of Supervisors place a Retail Transaction and Use Tax Measure on the November 8, 2016 General Election ballot

2. DISCUSSION OF ISSUE:

Background



The road, transportation and circulation systems within the incorporated cities and unincorporated areas of Stanislaus County are of regional concern. The quality of such systems have a direct impact on residents, agriculture, business, industry and general economy within the county. Available revenues, including monies from Local, State, and Federal governments, are not adequate to support needed maintenance, upgrades or safety improvements to the existing infrastructure or the construction of the new infrastructure that the County and cities anticipate will be needed to meet the demands of the future.

Twenty California counties (containing 81% of the State's population) have already addressed this funding challenge by becoming a Self-Help county with a voter-

OK for Agenda
Pam

approved local option sales tax measure for transportation purposes. Stanislaus Council of Governments (StanCOG) has completed a comprehensive outreach and planning effort to assess the viability of becoming a Self-Help county and has developed a Plan for consideration by voters.

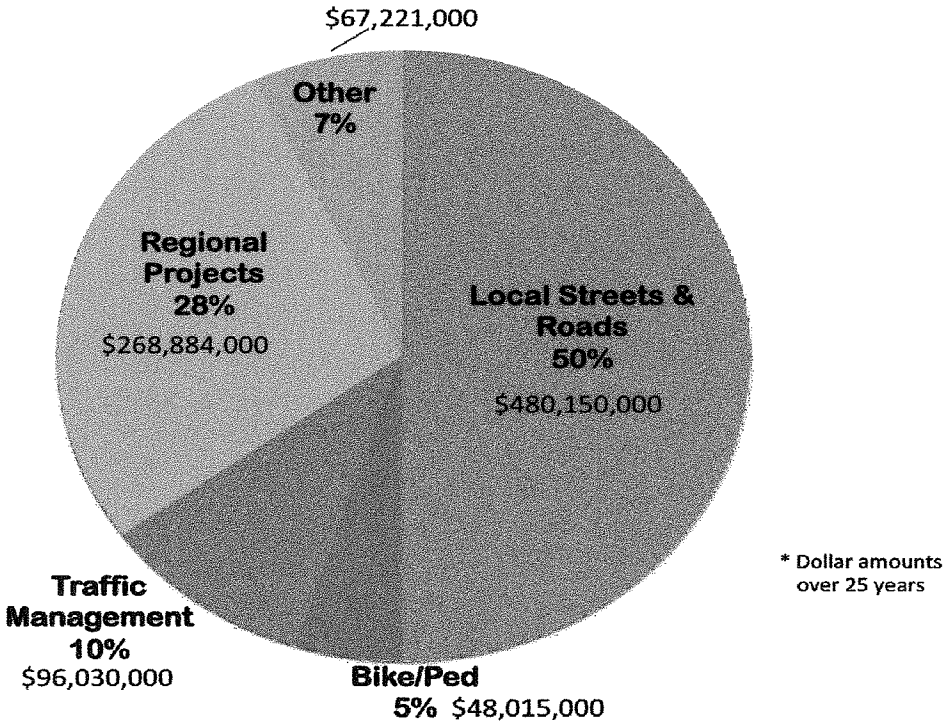
Previously, StanCOG Policy Board unanimously approved the proposed formula to allocate revenues by jurisdiction and by investment category. On May 18, 2016 StanCOG Policy Board unanimously approved a list of proposed Regional Projects.

Discussion

The Stanislaus Council of Governments is proposing a half-cent transaction and use tax for 25-years for consideration by voters on the November 2016 ballot. The tax is implemented through the adoption of an Ordinance and Expenditure Plan. The Expenditure Plan was heavily influenced by a comprehensive public outreach program that asked residents to identify their priorities for future transportation programs and projects. This included numerous meetings with community leaders representing diverse viewpoints, meetings with individual member agencies, presentations and meetings with City Councils, a series of three focus groups in the eastern area of the County, a statistically valid telephone poll and more than 50 community presentations throughout the County.

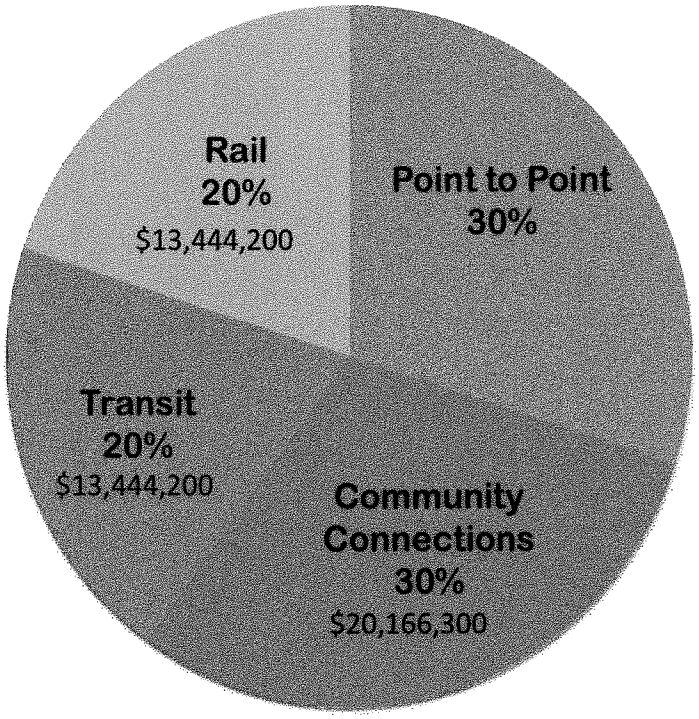
To maintain and improve the quality of life and to preserve the unique and natural amenities available to all residents in Stanislaus County, the Stanislaus Council of Governments has developed the Stanislaus County Expenditure Plan to establish a dedicated local funding source for local agencies to address special and localized transportation needs, including:

Proposed Expenditure Plan: Policy Board 12/16/15*



- Local streets and roads:
  - Nearly $480 million, or $19.2 million per year
  - Provided directly to local jurisdictions for roadway maintenance.
- Traffic Management:
  - Nearly $96 million, or $3.8 million per year.
  - Projects that relieve congestion and promote goods movement and economic vitality.
- Bike and Pedestrian Improvements:
  - Nearly $48 million, or $1.9 million per year.
  - Projects providing safer bicycle and pedestrian pathways.
- Regional Projects:
  - Nearly $268 million, or $10.7 million per year.
  - Projects that relieve congestion and promote goods movement and economic vitality.

Other 7% Total*



* Dollar amounts over 25 years

- Point to Point Services:
  - Nearly $20 million, or $806,000 per year.
  - Specialized door-through-door transportation services for seniors and persons with disabilities.
- Community Connections:
  - Nearly $20 million, or $806,000 per year
  - Projects providing safer bicycle and pedestrian pathways in unincorporated areas.
- Transit Improvements:
  - Nearly $13.4 million, or $537,000 per year.
  - Operational, maintenance and infrastructure improvements for transit.
- Rail Improvements:
  - Nearly $13.4 million, or $537,000 per year.
  - Shuttle services to ACE, Amtrak and BART trains.
  - Education programs to promote rail.

The following safeguards are included to ensure strict adherence to the limitations on the use of the revenues provided by this measure to ensure that funding from the one-half of one percent retail transactions and use tax is used in accordance with the specified voter-approved transportation project improvements and programs.

- Expenditure Plan. This Plan identifies the specific projects and programs supported by the voters to be funded by revenue raised by this transactions and use tax.

- Sunset Date: 25 years.

- Oversight Committee. This Committee will be established to provide citizen review and to ensure that all Measure funds are spent in accordance with provisions of the Expenditure Plan and the Ordinance.

- Maximum of 1% for Administrative Costs Restriction. In no case shall the funds expended for administration exceed one (1) percent of the annual amount of gross revenues raised by the tax.

- Leverage State/Federal Funds. StanCOG will continue to seek maximum funding for our local transportation improvements through state and federal programs with the additional leverage provided from these funds.

- Spending Assurances. All funds are dedicated for transportation planning, design, construction, operation and maintenance only in Stanislaus County and its cities and cannot be used for other governmental purposes or programs.

- Local Control. 65% of the revenues (50% for Local Streets and Roads; 5% for Bike/Ped; and 10% for Traffic Management) are distributed by formula directly to local agencies for transportation priorities.

- Protected from State Raids. These funds cannot be taken by the State.

- Annual Audits and Annual Reporting. StanCOG shall publish a report, based on an independent audit, on how all revenues have been spent and on progress in implementing projects in the Plan, and shall publicly report on the findings.

The Expenditure Plan and the Transactions and Use Tax

The Expenditure Plan specifies how the funds of the transactions and use tax will be used. Upon adoption, StanCOG may only use the funds of the transactions and use tax for the purposes specified.

Approval of the Expenditure Plan

In order for StanCOG to adopt the Expenditure Plan, State law requires that the Expenditure Plan be approved by the "*the board of supervisors and the city councils representing both a majority of the cities in the county and a majority of the population residing in the incorporated areas of the county.*"

Resolution Requesting Adopting the Expenditure Plan

In order to place the transactions and use tax on the ballot, StanCOG, as the Local Transportation Authority, must request that the Stanislaus County Board of Supervisors place the proposed tax on the ballot for the November 8, 2016 election.

First, however, the Board of Supervisors and the City Councils representing both a majority of the cities in the county and a majority of the population residing in the incorporated areas of the county must approve the Expenditure Plan. The attached Resolution memorializes the cities' approval of the Expenditure Plan and makes a request that the Stanislaus County Board of Supervisors place the proposed transactions and use tax on the ballot for the November 8, 2016 general election.

Upon StanCOG obtaining the approval of the Board of Supervisors and the City Councils, StanCOG may adopt the Expenditure Plan, which will allow StanCOG to adopt the transactions and use tax ordinance (Ordinance).

Should you have any questions regarding this staff report, please contact Rosa De León Park, StanCOG, Executive Director at 209-525-4600 or via e-mail at rpark@stancog.org or Kendall Flint, StanCOG, Project Manager at 650-455-1201 or via email at kflint@rgs.ca.gov or Michael G. Pitcock, City of Turlock, Director of Development Services/City Engineer at 209-668-5520 or via e-mail at mpitcock@turlock.ca.us.

3. BASIS FOR RECOMMENDATION:

A. State law requires that the Expenditure Plan be approved by the "*the board of supervisors and the city councils representing both a majority of the cities in the county and a majority of the population residing in the incorporated areas of the county.*"

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

4. Transportation infrastructure that serves the needs of the community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: While this action alone will not have a financial impact to the City of Turlock, the action is part of an overall process that could generate $960,000,000 county-wide over a 25-year life for transportation network maintenance and enhancements.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

Approving the Transportation Expenditure Plan and requesting the County Board of Supervisors to place a retail transaction and use tax measure on the November 8, 2016 General Election Ballot is not a "project" as defined by the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA as provided in the CEQA Guidelines.

7. ALTERNATIVES:

Not approve the Transportation Expenditure Plan. Staff does not recommend this action as the state of our transportation network is deteriorating due to lack of funding and no other revenue source has been identified.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE TRANSPORTATION EXPENDITURE PLAN AND REQUESTING THE STANISLAUS COUNTY BOARD OF SUPERVISORS PLACE A RETAIL TRANSACTION AND USE TAX MEASURE ON THE NOVEMBER 8, 2016 GENERAL ELECTION BALLOT	}	**RESOLUTION NO. 2016-**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to state and federal designation; and

WHEREAS, StanCOG is the Local Transportation Authority ("Authority") as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Section 180000 et seq; and

WHEREAS, as the Authority, StanCOG desires to become a "Self-Help" county through adoption and imposition of a one-half of one-cent transactions and use tax for a period of 25 years to fund transportation projects, programs and improvements as set forth in the proposed Ordinance and Transportation Expenditure Plan (Attachment 1); and

WHEREAS, the proposed Transportation Expenditure Plan contains a summary of the projects, improvements and programs to be funded with the retail transaction and use tax funds; and

WHEREAS, the interests of the City of Turlock and its residents and businesses will benefit by the implementation of the 25-year Transportation Expenditure Plan through the adoption and imposition of a one-half of one-cent transactions and use tax for transportation in Stanislaus County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Stanislaus County Transportation Expenditure Plan.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock requests the Stanislaus County Board of Supervisors place a Retail Transaction and Use Tax Measure on the November 8, 2016 General Election ballot.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

STANISLAUS COUNCIL OF GOVERNMENTS
Measure _____
Stanislaus County Transportation Sales and Use Tax
Ordinance #16-01

The Stanislaus County Transportation Authority ordains as follows:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as, "Measure ____ : Stanislaus County Transportation Sales and Use Tax" which shall establish and implement a retail transaction and use tax.

SECTION 2. DEFINITIONS.

2.01. "Authority" means the Stanislaus Council of Governments as the Local Transportation Authority as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Section 180000 et seq.

2.02. "County" means the County of Stanislaus.

2.03. "Expenditure Plan" means the Expenditure Plan attached to this Ordinance as **Exhibit "A"** and incorporated herein.

2.04. "Maintenance of Effort" means a jurisdiction must demonstrate maintenance of a minimum level of local street and road expenditures in order to receive Local Streets and Roads funds.

2.05. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of the ordinance. If the Ordinance is approved by a two-thirds majority of the electors voting on this Ordinance at the election held on November 8, 2016, the Operative Date shall be April 1, 2017.

2.06. "Ordinance" means the Measure ___: Stanislaus County Transportation Sales and Use Tax ordinance which establishes and implements the retail transaction and use tax set forth herein.

SECTION 3. EXPENDITURE PLAN PURPOSES.

3.01. This Ordinance provides for the implementation of the Expenditure Plan, as approved and adopted by the Authority, which will result in countywide local street and road improvements, arterial street widening, signalization, pedestrian, bicyclist, and driver safety improvements. These needed improvements shall be funded by a one-half of one percent retail transactions and use tax established for a twenty five year period. The revenues shall be deposited in a special fund, used solely for the transportation projects, improvements and programs described in the Expenditure Plan which is considered a part of this Ordinance and hereby incorporated by reference as if fully set forth herein.

SECTION 4. ADMINISTRATIVE EXPENSES.

4.01. The revenues received by the Authority from this Ordinance, after deduction of the required Board of Equalization costs for performing the functions specified in section 180204 of the Public Utilities Code, reimbursing the County of Stanislaus for its costs in conducting the election if the measure is approved in accordance with section 180203(a) of the Public Utilities Code, and after deduction for the administration of the Expenditure Plan pursuant to the provisions of the Public Utilities Code commencing with section 180200, in an amount not to exceed one-percent (1%), shall be used for the transportation projects, improvements and programs countywide as set forth in the Expenditure Plan and in a manner consistent with the Expenditure Plan developed by the Authority.

4.02. Revenues may be expended by the Authority for salaries, wages, benefits, overhead, auditing and those services including contractual services necessary to administer this Ordinance; however, in no event shall an amount exceeding one-percent (1%) of the annual revenue provided by this Ordinance go towards paying the administrative salaries and benefits of the staff of the Authority. Costs of performing or contracting for project related work shall be paid from the revenues allocated to the appropriate purpose.

4.03. An annual independent audit shall be conducted to assure that the revenues expended by the Authority under this section are necessary and reasonable in carrying out its responsibilities under this Ordinance.

SECTION 5. REQUEST FOR ELECTION.

5.01. The Authority hereby requests the Stanislaus County Board of Supervisors place this Ordinance before the voters for approval on the November 8, 2016 ballot.

5.02. The proposition to be placed on the ballot shall contain a summary of the projects, improvements, and programs and shall read substantially as follows:

> To provide funding for local transportation improvements including: fixing potholes/maintaining streets; improving emergency response; providing safe routes to schools; providing senior, veterans and disabled shuttle services; and improving safety/reducing traffic congestion on Highway 99/major streets; shall the Stanislaus County Transportation Authority enact a ½ cent sales tax, generating $38,000,000 annually for transportation projects, funds that cannot be taken by the State, requiring all money to be spent in Stanislaus County with citizens' oversight for 25 years?

SECTION 6. EFFECTIVE, OPERATIVE AND TERMINATION DATES.

6.01. This Ordinance shall become effective on November 8, 2016 only if a two-thirds majority of the electors voting on this Ordinance at the election held on November 8, 2016 vote to approve the Ordinance. If so approved, the provisions of this Ordinance shall become

operative on April 1, 2017 and shall be imposed and collected for a period of twenty-five (25) years thereafter.

6.02. The authority to levy the tax authorized pursuant to this Ordinance shall expire on March 31, 2042.

SECTION 7. CONTRACT WITH STATE.

7.01. Prior to the Operative Date, the Authority shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the Authority shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

SECTION 8. TRANSACTIONS AND USE TAX RATE.

8.01. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one-half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Ordinance.

8.02. An excise tax is hereby imposed on the storage, use or other consumption in the incorporated and unincorporated territory of the County of tangible personal property purchased from any retailer on and after the Operative Date of this Ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

SECTION 9. EXPENDITURE PLAN PROCEDURES AND MAINTENANCE OF EFFORT.

9.01. It is the intent of the Legislature and the Authority that revenues provided from this Ordinance be used to supplement existing revenues being used for transportation projects, improvements and programs.

9.02. Pursuant to the intent of the Public Utilities Code section 180001, a jurisdiction cannot redirect monies currently being used for transportation purposes to other uses, and then replace the redirected funds with local street maintenance and improvement dollars from the retail transaction and use tax.

9.03. To meet the requirements of state law, in order to receive Local Streets and Roads funds a jurisdiction must demonstrate maintenance of a minimum level of local street and road expenditures in conformance with the provision below:

9.03.01. Annual expenditures of a local jurisdiction's general funds for transportation purposes shall not be an amount less than the jurisdiction's three-year average of its annual expenditures from its general fund during the prior three fiscal years. In calculating the three-year average annual general fund expenditures, any unrestricted funds which the local jurisdiction may expend at its discretion, expended for transportation purposes are expenditures from the general fund.

9.03.02. Subject to Authority approval, if any local jurisdiction had extraordinary local discretionary fund expenditures during any fiscal year it may determine that year's minimum expenditure base level of local discretionary funds by:

a) Subtracting those extraordinary expenses (including assessment district contributions, development impact funds, or other non-recurring contributions) from its total expenditures; or

b) Petitioning the Authority for special consideration. It is possible that a local jurisdiction may need to revise its minimum expenditure base beyond the subtraction of extraordinary expenses. In this instance, the Authority may allow the establishment of a new base for that jurisdiction's Maintenance of Effort requirement. A local jurisdiction petitioning the Authority under this provision must supply evidence of the need for special consideration and the petition must be approved by a majority vote of the Authority.

9.04. An annual independent audit will be conducted to verify that the Maintenance of Effort requirements were met by the local jurisdictions. Any local jurisdiction which does not meet its Maintenance of Effort requirement in any given year may have its Local Streets and Roads fund received pursuant to the Expenditure Plan reduced in the following year by the amount by which the jurisdiction did not meet its required Maintenance of Effort. Such funds shall be redistributed to the remaining eligible jurisdictions.

SECTION 10. ORDINANCE PURPOSES.

10.01. This Ordinance is adopted to achieve the following, among other purposes, and directs the provisions hereof be interpreted in order to accomplish these purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Division 19 (commencing with Section 180000) of the California Public Utilities Code, and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, which authorizes the Authority to adopt this tax ordinance which shall be operative if two-thirds (2/3) of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of

California insofar as those provisions are not inconsistent with the requirements and limitations contained in Division 19 (commencing with Section 180000) of the California Public Utilities Code, and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. The funds generated by the transaction and use tax authorized by this Ordinance may only be used for transportation purposes including the administration of the Expenditure Plan, as may be amended, including defense or prosecution of legal actions related thereto, the construction, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related transportation purposes, including project management and oversight of the projects to be funded using the transaction and use tax, such as coordination with other responsible agencies as well as project delivery and negotiation of project agreements. These purposes include expenditures for planning, environmental reviews, engineering and design costs, and related right-of-way acquisition. Expenditures also include, but are not limited to, debt services on bonds or other indebtedness, and expenses and reserves in connection with the issuance of the same.

SECTION 11. ADOPTION OF PROVISIONS OF STATE LAW.

11.01. Except as otherwise provided in this Ordinance, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the California Revenue and Taxation Code, insofar as they relate to sales taxes and are not inconsistent with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Division 19 (commencing with Section 180000) of the California Public Utilities Code, are hereby adopted and made a part of this Ordinance as though fully set forth herein.

11.02. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, wherever the State of California is named or referred to as the taxing agency, the name of the Authority shall be substituted therefor. The name of the Authority shall also be substituted for the word "state" in the phrase "retailer engaged in business in this state" in Section 6203 and in the definition of that phrase.

SECTION 12. ADDITONAL PERMIT NOT REQUIRED.

12.01. If a seller's permit has been issued to a retailer under section 6067 of the California Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

SECTION 13. EXEMPTIONS AND EXCLUSIONS.

13.01. The amount subject to tax pursuant to this Ordinance shall not include the amount of sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or the amount of any state-administered transactions or use tax.

13.02. There are exempted from the transactions tax portion of the transactions and use tax authorized pursuant to this Ordinance:

A. The gross receipts from the sale of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of the aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

B. The sales of property to be used outside the County which are shipped to a point outside the County, pursuant to the contract of sale, by delivery to that point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point.

1. For purposes of this Ordinance, "delivery" of vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code shall be satisfied by (i) registration to an out-of-County address; and, (ii) by a declaration under penalty of perjury, signed by the buyer, stating that the address is, in fact, his or her principal place of residence.

2. For purposes of this Ordinance, "delivery" of commercial vehicles shall be satisfied by (i) registration to a place of business out of County; and, (ii) a declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

C. The sale of tangible personal property is exempt from the tax authorized by this Ordinance if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

D. A lease of tangible personal property which is a continuing sale of that property is exempt from the tax authorized by this Ordinance for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the

Operative Date of this Ordinance.

E. For purposes of Section 13.02 subparagraphs C and D, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not that right is exercised.

13.03. There are exempted from the use tax portion of the transactions and use tax authorized pursuant to this Ordinance:

A. A retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

B. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer is required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

C. The storage, use, or other consumption of tangible personal property, other than fuel or petroleum products, purchased by operators of aircraft, and used or consumed by the operators directly and exclusively in the use of the aircraft as common carriers of person or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the California Revenue and Taxation Code.

D. The storage, use, or other consumption in the County of tangible personal property if the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

E. The possession of, or the exercise of any right or power over, tangible personal property under a lease which is a continuing purchase of the property is exempt from tax for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease entered into prior to the Operative Date of this Ordinance.

F. For the purposes of Section 13.03, subparagraphs D and E, the storage, use, or other consumption of, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to

terminate the contract or lease upon notice, whether or not the right is exercised.

G. Any person subject to use tax under this Ordinance may credit against that tax or any transactions tax, or to reimbursement for a transactions tax, paid to a County or retailer in the County imposing a transactions and use tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code.

SECTION 14. PLACE OF SALE.

14.01. For the purposes of this Ordinance, all retail transactions are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated for the purpose of a transaction tax imposed by this Ordinance shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

SECTION 15. BONDING AUTHORITY.

15.01. The Authority shall have the power to sell or issue, at any time, and from time to time, limited tax bonds payable from and secured by the proceeds from the sales tax authorized by this Ordinance in order to finance and refinance the transportation projects identified in the Expenditure Plan.

15.02. The maximum bonded indebtedness which may be outstanding at any one time shall be an amount equal to the sum of the principal of, and interest on, the bonds, but not to exceed the estimated proceeds of the tax. The amount of bonds outstanding at any one time does not include the amount of bonds, refunding bonds, or bond anticipation notes for which funds necessary for the payment thereof have been set aside for that purpose in a trust or escrow account.

SECTION 16. AMENDMENTS TO EXPENDITURE PLAN.

16.01. The Authority may annually review and propose amendments to the Expenditure Plan to provide for the use of additional federal, state, and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. The Authority may not amend the sales tax revenue allocations by category set forth in the Expenditure Plan as the allocations may be amended only if two-thirds majority of the electors vote to approve.

16.02. Amendments to the Expenditure Plan must be passed by a two-thirds majority vote of the Authority board's total membership by a roll call vote entered in the minutes of the Authority following a noticed, public hearing of the Authority. Notice of the public hearing shall be published pursuant to Government code section 6062. Subsequently, the Authority shall notify the Board of Supervisors, the City Council of each city in the county and

provide each with a copy of the proposed amendment(s). Pursuant to Public Utilities Code section 180207, proposed amendment(s) shall become effective 45 days after notice is given, unless appealed under the process outlined in the following paragraph. Should an appeal be filed, the Authority shall hold a public hearing on the proposed amendment(s) within 45 days of the filing of the appeal.

16.03. In the event that a local jurisdiction does not agree with the Authority's amendment(s), the jurisdiction's governing body must, by a majority vote, determine to formally notify the Authority of its intent, in writing by registered mail, to obtain an override of the Authority's amendment(s). The appealing jurisdiction will have 45 days from the date the Authority adopts the proposed amendment(s) to obtain resolutions supporting an override of the amendment(s) from a majority of the cities representing a majority of the population residing within the incorporated areas of the county and from the Board of Supervisors. If a jurisdiction does not obtain the necessary resolutions supporting the override, the Authority's amendment(s) to the Expenditure Plan will stand. If the necessary resolutions supporting the override are obtained within 45 days from the date the Authority adopts the proposed amendment(s), then the amendment(s) shall not become effective.

16.04. The Expenditure Plan shall be updated by the Authority every ten years that the sales tax is in effect to reflect current and changing priorities and needs in the County, as defined by the duly elected local government representatives on the Authority Board. Any changes to the Expenditure Plan must be adopted with current law in effect at the time of the update and must be based on findings of necessity for change by the Authority.

SECTION 17. AMENDMENTS TO THIS ORDINANCE.

17.01. This Ordinance may be amended to further its purposes. The Authority shall establish a process for proposed Ordinance amendment(s) which ensures that the Authority committees established by this Ordinance participate in the development of the proposed Ordinance amendment(s).

17.02. Upon completion of that process, amendment(s) to this Ordinance must be passed by a two-thirds majority of the Authority board's total membership by a roll call vote entered in the minutes of the Authority. The Authority must hold a noticed, public hearing on the matter before formal adoption of any amendment to the Ordinance. Notice of the public hearing shall be published pursuant to Government Code section 6062.

17.03. In the event that a local jurisdiction does not agree with the Authority's amendment(s), the jurisdiction's policy decision-making body must, by a majority vote, determine to formally notify the Authority of its intent, in writing by registered mail, to obtain an override of the Authority's amendment(s). The appealing jurisdiction will have 45 days from the date the Authority adopts the proposed amendment(s) to obtain resolutions supporting an override of the amendment(s) from a majority of the cities representing a majority of the population residing within the incorporated areas of the county and from the Board of Supervisors. If a jurisdiction does not obtain the necessary resolutions supporting the override, the Authority's amendment(s) to the Ordinance will stand. If the necessary resolutions

supporting the override are obtained within 45 days from the date the Authority adopts the proposed amendment(s), then the amendment(s) shall not become effective.

SECTION 18. AUTHORITY COMMITTEES.

18.01. The following committee structure is established to advise the Authority in the administration of the Expenditure Plan and this Ordinance:

A. A Measure "____" Oversight Committee is established to review the independent fiscal audit of the expenditure of the tax funds and issue an annual report on its findings regarding compliance with the requirements of the Expenditure Plan and the Ordinance to the Board of the Authority. The Measure "____" Oversight Committee is responsible for oversight of the proper use of sales tax funds and implementation of the programs and projects set forth in the Expenditure Plan and making recommendations to the Board of the Authority. The committee is not a policy making body. The Measure "___" Oversight Committee shall consist of one representative from each of the following jurisdictions: City of Ceres, City of Hughson, City of Modesto, City of Neman, City of Oakdale, City of Patterson, City of Riverbank, City of Turlock, City of Waterford and Stanislaus County. Members of the Measure "___" Oversight Committee shall not be members of any other Authority or StanCOG committee(s).

SECTION 19. STATUTORY AMENDMENTS.

19.01. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

SECTION 20. CREATION OF SEPARATE ACCOUNT.

20.01. All retail transaction and use tax revenue, plus interest, will be deposited in a special fund for the projects identified in the Expenditure Plan. The fund(s) authorized under this Ordinance will be administered by the Authority.

20.02. The Authority shall allocate funds to projects and programs identified in the Expenditure Plan as necessary to meet contractual and program obligations. The Authority may allocate funds as described but may reserve the right not to disburse monies until needed to meet contractual project or program obligations. Each agency receiving funds from this Ordinance shall deposit said funds in a separate interest bearing account. Any interest earned on funds allocated pursuant to this Ordinance shall be expended only for those purposes for which the funds were allocated or shall be returned to the Authority. The Authority reserves the right to audit such accounts.

SECTION 21. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

21.01. This Ordinance is not a project as defined in Section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is therefore exempt from CEQA requirements. Prior to the commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed.

SECTION 22. IMPLEMENTING ORDINANCES.

22.01. Upon approval of this Ordinance by the voters, the Authority may, in addition to the local rules required to be provided pursuant to this Ordinance, adopt implementing ordinances, rules and administrative procedures, and take such other actions as may be necessary and appropriate to carry out its responsibilities to implement the Expenditure Plan.

SECTION 23. DESIGNATION OF FACILITIES.

23.01. Each project or program in excess of $250,000 funded in whole or in part by revenues from this Ordinance shall be clearly designated in writing by signs and/or documents, during its construction or implementation as being funded by revenues from this Ordinance.

SECTION 24. CONTRACTING FOR PROJECT DELIVERY.

24.01. The Authority shall have the power to contract for project delivery of any project or program of the Expenditure Plan if all of the jurisdictions affected by the project agree and if the Authority finds that:

A. The project could be delivered faster under a contract issued by the Authority; or

B. A contract by the Authority would provide economies of scale and reduce project costs.

SECTION 25. ANNUAL REPORT.

25.01. An annual report will be prepared by the Authority within 180 days of the end of the fiscal year identifying the actions and accomplishments of the Authority in meeting the adopted Expenditure Plan.

SECTION 26. SEVERABILITY.

26.01. If any section, part, provision, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held invalid or unconstitutional, the remaining portions of this Ordinance and the application of such provisions to other persons or circumstances shall not be affected but shall remain in full force and effect.

SECTION 27. ANNUAL APPROPRIATIONS LIMIT.

27.01. Article XIIIB of the California Constitution requires the establishment of an annual appropriations limit for certain governmental entities. The maximum annual appropriations limit for the Authority has been established as $500 million. The appropriations limit shall be subject to adjustment as provided by law. All expenditures of the retail transaction and use tax revenues authorized pursuant to this Ordinance are subject to the appropriations limit of the Authority.

SECTION 28. ENJOINING COLLECTION FORBIDDEN.

28.01. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the Authority, or against any officer of the State or the Authority, to prevent or enjoin the collection under this Ordinance, or Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code, or Division 19 (commencing with Section 180000) of the California Public Utilities Code, of any tax or any amount of tax required to be collected.

SECTION 29. CAPTIONS.

29.01. The titles and headings to the sections set forth in this Ordinance are not part of this Ordinance and shall have no effect upon the construction or interpretation of any part hereof.

SECTION 30. ADOPTION OF ORDINANCE.

30.01. This Ordinance was introduced and the title thereof read at the regular meeting of the Authority's governing Board on June 15, 2016, and adopted at the regular meeting of the Authority's governing Board on June ___ , 2016, with further reading thereof having been waived by a vote of the members present.

_____

VITO CHIESA, CHAIR

ATTEST:

_____

ROSA DE LEÓN PARK, EXECUTIVE DIRECTOR

EXHIBIT "A"

Expenditure Plan

Stanislaus Council of Governments
Expenditure Plan

State and federal transportation funding has dropped severely in recent years, with once dependable funds becoming increasingly unreliable. Transportation's primary fund source, the gas tax, hasn't been raised in 20 years and our cars are more fuel-efficient than ever. Therefore, revenues available to operate, maintain and improve our local transportation system have not kept up with the needs of our community. Over the next decade, Stanislaus County's population will continue to grow and our senior population will almost triple. This means without new funding, Stanislaus County will have increased congestion, increasingly deteriorating roadways and fewer and more costly transportation services.

The Modesto-Metro Area currently has the 20th worst roads in the United States.

A new, reliable source of transportation funding is needed to maintain our communities and quality of life.

Stanislaus County voters are being asked to approve a 25-year, ½ cent sales tax to address these needs. Twenty other counties in California have already approved similar ballot measures making them 'Self-Help' Counties. With these voter-approved local transportation funds, Self-Help Counties are able to maintain and improve their transportation systems. They are also more successful in competing for funding and leveraging a larger share of state and federal dollars. Self-Help funds generated must stay local and can only be spent on transportation.

The Stanislaus County Expenditure Plan ("Plan") was developed through a comprehensive public outreach program that asked residents to identify their priorities for future transportation programs and projects. Outreach included over 75 meetings with community organizations and leaders representing diverse viewpoints. Additionally, a series of focus groups were conducted along with a statistically valid telephone poll. The Plan has been unanimously supported and approved by the Stanislaus Council of Governments, all nine cities in the region and the County Board of Supervisors.

Self-Help in Stanislaus County would:

- Generate approximately $38 million per year based on ½ cent sales tax for an estimated total of $960 million over the course of the measure's lifetime,
- Be used for LOCAL projects and LOCAL priorities, prohibiting Sacramento from taking possession of these funds;
- Allow Stanislaus County to compete for State and Federal grants and leverage funds, thereby increasing revenues;
- Deliver an Expenditure Plan with a specific list of projects and programs; and
- Include an Oversight Committee to ensure projects and programs in the Plan are actually funded and/or completed.

The Expenditure Plan

Revenue Estimates and Distribution

Over the course of the 25-year plan, it is estimated that $960 million dollars will be generated for local transportation investments. This amount was calculated based on a five-year average of sales tax revenues throughout the County that was then reduced to reflect a conservative estimate.

Allocation of Self-Help revenues is established within this Plan. The estimated revenue and allocation among categories is based upon 2016 value of money and is not binding or controlling. Transportation sales tax funds shall be allocated by percentage of the actual revenue received.

This funding will serve as an investment that will leverage future local, State and Federal grant opportunities. Funds will be used for all phases of project implementation, including: planning, environmental, permits, and design, right-of-way, and/or construction capital and operations projects. State and federal fund sources that may also be used to implement transportation projects and programs in the next decade include the State Regional Transportation Improvement Program (STIP), Inter-regional Transportation Improvement Program (ITIP), Fixing America's Surface Transportation (FAST) Act Freight and Highway Projects Program, Congestion Mitigation Air Quality (regional-estimate $15M), Regional Surface Transportation Funds (regional-estimate $10M), and Local Funding (e.g. developer fees, general funds, and Measure "Local Control").

All revenue estimates and allocations contained in this Plan are for illustrative purposes. Actual net revenues may fall above or below the projections contained in the Expenditure Plan, therefore actual revenue allocations to each category will be based on the percentages contained herein.

Local Control 65% Total (50% Local Streets and Roads, 10% Traffic Management, 5% Bike and Pedestrian)

Local Streets and Roads, 50%, $480,150,000

Recognizing that streets are the backbone of our transportation system, this Plan provides funds to local cities and Stanislaus County, distributed primarily based on 2015 population to support local roads. Each agency will identify specific streets and roads that will be prioritized for repair and/or refurbishment. These funds will be used exclusively for repair and maintenance – no new roads will be funded. These funds must be used to augment current transportation spending and cannot be used to replace a local agency's general fund expenditures.

Jurisdiction	Local Street & Road Program %[1]	Total	Total Annual
Ceres	6.36%	30,552,381.79	1,222,095.27
Hughson	1.26%	6,048,075.58	241,923.02
Modesto	35.79%	171,868,971.22	6,874,758.85
Newman	1.26%	6,048,075.58	241,923.02
Oakdale	3.86%	18,528,231.53	741,129.26
Patterson	4.55%	21,840,272.92	873,610.92
Riverbank	3.42%	16,416,205.14	656,648.21
Turlock	15.26%	73,259,503.69	2,930,380.15
Waterford	1.26%	6,048,075.58	241,923.02
Stan County	26.98%	129,540,206.98	5,181,608.28
Total	100.00%	480,150,000.00	19,206,000.00

Traffic Management, 10%, $96,030,000

These are projects including upgrades to local intersections, road widening, signalization, bridge replacements and/or traffic calming methods.

Jurisdiction	Traffic Management %[2]	Total	Total Annual
Ceres	6.36%	6,110,476	244,419
Hughson	1.26%	1,209,615	48,385
Modesto	35.79%	34,373,794	1,374,952
Newman	1.26%	1,209,615	48,385
Oakdale	3.86%	3,705,646	148,226
Patterson	4.55%	4,368,055	174,722
Riverbank	3.42%	3,283,241	131,330
Turlock	15.26%	14,651,901	586,076
Waterford	1.26%	1,209,615	48,385
Stan County	26.98%	25,908,041	1,036,322
Total	100.00%	96,030,000	3,841,200

[1] 1% to StanCOG for management of program.

[2] Less 1% for StanCOG administration for programs.

Bike and Pedestrian Improvements, 5%, $48,015,000

These projects include local connectivity between communities, local schools, trails and recreation facilities. Each agency will work closely with residents to determine the type, location and priority for new or upgrades to existing facilities.

Jurisdiction	Bicycles and Pedestrians %[3]	Total	Total Annual
Ceres	6.36%	3,055,238	122,210
Hughson	1.26%	604,808	24,192
Modesto	35.79%	17,186,897	687,476
Newman	1.26%	604,808	24,192
Oakdale	3.86%	1,852,823	74,113
Patterson	4.55%	2,184,027	87,361
Riverbank	3.42%	1,641,621	65,665
Turlock	15.26%	7,325,950	293,038
Waterford	1.26%	604,808	24,192
Stan County	26.98%	12,954,021	518,161
Total	100.00%	48,015,000	1,920,600

Available uses for the Local Control funding category include:

- Maintaining, improving or constructing streets, roads, bridges, and bicycle and pedestrian facilities,
- Community Enhancements, such as downtown streetscapes, transportation enhancements, way finding, and accessibility improvements, street lighting, street furniture and trees,
- Safety Improvements,
- Programs that reduce transportation demand,
- Storm damage repair to transportation facilities
- Roadway drainage facilities,
- Traffic signal coordination, intersection and channelization, and
- Traffic management.

Regional Control

Regional Projects, 28%, $268,884,000

These funds would be used for planning, project development, right-of-way, and/or construction of major corridor, capital projects. Proposed regional projects are at different stages of implementation. The Plan includes a set of projects identified by a combination

[3] Less 1% for StanCOG administration for programs.

of public outreach, local agency priorities and StanCOG Board direction based on its adopted 2035 Regional Transportation Plan. Funds will be distributed for projects throughout the County with approximately $30,000,000 left in reserve to accommodate future regional needs.

Project		Description	Total Budget	Funded thru Plan
SR-132	SR-99 to Gates Road	Construct a four-lane expressway from SR-99 to Gates Road.	$297,000,500.00	$74,250,125.00
North County Corridor		Design / Right of Way	$239,000,000.00	$59,750,000.00
Faith Home Road		Construction of Faith Home River Crossing / Gap Closure	$71,700,000.00	$17,925,000.00
SR 99	Briggsmore Interchange	Reconstruct to 8 Lane Interchange	$98,679,400.00	$24,669,850.00
SR 99	Mitchell Service Road	New Interchange Phase 1	$122,987,400.00	$30,746,850.00
SR33		Highway and pedestrian safety improvements from Merced County line northward to Yolo Avenue	$10,000,000.00	$2,500,000.00
SR-99	Keyes Rd to Taylor Rd	Construct Auxiliary Lane	$6,226,600.00	$1,245,320.00
SR-99	Taylor Rd to Monte Vista Ave	Construct Auxiliary Lane	$6,520,300.00	$1,304,060.00
McHenry	Ladd Rd to Hogue Rd	Widen to 5 Lanes	$13,025,000.00	$2,605,000.00
SR-99	West Main	Construct New Interchange	$19,091,000.00	$3,818,200.00
Zacharias Rd	Raines Rd to I-5	Construct new Interchange at I-5	$75,000,000	$7,500,000.00

SR-99	San Joaquin County Line to Mitchell Rd	Install Ramp Metering Improvements including Intelligent Transportation Systems (ITS)	$15,758,300.00	$1,575,830.00
SR-99	Mitchell Rd to Merced County Line	Install Ramp Metering Improvements including Intelligent Transportation Systems (ITS)	$2,097,400.00	$209,740.00
SR108-SR120	Oakdale/ County	Intersection Improvements at Rodeo	$10,000,000.00	$1,000,000.00
Signal Improvements	Riverbank	Install Signal Light at Claus & SR-108 and Install Congestion Management Improvements at First Street & SR-108	$4,201,000.00	$420,100.00
SR99	SR-99 & Standiford Interchange	Reconstruct to 8 Lane Interchange.	$78,943,500.00	$7,894,350.00
			$1,070,230,400.00	**$228,414,425.00**

Transit Providers

Other Transportation Programs and Services 7%

Point-To-Point Services For Seniors, Veterans And Persons With Disabilities $20,166,300

This is for specialized need-based door-through-door transportation services for seniors, veterans and persons with disabilities. These funds will be allocated to the existing MOVE Program, essentially tripling capacity for need-based services for the County's seniors, veterans and people with disabilities.

Community Connections $20,166,300

Funds will be used for projects providing safer bicycle and pedestrian pathways in cities and the unincorporated areas, increasing bus/van service and upgrading bus stops. Many community members live in areas with limited public transit and/or bike connections to shopping, schools and work. Funds from this category will be used to boost services in these areas making it easier for people to access transit services and bike and pedestrian facilities.

Transit Services $13,444,200

Funds will be used for operations, maintenance and infrastructure improvements for public transit. They may also be used to supplement local, state and federal funds for cost of transit service. These funds will be allocated to public transit providers to support or enhance public transit service throughout the region. This may include increasing frequency of service, identifying new routes and/or investment in ride sharing services.

Transit Category Estimated Funding Distribution			
	Percentage*	**Over 25 Years**	**Annually**
Total Amount to Be Distributed	100%	$13,444,200	$537,768
Ceres	7%	$941,094	$37,644
Modesto	52%	$6,990,984	$279,639
Stanislaus County	33%	$4,436,586	$177,463
Turlock	8%	$1,075,536	$43,021
Total	*100%*	*$13,444,200*	*$537,768*
*Percentage is consistent with the StanCOG Transit Cost Sharing as discussed at the Transit Managers meeting March 14, 2016			

Rail Services $13,444,200

Funds will be used for operations, maintenance and infrastructure improvements for public transit connections to existing rail services. They may be used to supplement local, state, and federal funds for the cost of public transit connections to regional rail services including ACE, BART and Amtrak, and marketing to increase awareness and ridership across all rail services.

StanCOG and the ACE management team believe there is a need to continue to promote ACE in anticipation of future funding which may be allocated for the proposed extension. These may be used to increase ridership and/or fund new AMTRAK service and increase bus/van connections to existing ACE services to the Bay Area. No Funds will be used for high-speed rail.

Safeguards Built Into The Plan

This Expenditure Plan includes strong taxpayer safeguards to ensure that the projects and programs approved by the voters are funded and delivered.

Citizen Oversight

An Oversight Committee will be created to provide an enhanced level of accountability for expenditures made under the Plan to ensure that all voter mandates are carried out and that the financial integrity and performance of the program is maintained. The Committee will include one representative from each municipal agency, selected by the agency.

Annual Independent Audit and Annual Reporting

Annual fiscal and compliance audits will be conducted by a CPA, to assure that the revenues expended are necessary and reasonable. The audits and annual Report must be published and made available to the general public.

Sunset Date

This measure terminates in 25 years.

1% Administrative Expense Cap

Expenditures on staff salaries, wages, benefits and overhead necessary to administer the program will be limited to no more than one percent of the annual gross revenues provided by the measure.

No revenue generated from this tax shall be used to replace fair share contribution from new development.

Revenues provided from this measure shall not be used to replace private developer funding that has been or will be committed for any project to help alleviate the direct traffic impacts of any new or redeveloped residential, commercial or industrial development in Stanislaus County or its cities.

Eligibility Verification

The cities and County will select transportation projects that meet eligibility criteria as identified in this Plan. The local jurisdictions will certify in the annual verification submitted to the Stanislaus Council of Governments that these transportation funds were used for eligible expenses.

Maintaining Local Transportation Funding Efforts

The local jurisdictions will certify in the annual verification submitted to Stanislaus Council of Governments that these transportation funds will be used to augment and not supplant local resources spent. For purposes of this calculation an average of the prior three (3) years spent for local transportation purposes as defined in the Ordinance will be used.

Strategic Plan

StanCOG will prepare and adopt a Strategic Plan within twelve months of the sales tax taking effect. The Strategic Plan will include project cost estimates, revenue estimates, other matching funds, and a draft timeline for regional project delivery. Its prime purpose is to clarify program and project costs, schedule, financial plans and project readiness to expedite project delivery and to allow projects that are 'ready' to proceed forward within the parameters of the Expenditure Plan.

For additional information about specific projects and programs in your area OR to ask questions, please visit our website at:

www.Stanislaus-LocalRoadsFirst.com

8B

City Council Synopsis

June 14, 2016

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for Embellish Salon to host its 5th Anniversary Open House Street Faire event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

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Resolution: Authorizing the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue for pedestrian safety, for Embellish Salon to host its 5th Anniversary Open House Street Faire event, on Saturday, July 9, 2016, from 12:00 p.m. to 7:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. DISCUSSION OF ISSUE:

On March 15, 2016, applicant Toni Wickstrom of Embellish Salon submitted an Event Permit Application with the Parks, Recreation and Public Facilities Department for an event to be held in front of their business, Embellish Salon, on North Denair Avenue. This event is to celebrate Embellish Salon's 5th anniversary of being in business and will be an open house/street faire. It is proposed to take place along North Denair Avenue, between East Olive Avenue and Mitchell Avenue, on Saturday, July 9, 2016, from 12:00 p.m. to 7:30 p.m. The applicant has requested the closure of the specified street section for event purposes and for pedestrian safety.

The event will include product vendors and is designed to be positive in nature. The proposed closure will not significantly affect traffic flow within the area. The applicant will be required to maintain emergency access through the event area as directed by the Fire Marshal.

pm

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

City of Turlock Traffic Engineering has reviewed this closure request.

3. BASIS FOR RECOMMENDATION:

A. The closure of the specified section of roadway is necessary for pedestrian safety.

B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:
#3. Support the business community.

Action Item:
#1. Maintain and build new relationships with the commercial business sector.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.

EXHIBIT A

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

EVENT PERMIT APPLICATION

For City Park, Sports Complex or Buildings

A. GENERAL INFORMATION

NAME/NATURE OF EVENT: Embellish Salon 5th Anniversary
(A brief description and name of the event)

PROPOSED DATE OF EVENT: 7/9/16 ESTIMATED ATTENDANCE: 100

STARTING TIME: 7/9/16 (including set-up time) ENDING TIME: 7:00pm (including clean-up time)

ORGANIZATION (if applicable): Embellish Salon EMAIL: mizdebiies@global.net

MAIN CONTACT: Toni Wickstrom Date of Birth 4/7/86

HOME PHONE: 209-678-0939 (Must be at least 18 years of age) DAY PHONE: Same

MAILING ADDRESS: 693 E. Olive St 2

CITY: Turlock STATE: CA ZIP: 95380

B. EVENT CONTACTS

Person in charge at event: Name: Toni Wickstrom Phone: 678-0939
Address/City/State/Zip: 20275 3rd Hilmar (home)
Sponsoring Organization: Name: — Phone:
Address/City/State/Zip:
Head of Organization: Name: Debra Carrera Phone: 985-0797
Address/City/State/Zip: 745 Bennington Turlock (home)

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: _____

The following items must be submitted along with your application:

Detailed Map of the Special Event (see Supplemental Application) ☐ YES ☒ NO

A list of any street/course monitors that will be employed during the event ☐ YES ☒ NO

D. EVENT SECURITY

Security Information:

Have you made arrangements for Security? ☐ YES ☒ NO

If yes, who will you be using?

Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

To the greatest extent permitted by law, Permittee,

Toni Wickstrom
[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Turlock and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of, resulting from or in any manner related to, the granting of the attached special event permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

SIGNATURE: Toni Wickstrom DATE: 3/14/16

SIGNATURE: Delia Carrillo DATE: 3/15/16

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

PRE-EVENT CHECKLIST

To properly schedule the event the following "Required" items must be prior to the event.

Event Date: 7/9/16
Event Name: Embellish Salon
Location: 693 E. Olive St 2 Turlock
Contact Person: Toni Wickstrom Phone: 209-678-0939

REQUIRED ***COMPLETED***

Recreation Division

☐ ☒ Called Ins. Company 3/15/16

INSURANCE REQUIREMENTS:
Renter must provide a $1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 days before the event and Renter's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)

☐ N/A ☐

ALCOHOL BEVERAGES SOLD: All Alcohol must remain inside the facility.
A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Recreation Division office to present to ABC prior to applying for liquor permit. There is a two- (2) week waiting period for the letter of permission.
Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

☐ N/A ☐

Security Guard Requirement:
Security Guards are required when Alcohol is served.
1 guard is required for every 100 persons at the event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

☐ N/A ☐

Food Selling/Concessions Permit

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Form Authorization Certificate

Please Complete the Following Information

Event Name: Embellish Salon

Event Location: N. Denair closer between 1 East Olive + 693 E. Olive St 2

Event Contact Name:: Toni Wickstron Date of Birth: 4/7/80

Contact Address: 693 East Olive St 2

City: Turlock Zip Code: 95380 Phone: 209-678-0939

To Be Completed By City Personnel Only

Authorization Date: _____

Department	***Description of Costs***	***Fee***
☐ *Police Services*		$
☐ *Recreation Services*		$
☐ *Engineering*		$
☐ *City Fire Services*		$
☐ *Municipal Services*		$
☐ *Business Licenses*		$

TOTAL EVENT COST: $

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature: _____ ***Position*** _____

144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Item Checklist

Please circle each item that will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER".

ITEM	*YES or NO*		*PLEASE DESCRIBE ALL ITEMS CHECKED "YES"*
Animals	YES	NO	
Alcohol Beverages	YES	NO	
Automobiles/Trucks	YES	NO	
Bicycles/Foot Races	YES	NO	
Booths/Stands	YES	NO	
Concessions	YES	NO	
Dance/Party/Concert	YES	NO	
Emergency Vehicle Access	YES	NO	Move barricade
Food Supplies/Sales	YES	NO	
Medical/First Aid Stations	YES	NO	
Music/Amplified Sound	YES	NO	
Parking	YES	NO	
Police/Security	YES	NO	
Rides/Bounce House	YES	NO	
Tents/Canopies	YES	NO	
City Property/Equipment *(Used or rented)*	YES	NO	
Sanitation	YES	NO	Fixed with 9A/on bathrooms

(Portable restrooms & water) If yes, please complete:

Number of port-a-toilets_____ Number of ADA accessible rest rooms_____
Setup Time: _____Pickup Time: _____

OTHER	YES	NO	

Initials_____Date_____

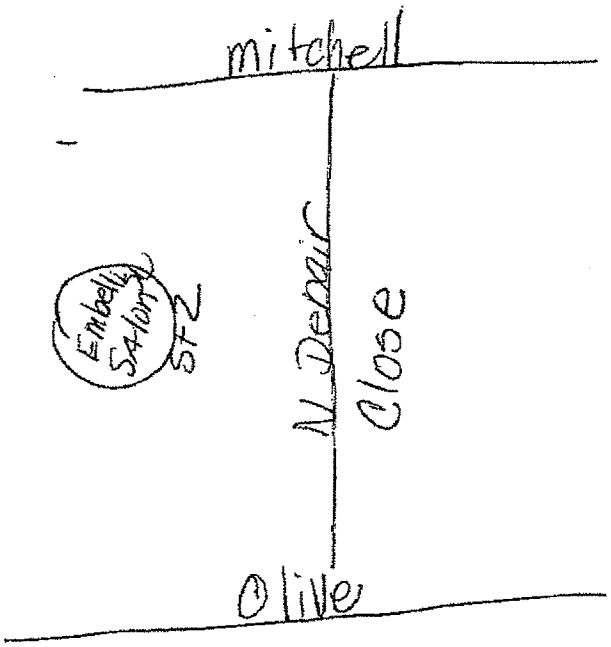
144 S Broadway
Turlock, CA 95380

Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Map

Using the space below, please indicate the set-up/route anticipated for your event. Please be as clear as possible. Make sure to include all of the streets, road blocks, and any other significant structure on this map.

EVENT LOCATION: 693 E. Olive St 2
Salon door on N. Denair side



Initials_____Date_____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CLOSURE OF NORTH DENAIR AVENUE, BETWEEN EAST OLIVE AVENUE AND MITCHELL AVENUE, FOR EMBELLISH SALON TO HOST ITS ITS 5TH ANNIVERSARY OPEN HOUSE STREET FAIRE EVENT, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15304 (MINOR ALTERATIONS TO LAND) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2016-**

WHEREAS, the City plans to temporarily modify the use of land along a portion of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, Section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, Section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and "Minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, etc." are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for Embellish Salon to host its 5th Anniversary Open House Street Faire event, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CLOSURE OF NORTH DENAIR AVENUE, BETWEEN EAST OLIVE AVENUE AND MITCHELL AVENUE FOR PEDESTRIAN SAFETY, FOR EMBELLISH SALON TO HOSTS ITS 5TH ANNIVERSARY OPEN HOUSE STREET FAIRE EVENT, ON ON SATURDAY, JULY 9, 2016, FROM 12:00 P.M. TO 7:30 P.M., AND AUTHORIZING THE CITY MANAGER TO APPLY APPROPRIATE CONDITIONS AND RESTRICTIONS ON THE STREET CLOSURE	}	**RESOLUTION NO. 2016-**

WHEREAS, the applicant, Toni Wickstrom of Embellish Salon, has requested to close the portion of North Denair Avenue, between East Olive Avenue and Mitchell Avenue, for an Open House Street Faire event on Saturday, July 9, 2016, from 12:00 p.m. to 7:30 p.m.; and

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

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of North Denair Avenue, between East Olive Avenue and Mitchell Avenue for pedestrian safety, for Embellish Salon to host its 5th Anniversary Open House Street Faire event, on Saturday, July 9, 2016, from 12:00 p.m. to 7:30 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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

City Council Synopsis
June 14, 2016

8C

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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Vietnam War Commemoration Commemorative Partner Statement of Understanding, to participate in the United States of America Vietnam War Commemoration Commemorative Partner Program, and demonstrate our community thankfulness to those who served in the Vietnam War

2. DISCUSSION OF ISSUE:

The United States of America Commemorations Commemorative Partner Program is designed for federal, state and local entities, veteran's organizations and other nongovernmental organizations to assist a grateful nation in thanking and honoring Vietnam Veterans and their families. Commemorative Partners are encouraged to participate in the Commemoration of the Vietnam War by planning and conducting events and activities recognizing Vietnam Veterans and their families for service, valor, and sacrifice.

Commemorative Partners must commit to conducting two events each year for a three-year period (2016-18). Events and activities should be dignified, memorable occasions that show a sensitivity and appreciation for the solemnity of war and the losses suffered by many. Commemorative Partners should communicate how their events will achieve the Congressionally-mandated objectives of the program. Events or activities should at least meet the first of the five Congressionally-mandated objectives of the program listed below:

1. To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans.

2. To highlight the service of the Armed Forces during the Vietnam War and the contributions of Federal agencies and governmental and non-governmental organizations that served with, or in support of, the Armed Forces.

OK for Agenda

3. To pay tribute to the contributions made on the home front by the people of the United States during the Vietnam War.

4. To highlight the advances in technology, science, and medicine related to military research conducted during the Vietnam War.

5. To recognize the contributions and sacrifices made by the allies of the United States during the Vietnam War.

Upon entering into this agreement to become a Commemorative Partner, the City of Turlock will be issued the official Commemoration Flag and Commemorative Partner seal. The City of Turlock will be obligated to follow the terms and conditions including: the use of the seal for non-commercial purposes and only in direct support of dignified, honorable and memorable commemorative events or in related printed materials. The City of Turlock agrees that neither the seal nor the flag shall be used in any way that does not clearly and directly support at least the first of the five Congressionally-mandated objectives of the United States of America Vietnam War Commemoration.

The cost associated with holding events will be the responsibility of the City of Turlock.

The City Attorney has reviewed and approved the attached agreement.

3. BASIS FOR RECOMMENDATION:

Policy Goal 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

There is no cost associated with becoming a Commemorative Partner. There may be costs associated with the special events to support this program; however, currently budgeted funds and sponsorships will offset those costs.

Budget Amendment
N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and the United States of America Vietnam War Commemoration. However, staff does not recommend this as an alternative, because the City is continually looking for ways to honor the Veterans in our community.

Exhibit A

VIETNAM WAR COMMEMORATION
COMMEMORATIVE PARTNER STATEMENT OF UNDERSTANDING

As a Commemorative Partner of the United States of America Vietnam War Commemoration, we understand and state as follows:

1. Our organization has decided to participate in the Commemorative Partner Program with the understanding that we will endeavor to plan and carry out at least two events each year during the commemorative period of 2016 - 2018 that will recognize, thank and honor our Vietnam Veterans and their families. We understand that there is no guarantee that military support for Commemorative Partner events will be provided.

Additionally, we understand it is important for our events to meet at least the first of the five Congressionally-mandated objectives of the United States of America Vietnam War Commemoration: "To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans."

We further understand that if the DoD Office of Commemorations determines we are not able to conduct an event in a dignified, honorable and memorable way and in a manner consistent with the Congressionally-mandated objectives, we will not be allowed to continue our participation in the Commemorative Partner Program, nor will we be allowed to represent to any member of the public that we are in any way affiliated with the United States of America Vietnam War Commemoration's Commemorative Partner Program.

2. Upon approval of our application to become a Commemorative Partner, we will use the official Commemoration flag and Commemorative Partner seal without making any modification, and in accordance with the following terms and conditions:

a. Our use of the seal will be for non-commercial purposes in direct support of dignified, honorable and memorable commemorative events or in related printed materials, such as event promotions, programs, newspaper or magazine articles about the service of Vietnam veterans, or public service announcements specifically honoring Vietnam veterans;

b. We will not display the seal on a webpage, buildings, vehicles, signage, or in any similar media that does not clearly and directly support at least the first of the five Congressionally-mandated objectives of the United States of America Vietnam War Commemoration. Use of the seal beyond examples stated above will be limited to strict adherence of the current version of the Commemorative Partner Style Guidelines as posted on the Commemoration's website.

c. Any use of the seal will preserve its integrity, character and dignity, and following any publication, we will cooperate with Commemoration officials in any effort to verify that the seal has not been altered.

d. We will have no rights to sell, license, manufacture, distribute, or use the seal for fund-raising (including during fund-raising events) or recruitment purposes.

e. We will have no right to reproduce the flag or seal for purposes other than those enumerated above.

f. If we have any questions about whether a particular use is permitted we will submit a written request for assistance from the Commemorative Partner Program chief and will not proceed until after such assistance is provided.

3. If we are a non-Federal organization, we understand that we are a separate and independent entity from the U.S. Government and the Department of Defense (DoD). As such, we additionally understand the following:

a. We are separate and independent entities from the DoD and are responsible for establishing our own respective policies and strategies for financing our Commemorative Partner events and activities. Neither our organization nor the DoD has the legal authority to bind the other contractually.

b. This Commemorative Partner Statement of Understanding does not constitute DoD endorsement of our organization or of our activities, products and services. Accordingly, we will not publicize this partnership in any way that implies such endorsement. In addition, we will prominently display the following disclaimer on our print and electronic media associated with this Commemorative Partnership and our related events: "(Organization name) is not a part of, or endorsed by, the Department of Defense."

4. The DoD Office of Commemorations reserves the right to deny or remove an organization from the Commemorative Partner Program for any reason, including when an organization's:

a. Representations create the appearance that the organization is part of or endorsed by the DoD, or otherwise are inconsistent with the Joint Ethics Regulation (DoD 5500.07-R); or

b. Activities conflict with the DoD Community Relations Program (DoDD 5410.18 and DoDI 5410.19) or The United States of America Vietnam War Commemoration mission and objectives, or violate any of its policies.

DoD publications are available at http://www.dtic.mil/whs/directives/.

5. Status as a Commemorative Partner does not confer any priority or guarantee for military support of Commemorative Partner events. Requests for military participation in non-DoD Commemorative Partner events will be evaluated for eligibility according to DoD community relations policies and Federal ethics regulations. Military Service support of and/or participation in eligible events is subject to the availability of requested assets and funds. Such involvement must not result in any additional expenses or costs for the U.S. Government which have not been previously budgeted and funded.

6. ORGANIZATION/INSTALLATION NAME *(As it appears on the application)*

The City of Turlock

7. AUTHORIZED SIGNATURE(S) *(Please provide two signatures as indicated)*:

a. COMMEMORATIVE PARTNER CHAIRPERSON		b. ADDITIONAL COMMITTEE MEMBER	
(1) Printed Name *(Last, First, Middle Initial)*		(1) Printed Name *(Last, First, Middle Initial)*	
Gary Soiseth, Mayor		Gary Hampton, City Manager	
(2) Signature	(3) Date *(YYYYMMDD)*	(2) Signature	(3) Date *(YYYYMMDD)*

SUBMIT COMPLETED AND SIGNED STATEMENT TO: **The United States of America Vietnam War Commemoration**
Suite 810, 1101 Wilson Blvd., Arlington, VA 22209

OR FAX TO: 571-256-3395,
OR EMAIL FORM TO: WHS.VNWAR50th_CPP_SOU@mail.mil

OK for Agenda

DD FORM 2955, OCT 2015 PREVIOUS EDITION IS OBSOLETE. Adobe Professional X

Pam

HOW TO BECOME A COMMEMORATIVE PARTNER

Thank you for your interest in becoming a Commemorative Partner with The United States of America Vietnam War Commemoration. To apply, organizations will need to fill out an application and a Statement of Understanding. Organizations will need to review and sign the Statement of Understanding either digitally online, or sign and fax, email or mail the Statement of Understanding to the Commemoration as provided on the form.

The Statement of Understanding contains specific information for organizations interested in becoming a Commemorative Partner, but in general, organizations need to know that Commemorative Partners must commit to conduct at least two events each year during the period of 2016 - 2018 that will recognize, thank and honor our Vietnam Veterans and their families. Organizations need to understand that there is no guarantee that military support such as Color Guard or Army fly-bys for Commemorative Partner events will be provided.

It is important for these events to meet at least the first of the five Congressionally-mandated objectives of The United States of America Vietnam War Commemoration: "To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans."

Commemorative Partners need to understand that if The United States of America Vietnam War Commemoration determines that they are not able to conduct an event in a dignified, honorable and memorable way and in a manner consistent with the Congressionally-mandated objectives, they will not be allowed to continue their participation in the Commemorative Partner Program, nor will they be allowed to represent to any member of the public that they are in any way affiliated with The United States of America Vietnam War Commemoration's Commemorative Partner Program.

The United States of America Vietnam War Commemoration reserves the right to deny or remove an organization from the Commemorative Partner Program for any reason, including when an organization's representations create the appearance that the organization is part of or endorsed by the DoD, or otherwise are inconsistent with the Joint Ethics Regulation (DoD 5500.07-R); or activities conflict with, or violate any of the policies of, the DoD Community Relations Program (DoDD 5410.18 and DoDI 5410.19) or The United States of America Vietnam War Commemoration. DoD publications are available at http: www.dtic.mil/whs/directives/.

Status as a Commemorative Partner does not confer any priority or guarantee for military support of Commemorative Partner events. Requests for military participation in non-DoD Commemorative Partner events will be evaluated for eligibility according to DoD community relations policies and Federal ethics regulations. Military support of and/or participation in eligible events is subject to the availability of requested assets and

funds. Such involvement must not result in any additional expenses or costs for the U.S. Government which have not been previously budgeted and funded.

- For online application forms visit our website at:
http://www.vietnamwar50th.com/commemorative_partners/commemorative_partner_program__online_application_fc

- To download printer-friendly application forms,
http://www.vietnamwar50th.com/commemorative_partners/commemorative_partner_program__printable_application

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http://www.vietnamwar50th.com

VIETNAM WAR COMMEMORATION
COMMEMORATIVE PARTNER PROGRAM APPLICATION
(Civilian Organizations only)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. Section 113 note (Public Law 110-181, div. A, title V, Section 598, Jan. 28, 2008, 122 Stat. 141), Program to Commemorate 50th Anniversary of the Vietnam War.

PRINCIPAL PURPOSE(S): Multiple organization points of contact and contact information are necessary to allow DoD to communicate with the organization. The timeframe of the commemoration lasts 13 years.

ROUTINE USE(S): Any release of information outside the DoD will be compatible with the purpose(s) for which the information is collected and maintained. The DoD Blanket Routine Uses found at http://dpclo.defense.gov/privacy/SORNsIndex/BlanketRoutineUses.aspx may also apply to this collection. Applicable SORNs: None. Records are retrieved only by organization name.

DISCLOSURE: Voluntary. However, failure to provide requested point of contact information may adversely affect the organization's acceptance as a commemorative partner.

INSTRUCTIONS

To apply to become a Commemorative Partner, please fill out the following information in as much detail as possible. Please type or print clearly.

Steps:

1. Use this form (DD Form 2954 for military installations) to list your organization's name and provide the names, addresses, email and telephone numbers of your committee's chairperson and point(s) of contact (POC).
2. Use Page 2 of this form to list the members of your Commemorative Committee. You may add as many as you like, but we require at least three members.
3. Use the Submit button at the bottom of this form to email your application to: WHS.VNWAR50th_CPP_CIVAPP@mail.mil. fax to: 571-256-3389, or mail hard copies to:

The United States of America Vietnam War Commemoration, Suite 810, 1101 Wilson Blvd., Arlington, VA 22209.

1. ORGANIZATION

a. NAME	b. TELEPHONE NUMBER *(Include Area Code)*		
c. MAILING ADDRESS: (1) STREET *(Include Suite Number)*	(2) CITY	(3) STATE	(4) ZIP CODE

2. COMMITTEE CHAIRPERSON

a. NAME	b. EMAIL ADDRESS	c. TELEPHONE NUMBER(S) *(Include Area Code)*	
d. MAILING ADDRESS			
(1) STREET *(Include Suite Number)*	(2) CITY	(3) STATE	(4) ZIP CODE

3. POINT OF CONTACT

a. NAME	b. EMAIL ADDRESS	c. TELEPHONE NUMBER(S) *(Include Area Code)*	
d. MAILING ADDRESS: (1) STREET *(Include Suite Number)*	(2) CITY	(3) STATE	(4) ZIP CODE

4. POINT OF CONTACT

a. NAME	b. EMAIL ADDRESS	c. TELEPHONE NUMBER(S) *(Include Area Code)*	
d. MAILING ADDRESS: (1) STREET *(Include Suite Number)*	(2) CITY	(3) STATE	(4) ZIP CODE

5. POINT OF CONTACT

a. NAME	b. EMAIL ADDRESS	c. TELEPHONE NUMBER(S) *(Include Area Code)*	
d. MAILING ADDRESS: (1) STREET *(Include Suite Number)*	(2) CITY	(3) STATE	(4) ZIP CODE

ADDITIONAL COMMEMORATIVE PARTNER COMMITTEE MEMBERSHIP

(If applicable)

a. NAME *(Last, First)*	b. TITLE OR POSITION	c. EMAIL/TELEPHONE NUMBER *(Include area code)*
1.		
2.		
3.		
4.		
5.		
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8D

City Council Synopsis
June 14, 2016

CITY OF TURLOCK INC. 1908

million acts of kindness

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: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State of California Department of Housing and Community Development for the Affordable Housing and Sustainable Communities Program

2. DISCUSSION OF ISSUE:

Background

The Affordable Housing and Sustainable Communities (AHSC) Program provides grants and affordable housing loans for compact transit-oriented development and related infrastructure and programs that reduce greenhouse gas ("GHG") emissions. The award of these grant funds is intended to fund projects which increase the accessibility of housing, employment centers, and key destinations via low-carbon transportation options (walking, biking, transit) resulting in fewer vehicle miles traveled (VMT) and mode shift.

Senate Bill 862, chapter in the statutes of 2014, established the AHSC Program. The Program is administered by the Council, with its stated purpose "to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development..." The AHSC Program is funded by the Greenhouse Gas Reduction Fund (GGRF), which is an important part of the State's overall climate investment efforts to reduce greenhouse gas (GHG) emissions. Ultimately, these investments and other transformative drivers lay the foundation for the system-wide changes the State will need to achieve the long-term goals of Assembly Bill 32, as reflected in the Governor's Executive Order B-30-15 target of reducing greenhouse gas emissions 80 percent below 1990 levels by 2050.

The Department of Housing and Community Development (HCD) a department in the Business, Consumer Services, and Housing Agency implements the housing, transportation and infrastructure components of this program.

OK for Agenda

The Affordable Housing and Sustainable Communities (AHSC) Program 2015-16 issued a Notice of Funding Availability (NOFA) announcing the availability of approximately $320 million in funds for eligible projects that reduce GHG emissions by supporting more compact, infill development patterns and encouraging active transportation and transit usage. In response to the 2015-16 NOFA, the Department of Housing and Community Development received a total of 130 Concept Proposal Applications requesting approximately $1.1 billion in funds.

The concept applications were reviewed by the AHSC Concept Proposal Review team who then verified eligibility of submitted proposals in accordance with AHSC Guidelines to determine a list of 83 applicants invited to submit a Full Application. Full Application invites were given to all eligible Concept Proposals which requested AHSC funds in addition to verified Enforceable Funding Commitments were equal or greater than 95 percent of their Total Development Costs. The joint EAH, Inc./City of Turlock application was reviewed and has now been invited to submit a full application which requires a resolution from the applicant's legislative body.

Discussion
The City of Turlock and EAH, Inc., our nonprofit housing development partner, had submitted a concept application for the AHSC grant funds in the amount not to exceed $8,177,591 of which $7,565,366 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") to fund the gap in Avena Bella Phase 2 and $612,225 is requested for a grant for Sustainable Transportation Infrastructure (STI) and Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant"). The transportation portion of the funds will be used to fund a new Turlock Transit bus for the new routes being proposed as part of the updated short range transit plan.

EAH, Inc. and City staff remain concerned about the ability of the City/Housing Successor Agency to release funds from the former Redevelopment Agency Low and Moderate Income Housing Fund to cover the local share of the financing for Avena Bella Phase 2. The current estimates for construction of Avena Bella 2 is $17,304,519. These AHSC funds would adequately close the funding gap between the 9% tax credit financing and the cost of the project. The AHSC application is the only one to be invited to the full application process from Stanislaus County. The full application is due to HCD on Monday, June 20, 2016 with award of funds being announced in September 2016.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1: Effective Leadership

General Principles:
2. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:
4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The fiscal impact of these grant funds positively affects two programs – Housing and Engineering/Transit. Specifically, the infusion of the affordable housing grant funds allows Avena Bella 2 to move forward with absolute funding certainty. The grant announcement in September would allow the project to seek the tax credit financing in March 2017 with a substantial local funding source to score competitively in the tax credit reservation award.

The second program fiscally impacted by the AHSC funding application is the City's transit program. The funding for a new transit bus would assist in expediting the asset replacement for these buses with no required local match or contribution.

5. CITY MANAGER'S COMMENTS:

Recommends approval

6. ENVIRONMENTAL DETERMINATION:

There is no environmental determination required as part of this grant application. However, the CEQA determination for Avena Bella 2 was completed in 2011.

7. ALTERNATIVES:

A. The Council could choose not to support the AHSC grant application. This alternative is not recommended as the success in receiving these funds is estimated to be 50%. An $8 million infusion of grant dollars to support two important programs is preferred.

B. The Council could choose not to support the projects that have been submitted in the concept application and therefore not support submission of a full application. This alternative is not recommended as both of these projects to be funded are identified in the Policy Goals and Implementation Plan as being a priority.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM	}	**RESOLUTION NO. 2016-**

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated January 29,2016, under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the City of Turlock and EAH, Inc, the nonprofit affordable housing developer partner, submitted a concept application for initial review and have subsequently been invited to submit a complete application for AHSC Program funds; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

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

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated January 29, 2016, for the 2015-16 Fiscal Year in a total amount not to exceed $8,177,591 of which $7,565,366 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and $612,225 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities(TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on December 17, 2015. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed $8,177,591 ($7,565,366 for the AHSC Loan and $612,225 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents"); and

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Fiscal Year 2015-2016

Full Application Workbook

Resolution Template

Resolution No: XXXXXX

RESOLUTION OF THE [GOVERNING BOARD/CITY COUNCIL] OF [NAME OF APPLICANT] AUTHORIZING APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

WHEREAS:

A. The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated January 29,2016 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

B. [Name of Applicant] (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program.

C. The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated January 29, 2016, for the 2015-16 Fiscal Year in a total amount not to exceed $XXXXX.00 of which $XXXX.00 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and $XXXX.00 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities(TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on December 17, 2015. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed $XXXXX.00 ($XXXX.00 for the AHSC Loan and $XXXX.00 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The [office or position titles and name of authorized person(s) or designee] is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED AND ADOPTED this _____ Day of _____, 2015, by the following vote:

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

The undersigned [Name and title of officer] of the Applicant here before named does hereby attest and certify that the forgoing is a true and full copy of a resolution of the [Governing Board/City Council] adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Signature	Date
Name	Title

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby authorize Gary Hampton, City Manager of the City of Turlock, to execute in the name of Applicant, the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program and accept these funds on behalf of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of June, 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