# *City Council Agenda*

***JULY 12, 2016***
***6:00 p.m.***
***City of Turlock Yosemite Room***
***156 S. Broadway, Turlock, California***

million acts of kindness

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. PRESENTATION OF COLORS BY TURLOCK FIRE DEPARTMENT HONOR GUARD**

**C. SALUTE TO THE FLAG**

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

**3. A. SPECIAL BRIEFINGS**

1. Mayor's Public Policy Award Transit Project Update, presented by recipient Josephine Hazelton

## B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity (*Pitcock*)
3. Joint Apprenticeship Committee Special Events Emergency Action Plan (*Packwood*)
4. Fire Department Video Presentation and Equipment Display (*Talloni*)

## 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 6/9/16 in the amount of $1,089,639.65; Demands of 6/16/16 in the amount of $1,004,722.88

B. *Motion*: Accepting Minutes of Special Meeting of June 14, 2016; Regular Meeting of June 14, 2016

C. *Motion*: Approving Contract Change Order No. 1, in the amount of $8,722.04 (Fund 306), for City Project No. 11-43, "North Tegner Road and Taylor Road Intersection Improvements," bringing the contract total to $191,077.15

D. 1. *Resolution*: Determining City Project No. 15-52, "Senior Center Ceiling Replacement," 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 bid and approving an Agreement, in the amount of $38,410 (Fund 301), with Bigler Construction of Turlock, California, for City Project No. 15-52, "Senior Center Ceiling Replacement"
3. *Resolution*: Re-Appropriating $46,100 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 Capital Improvement reserves, for City Project No. 15-52, "Senior Center Ceiling Replacement" to complete the necessary funding required for this project

E. *Motion*: Accepting improvements for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion

F. 1. *Resolution*: Determining the purchase and installation of electronic farebox equipment in support of transit service, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines
2. *Resolution*: Approving a sole source procurement with SPX Genfare of Elk Grove Village, Illinois, for one Fast Fare electronic farebox, two cleaning cards and 50,000 un-encoded transfer passes, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, in an amount not to exceed $19,309
3. *Resolution*: Approving future sole source procurements from SPX Genfare of Elk Grove Village, Illinois, for farebox related equipment and supplies, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, contingent on availability of budgeted funds, for twenty-four (24) months

G. *Resolution*: Authorizing the Mayor, City Manager, or Development Services Director/City Engineer to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or any other federally-funded or state-funded projects

H. *Motion*: Approving Amendment No. 2 to the Agreement between the City of Turlock and Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No. 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement"

I. *Motion*: Awarding RFQ 16-344 and Contract No. 16-037 to All Commercial Fencing of Waterford, having met all the specifications of RFQ 16-344 and being the lowest responsive and responsible bidder, for fence repair and installation services for a period of twelve (12) months, in an amount not to exceed $20,000

J. *Motion*: Approving Amendment No. 1 to the Agreement between the City of Turlock and Howk Systems for pump repair services

K. *Motion*: Authorizing the submittal of a Letter of Authorization signed by the City Manager allowing the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) Cycle 6

L. *Resolution*: Affirming the City of Turlock's use of CalHOME funds for eligible activities in accordance with program regulations and authorizing the City Manager or his designee to execute all agreements, extensions, amendments and other documents required by the State of California Housing and Community Development (HCD) for participation in the CalHOME program

M. *Motion*: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on two (2) document scanners, in an amount not to exceed $2,292

N. *Motion*: Accepting the report on the response to the Stanislaus County Civil Grand Jury Case #16-15GJ: Stanislaus County Building Study

O. *Motion*: Rejecting Claims for Damages filed by Pat Weisel

P. *Motion*: Rejecting Claims for Damages filed by Tele' Horn

Q. *Motion*: Rejecting Claims for Damages filed by Rubenia Blandon Malone

**6. FINAL READINGS**: None

## 7. PUBLIC HEARINGS: None

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

## 8. SCHEDULED MATTERS

A. Request to approve the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming, and street sweeping pursuant to the terms and conditions of the Franchise Agreement. (*Cooke*)

***Recommended Action*:**
*Resolution*: Approving the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming, and street sweeping pursuant to the terms and conditions of the Franchise Agreement

B. Request to provide direction to staff on how to proceed with Vice Mayor Bublak's request which was supported by Mayor Soiseth to discuss an annual allocation of a minimum amount of $100,000 for roadway improvements. (*Hampton/Pitcock*)

***Recommended Action*:**
*Motion*: Providing direction to staff on how to proceed with Vice Mayor Bublak's request which was supported by Mayor Soiseth to discuss an annual allocation of a minimum amount of $100,000 for roadway improvements

## 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 – Significant Exposure to 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)

**13. ADJOURNMENT**

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| **IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 06/09/2016 IN THE AMOUNT OF $1,089,639.65; WEEKLY DEMANDS OF 06/16/2016 IN THE AMOUNT OF $1,004,722.88** | **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: |
|---|---|
| 06/09/2016 | $1,089,639.65 |
| 06/16/2016 | $1,004,722.88 |
| | |

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July, 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: 6/3/2016 - To Payment Date: 6/9/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 107198 | 06/09/2016 | Open | | | Accounts Payable | AIRGAS NCN | $252.10 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 9051672130 | | 06/02/2016 | CYL TESTING MEDICAL MAINTENANCE FEE | | | $26.25 | | |
| | 9051579047 | | 06/04/2016 | AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS | | | $225.85 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $26.25 | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | $225.85 | | |
| 107199 | 06/09/2016 | Open | | | Accounts Payable | AMERICAN MESSAGING | $28.99 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | R1061851QF | | 06/03/2016 | Acct #R1-061851 - Police Department | | | $28.99 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $28.99 | | |
| 107200 | 06/09/2016 | Open | | | Accounts Payable | AMERICAN MESSAGING | $10.87 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | R1061876QF | | 06/03/2016 | Acct #R1-061876 - Fire Dept. | | | $10.87 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $10.87 | | |
| 107201 | 06/09/2016 | Open | | | Accounts Payable | APPLIED PEST MANAGEMENT INC | $385.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 556082 | | 06/03/2016 | WQC PEST CONTROL - APRIL 2016 | | | $220.00 | | |
| | 556083 | | 06/03/2016 | HARDING PUMP STATION & NW TANK - APRIL 2016 | | | $60.00 | | |
| | 561003 | | 06/03/2016 | HARDING PUMP STATION & NW TANK - MAY 2016 | | | $60.00 | | |
| | 556084 | | 06/03/2016 | FIRE STATION 2 PEST CONTROL - APRIL 2016 | | | $45.00 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $45.00 | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | $340.00 | | |
| 107202 | 06/09/2016 | Open | | | Accounts Payable | AT&T / CALNET 3 | $1,441.19 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 000008062183 | | 06/03/2016 | BAN #9391034856 | | | $1,065.24 | | |
| | 000008069574 | | 06/03/2016 | 235 258 5538 956 (T1 - 4-way split) (Calnet 2 account) | | | $375.95 | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $1,315.63 | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | $62.78 | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | $62.78 | | |

# Payment Register

**From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016**

107203 | 06/09/2016 | Open | Accounts Payable | AT&T MOBILITY | $2,559.24

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 995824412X052720 | 06/03/2016 | 995824412 / Aircards | $2,242.21 |
| 287262975728X527 | 06/03/2016 | 287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones | $317.03 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $2,200.71 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $161.89 |
| 501 - Information Technology | 501.11000 (Cash) | $196.64 |

107204 | 06/09/2016 | Open | Accounts Payable | BAY AREA CONSULTANTS INC | $1,600.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| E05516 | 06/04/2016 | WATER STORAGE TANK INSPECTIONS SERVICES | $1,600.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 420 - WATER | 420.11000 (Cash) | $1,600.00 |

107205 | 06/09/2016 | Open | Accounts Payable | BUREAU VERITAS NO AMERICA | $548.75

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1324073 | 05/26/2016 | PLAN CHECK SERVICES FOR BP#15-0933 | $548.75 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 405 - Building | 405.11000 (Cash) | $548.75 |

107206 | 06/09/2016 | Open | Accounts Payable | CAB AIR SYSTEMS INC. | $816.30

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 14200 | 06/02/2016 | SERVICE FOR AIR CONDITIONING/FAN ASSEMBLY | $816.30 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $816.30 |

107207 | 06/09/2016 | Open | Accounts Payable | CENTRAL SANITARY SUPPLY | $1,230.98

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 700487 | 06/03/2016 | JANITORIAL PAPER & CLEANING SUPPLIES | $335.77 |
| 702287 | 06/03/2016 | JANITORIAL PAPER & CLEANING SUPPLIES | $128.29 |
| 702304 | 06/03/2016 | JANITORIAL PAPER & CLEANING SUPPLIES | $111.39 |
| 704137 | 06/03/2016 | JANITORIAL PAPER & CLEANING SUPPLIES | $272.02 |
| 706288 | 06/03/2016 | JANITORIAL PAPER & CLEANING SUPPLIES | $511.80 |
| 14405 | 06/03/2016 | CREDIT MEMO - REF INV #700487 - WRONG PRODUCT | ($44.34) |
| 14517 | 06/03/2016 | CREDIT MEMO - REF INV #700487 - MISSING PRODUCTS | ($83.95) |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $1,230.98 |

107208 | 06/09/2016 | Open | Accounts Payable | CENTRAL VALLEY CONCRETE | $613.28

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 29283 | 06/04/2016 | WELL 35 CONCRETE | $613.28 |
| Paying Fund | | Cash Account | Amount |
| 420 - WATER | | 420.11000 (Cash) | $613.28 |

107209 06/09/2016 Open Accounts Payable CHAMPION INDUSTRIAL $2,206.62

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 51308 | 06/02/2016 | DATE AIRE RTU/FANS REPAIR | $1,189.11 |
| 50591 | 06/03/2016 | BELT CHANGES - VARIOUS LOCATIONS | $1,017.51 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $1,440.49 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $766.13 |

107210 06/09/2016 Open Accounts Payable CHARTER COMMUNICATIONS $120.75

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 0000051 - 6/1/16 | 06/03/2016 | 8203 13 680 0000051 / City Hall (TV service) | $120.75 |
| 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 |

107211 06/09/2016 Open Accounts Payable CINCINNATI LIFE INS INC $723.12

| Invoice | Date | Description | Amount |
|---|---|---|---|
| JUN-16-Premiums | 06/09/2016 | CINN LIFE - JUNE 2016 PREMIUMS | $723.12 |
| Paying Fund | | Cash Account | Amount |
| 104 - Payroll Clearing Fund | | 104.11000 (Cash) | $723.12 |

107212 06/09/2016 Open Accounts Payable CITY OF MODESTO $700.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Tuition-5/30-6/3 | 06/06/2016 | CONFINED SPACE RESCUE TRAINING - BICKLE, TIDWELL | $700.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $700.00 |

107213 06/09/2016 Open Accounts Payable CITY OF TURLOCK - CASH $285.48

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 6-03-16 REPLN | 06/03/2016 | FIN AR-REPLENSIH PETTY CASH-06-03-16 | $285.48 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $171.07 |
| 204 - AB 939 Integrated Waste Mgmt | | 204.11000 (Cash) | $21.40 |
| 266 - Police Services Grants | | 266.11000 (Cash) | $8.95 |
| 401 - Airport | | 401.11000 (Cash) | $50.00 |
| 426 - Transit - Fixed Route | | 426.11000 (Cash) | $3.00 |
| 501 - Information Technology | | 501.11000 (Cash) | $31.06 |

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

107214 06/09/2016 Open Accounts Payable COMBINED BENEFITS ADMINISTRATORS $198,790.22

| Invoice | Date | Description | Amount |
|---|---|---|---|
| JUN-16-Premiums | 06/09/2016 | CBA - JUNE 2016 PREMIUMS | $193,103.80 |
| 5/31/16-MED/DEP | 06/09/2016 | CBA- Dep Care & Unreimb. Med - 5/31/16 | $5,686.42 |
| Paying Fund | | Cash Account | Amount |
| 511 - Health Care | | 511.11000 (Cash) | $198,790.22 |

107215 06/09/2016 Open Accounts Payable COSTCO $1,414.95

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5/26/16 x 8926 | 06/03/2016 | Stmt 5/26/16 - Multi-Dept charges | $1,414.95 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $744.63 |
| 120 - Tourism | | 120.11000 (Cash) | $301.26 |
| 204 - AB 939 Integrated Waste Mgmt | | 204.11000 (Cash) | $67.70 |
| 266 - Police Services Grants | | 266.11000 (Cash) | $82.43 |
| 270 - Recreation Grants | | 270.11000 (Cash) | $218.93 |

107216 06/09/2016 Open Accounts Payable CULLIGAN INC $220.87

| Invoice | Date | Description | Amount |
|---|---|---|---|
| JUNE 2016 | 06/04/2016 | MONTHLY SERVICES | $220.87 |
| Paying Fund | | Cash Account | Amount |
| 420 - WATER | | 420.11000 (Cash) | $220.87 |

107217 06/09/2016 Open Accounts Payable CURTIS & SONS INC, L N $18,248.90

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 19567 | 06/02/2016 | NEW FIRE NOZZLES | $18,248.90 |
| Paying Fund | | Cash Account | Amount |
| 112 - GF Reserve for Capital Purchases | | 112.11000 (Cash) | $18,248.90 |

107218 06/09/2016 Open Accounts Payable CYCLE SPECIALTIES INC $1,074.59

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 265788 | 06/02/2016 | BLACK MESH PANTS 34 | $204.48 |
| 266031 | 06/02/2016 | REAR DRIVE FLUID CHANGE/ADJUST VALVES | $870.11 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $870.11 |
| 266 - Police Services Grants | | 266.11000 (Cash) | $204.48 |

107219 06/09/2016 Open Accounts Payable DELL MARKETING LP $789.92

| Invoice | Date | Description | Amount |
|---|---|---|---|
| XJXKJ5XT8 | 06/07/2016 | (2)Replacement monitors for WQC | $789.92 |
| Paying Fund | | Cash Account | Amount |
| 242 - Computer Replacement | | 242.11000 (Cash) | $789.92 |

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

107220 06/09/2016 Open — Accounts Payable — FASTENAL COMPANY INC — $562.83

| Invoice | Date | Description | Amount |
|---|---|---|---|
| CATUR117783 | 06/04/2016 | COTTER PIN, O-RING | $25.09 |
| CATUR118087 | 06/04/2016 | WATER HOSE BIBS | $34.75 |
| CATUR117995 | 06/04/2016 | HIGH RISK GLOVES | $351.29 |
| CATUR117987 | 06/04/2016 | WQC SUPPPLIES FOR POLYMER PROJECT | $151.70 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $562.83 |

107221 06/09/2016 Open — Accounts Payable — GOMES & SONS INC, JOE M — $906.74

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 519203 | 06/04/2016 | GOMES & SONS - FOR LUBRICATION SUPPLIES AND PROPANE | $906.74 |
| Paying Fund | | Cash Account | Amount |
| 420 - WATER | | 420.11000 (Cash) | $906.74 |

107222 06/09/2016 Open — Accounts Payable — GRAINGER INC, W W — $256.58

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9119641208 | 06/04/2016 | V-BELT | $185.98 |
| 9120793691 | 06/04/2016 | REFLECTIVE NUMBERS FOR STREETLIGHTS | $70.60 |
| Paying Fund | | Cash Account | Amount |
| 246 - Landscape Assessment | | 246.11000 (Cash) | $70.60 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $185.98 |

107223 06/09/2016 Open — Accounts Payable — HILMAR READY MIX — $45.74

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 7188 | 06/04/2016 | 309 COLUMBIA, POUR AROUND MANHOLE | $45.74 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $45.74 |

107224 06/09/2016 Open — Accounts Payable — HONDA KAWASAKI OF MODESTO — $197.98

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 366217 | 06/02/2016 | BOMBER GLV BLACK L/BOOT RIDGE | $197.98 |
| Paying Fund | | Cash Account | Amount |
| 266 - Police Services Grants | | 266.11000 (Cash) | $197.98 |

107225 06/09/2016 Open — Accounts Payable — IBM CORPORATION — $999.10

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Q1758LT | 06/03/2016 | JUNE 2016 BILLING | $999.10 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $999.10 |

107226 06/09/2016 Open — Accounts Payable — INTERNATIONAL MUNICIPAL — $560.00

# Payment Register

**From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016**

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3958-Tuition | 06/02/2016 | IMSA TRAFFIC SIGNAL WORKSHOP REGISTRATION SIGNAL FAR WESTERN SECTION | $560.00 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $560.00 |

107227 06/09/2016 Open Accounts Payable INTERWEST CONSULTING GROUP INC $2,306.70

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 25414 | 05/26/2016 | PLAN CHECK SERVICES FOR BP#15-1450 | $2,119.20 |
| 27274 | 05/26/2016 | PLAN CHECK SERVICES FOR BP#15-1132 | $187.50 |
| Paying Fund | | Cash Account | Amount |
| 405 - Building | | 405.11000 (Cash) | $2,306.70 |

107228 06/09/2016 Open Accounts Payable JOAQUIN ROSE, INC, B & B FLUID POWER $662.68

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 00251908 | 06/04/2016 | 3222 - JOAQUIN ROSE, INC B & B FLUID POWER SC03-9027 DRIVELINE | $662.68 |
| Paying Fund | | Cash Account | Amount |
| 205 - Sports Facilities | | 205.11000 (Cash) | $662.68 |

107229 06/09/2016 Open Accounts Payable L C ACTION $1,103.35

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 349582 | 06/02/2016 | 24 MINI FLASHBANG STEELBODY SINGLE USE | $1,103.35 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $1,103.35 |

107230 06/09/2016 Open Accounts Payable MICROBIZ SECURITY COMPANY $402.11

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 48923 | 06/07/2016 | SERVICE ORDER FOR CARD READER | $402.11 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $402.11 |

107231 06/09/2016 Open Accounts Payable MISSION LINEN SUPPLY INC $3,162.94

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5/31/16 212629 | 06/03/2016 | ASSESSMENT DIST - UNIFORMS | $240.24 |
| 5/31/16 154209 | 06/03/2016 | CITY HALL - UNIFORMS/MATS | $320.04 |
| 5/31/16 187032 | 06/03/2016 | FIRE STATION 1 - MATS/TOWELS | $117.76 |
| 5/31/16 187082 | 06/03/2016 | FIRE STATION 2 - MATS/TOWELS | $101.37 |
| 5/31/16 187080 | 06/03/2016 | FIRE STATION 3 - MATS/TOWELS | $82.26 |
| 5/31/16 187084 | 06/03/2016 | FIRE STATION 4 - MATS/TOWELS | $48.68 |
| 5/31/16 153955 | 06/03/2016 | FLEET SHOP - UNIFORMS/TOWELS | $405.82 |
| 5/31/16 153973 | 06/03/2016 | PARKS - UNIFORMS | $190.84 |

| | | | | |
|---|---|---|---|---|
| 5/31/16 154117 | 06/03/2016 | PEDRETTI - UNIFORMS | $79.76 | |
| 5/31/16 154207 | 06/03/2016 | POLICE DEPT - UNIFORMS | $37.76 | |
| 5/31/16 153979 | 06/03/2016 | SEWER (COLLECTION) - UNIFORMS | $154.40 | |
| 5/31/16 212628 | 06/03/2016 | STORMS - UNIFORMS | $66.28 | |
| 5/31/16 153971 | 06/03/2016 | STREETS - UNIFORMS | $86.40 | |
| 5/31/16 203896 | 06/03/2016 | SPORTS (TRSC) - UNIFORMS | $24.96 | |
| 5/31/16 153948 | 06/03/2016 | WATER - UNIFORMS | $172.77 | |
| 5/31/16 154035 | 06/03/2016 | WASTEWATER (WQC) - UNIFORMS | $862.24 | |
| 5/31/16 227932 | 06/03/2016 | ELECTRICAL (WQC) - UNIFORMS | $171.36 | |
| Paying Fund | | Cash Account | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | $898.71 | |
| 205 - Sports Facilities | | 205.11000 (Cash) | $104.72 | |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $86.40 | |
| 246 - Landscape Assessment | | 246.11000 (Cash) | $240.24 | |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $1,254.28 | |
| 420 - WATER | | 420.11000 (Cash) | $172.77 | |
| 505 - Fleet | | 505.11000 (Cash) | $405.82 | |

| | | | | | |
|---|---|---|---|---|---|
| 107232 | 06/09/2016 | Open | Accounts Payable | MO-CAL OFFICE SOLUTIONS INC | $117.31 |
| Invoice | Date | Description | | | Amount |
| AR239986 | 06/02/2016 | RECORDS TONER TY116 | | | $117.31 |
| Paying Fund | | Cash Account | | | Amount |
| 110 - General Fund | | 110.11000 (Cash) | | | $117.31 |

| | | | | | |
|---|---|---|---|---|---|
| 107233 | 06/09/2016 | Open | Accounts Payable | P G & E | $24.09 |
| Invoice | Date | Description | | | Amount |
| 600Clmbia-6/2/16 | 06/03/2016 | 6180280303-3 / 600 Columbia St | | | $7.87 |
| 595High - 6/2/16 | 06/03/2016 | 0221941093-9 / 595 High St | | | $8.11 |
| 1030East -6/3/16 | 06/03/2016 | 7472823285-6 / 1030 East Ave-Youth Center | | | $8.11 |
| Paying Fund | | Cash Account | | | Amount |
| 110 - General Fund | | 110.11000 (Cash) | | | $24.09 |

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|---|---|---|---|---|---|
| 107234 | 06/09/2016 | Open | Accounts Payable | PROTECH SECURITY/ELEC INC | $480.00 |
| Invoice | Date | Description | | | Amount |
| 1816070 | 06/03/2016 | MONTHLY MONITORING FOR PSF - JUNE 2016 | | | $410.00 |
| 1815814 | 06/03/2016 | MONTHLY MONITORING FOR CITY HALL - JUNE 2016 | | | $70.00 |
| Paying Fund | | Cash Account | | | Amount |
| 110 - General Fund | | 110.11000 (Cash) | | | $480.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107235 | 06/09/2016 | Open | Accounts Payable | R & S ERECTION INC | $848.05 |
| Invoice | Date | Description | | | Amount |
| 51357 | 06/02/2016 | REPAIR ON FS #34 BROKEN ROLL UP DOOR | | | $848.05 |
| Paying Fund | | Cash Account | | | Amount |

| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $848.05 |

| | | | | | |
|---|---|---|---|---|---|
| 107236 | 06/09/2016 | Open | Accounts Payable | ROLAND PHD,JOCELYN E | $2,125.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 12375 | 06/02/2016 | PRE-EMPLOYMENT SCREENING-FORTIN | $425.00 |
| 12357 | 06/02/2016 | PRE-EMPLOYMENT SCREENING-GOLD | $425.00 |
| 12400 | 06/02/2016 | PRE-EMPLOYMENT SCREENING-KOPERSKI | $425.00 |
| 12373 | 06/02/2016 | PRE-EMPLOYMENT SCREENING-THIBAULT | $425.00 |
| 12321 | 06/02/2016 | PRE-EMPLOYMENT SCREENING-SOUSA | $425.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $2,125.00 |

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|---|---|---|---|---|---|
| 107237 | 06/09/2016 | Open | Accounts Payable | ROMEO MEDICAL CLINIC | $813.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5/5/16-Fire | 05/27/2016 | Work Wellness-Stmt date: 5/5/16 | $813.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $813.00 |

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|---|---|---|---|---|---|
| 107238 | 06/09/2016 | Open | Accounts Payable | SCOTTS PPE RECON | $1,842.67 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 32112 | 06/02/2016 | CITROSQUEEZE DETERGENT-5 GALLON PAIL | $150.66 |
| 31457 | 06/02/2016 | REPAIRS TO PPE | $1,692.01 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $1,842.67 |

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|---|---|---|---|---|---|
| 107239 | 06/09/2016 | Open | Accounts Payable | SHELL FLEET PLUS | $321.77 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 079180105605 | 06/09/2016 | Shell Fuel - Statement 5/20/16 | $321.77 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $269.69 |
| 265 - Fire Department Grants | | 265.11000 (Cash) | $52.08 |

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|---|---|---|---|---|---|
| 107240 | 06/09/2016 | Open | Accounts Payable | SHORE CHEMICAL COMPANY | $30.81 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 45648 | 06/04/2016 | SODIUM HYPOCHLORITE 12% | $30.81 |
| Paying Fund | | Cash Account | Amount |
| 420 - WATER | | 420.11000 (Cash) | $30.81 |

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|---|---|---|---|---|---|
| 107241 | 06/09/2016 | Open | Accounts Payable | STANISLAUS AUDITOR CONTR | $61,119.62 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-3RD QTR | 06/06/2016 | STAN CO PYMNT 1/1/16-3/31-16 | $61,119.62 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $61,119.62 |

# Payment Register

**From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016**

107242 06/09/2016 Open Accounts Payable T I D $236,464.65

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Stmt: 5/31/16 | 06/03/2016 | 000208-022041-0003/ 244 N Broadway (PSF) | $14,368.78 |
| PO 154 - 6/9/16 | 06/03/2016 | Multiple COT Accounts paid on PO 154 | $4,539.59 |
| Stmt: 6/02/16 | 06/03/2016 | 000208-012362-0008/ 901 S Walnut (Water Treatment Facility) | $128,997.35 |
| Stmt 5/31/16 | 06/03/2016 | 000208-000000-0168 (Sewer Pump Stations) | $3,811.88 |
| Stmt: 6/01/16 | 06/03/2016 | 000208-000000-0169 (Storm Pump Stations) | $3,548.07 |
| Stmt: 6/1/16 | 06/03/2016 | 000208-000000-0167 (Well Pump Stations) | $81,198.98 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $15,672.04 |
| 216 - Streets - Local Transportation | 216.11000 (Cash) | $828.30 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $136,357.30 |
| 420 - WATER | 420.11000 (Cash) | $81,198.98 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $216.49 |
| 505 - Fleet | 505.11000 (Cash) | $2,191.54 |

107243 06/09/2016 Open Accounts Payable TARGET SOLUTIONS INC $4,235.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 13177 | 06/02/2016 | PREMIER ONLINE LEARNING/REC MGMT SYS 5/2016-5/2017 | $4,235.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 265 - Fire Department Grants | 265.11000 (Cash) | $4,235.00 |

107244 06/09/2016 Open Accounts Payable TOWNSEND PUBLIC AFFAIRS INC $5,000.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 11779 | 06/04/2016 | LOBBYING SERVICES FOR MAY 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 |

107245 06/09/2016 Open Accounts Payable TURLOCK DOWNTOWN & $48,715.92

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY15-16.2nd Inst | 06/09/2016 | Turlock Downtown Business Improvement District-2nd Installment | $48,715.92 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 706 - PBID | 706.11000 (Cash) | $48,715.92 |

107246 06/09/2016 Open Accounts Payable TURLOCK SCAVENGER CO INC $400,000.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| MAY 2016-PYMT 2 | 06/03/2016 | MAY 2016 PAYMENT #2 | $400,000.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $400,000.00 |

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

| | | | | | |
|---|---|---|---|---|---|
| 107247 | 06/09/2016 | Open | Accounts Payable | TURLOCK SPAY & NEUTER CLINIC | $660.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| MAY 2016 | 06/02/2016 | 5.2.16-5.27.16 | $660.00 |
| Paying Fund | | Cash Account | Amount |
| 203 - Animal Fee Forfeiture | | 203.11000 (Cash) | $240.00 |
| 266 - Police Services Grants | | 266.11000 (Cash) | $420.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107248 | 06/09/2016 | Open | Accounts Payable | TURLOCK UNIFIED | $64,072.41 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-3RD QTR | 06/07/2016 | 1/1/16-3/31/16 PAYMENT | $64,072.41 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $64,072.41 |

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|---|---|---|---|---|---|
| 107249 | 06/09/2016 | Open | Accounts Payable | VISION SERVICE PLAN CA | $5,837.49 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| VSP-MAY CLAIMS | 06/09/2016 | VSP- MAY 2016 CLAIMS | $5,837.49 |
| Paying Fund | | Cash Account | Amount |
| 511 - Health Care | | 511.11000 (Cash) | $5,837.49 |

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|---|---|---|---|---|---|
| 107250 | 06/09/2016 | Open | Accounts Payable | ZEE MEDICAL SERVICE CO | $433.30 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 66582999 | 06/03/2016 | Employee Break Room medical supplies | $53.22 |
| 66583063 | 06/03/2016 | Parks/Streets medical supplies | $151.27 |
| 66583062 | 06/03/2016 | Pool (Rec) medical supplies | $124.95 |
| 66583064 | 06/03/2016 | Operations (WQC) medical supplies | $103.86 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $53.22 |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $276.22 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $103.86 |

| | | | | | |
|---|---|---|---|---|---|
| 107251 | 06/09/2016 | Open | Accounts Payable | ALVES, JOE | $150.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3958-Per Diem | 06/06/2016 | TR# 3958 IMSA TRAFFIC SIGNAL WORKSHOP PER DIEM | $150.00 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $150.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107252 | 06/09/2016 | Open | Accounts Payable | AMIRFAR, NINO | $600.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/07/2016 | Professional Devlopment FY 2015-16 | $600.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $600.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107253 | 06/09/2016 | Open | Accounts Payable | DYSART, ROBIN | $150.00 |

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3958-Per Diem | 06/06/2016 | TR# 3958 IMSA TRAFFIC SIGNAL WORKSHOP PER DIEM | $150.00 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $150.00 |

107254 06/09/2016 Open Accounts Payable FISHER, SONIA $180.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3955-Per Diem | 06/03/2016 | TR 3955 PER DIEM-TACTICAL DISPATCHER TRAINING | $180.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $180.00 |

107255 06/09/2016 Open Accounts Payable GILLEY, LARRY $150.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3958-Per Diem | 06/06/2016 | TR# 3958 IMSA TRAFFIC SIGNAL WORKSHOP PER DIEM | $150.00 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $150.00 |

107256 06/09/2016 Open Accounts Payable GILLEY, LARRY $584.03

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/08/2016 | Prof Dev FY2015-16 Larry Gilley | $584.03 |
| Paying Fund | | Cash Account | Amount |
| 420 - WATER | | 420.11000 (Cash) | $584.03 |

107257 06/09/2016 Open Accounts Payable GOMEZ, MARK $600.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/08/2016 | Prof Dev FY2015-16, Mark Gomez | $600.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $600.00 |

107258 06/09/2016 Open Accounts Payable LAND, JENNIFER $500.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/08/2016 | Prof Dev FY2015-16, Jennifer Land | $500.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $500.00 |

107259 06/09/2016 Open Accounts Payable PERRY, DOYLE $150.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR 3958-Per Diem | 06/06/2016 | TR# 3958 IMSA TRAFFIC SIGNAL WORKSHOP PER DIEM | $150.00 |
| Paying Fund | | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $150.00 |

# Payment Register

**From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016**

| | | | | | |
|---|---|---|---|---|---|
| 107260 | 06/09/2016 | Open | Accounts Payable | PICCIANO, ERIC | $600.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/07/2016 | Professional Devlopment FY 2015-16 | $600.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 405 - Building | | 405.11000 (Cash) | $600.00 |

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|---|---|---|---|---|---|
| 107261 | 06/09/2016 | Open | Accounts Payable | SMITH, PHILIP, ANTHONY | $199.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Reimbursement | 06/07/2016 | REIMBURSEMENT FOR CERTIFICATION | $199.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 405 - Building | | 405.11000 (Cash) | $199.00 |

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|---|---|---|---|---|---|
| 107262 | 06/09/2016 | Open | Accounts Payable | SNELSON COMPANY | $301.66 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| MTR#15064028 | 06/04/2016 | HYDRANT USE PERMIT REFUND | $301.66 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 420 - WATER | | 420.11000 (Cash) | $301.66 |

| | | | | | |
|---|---|---|---|---|---|
| 107263 | 06/09/2016 | Open | Accounts Payable | THE SALVATION ARMY | $6,505.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Refund | 06/08/2016 | REFUND PD 274 PROJECT WITHDREW | $6,505.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $4,383.00 |
| 240 - Small Equipment Replacement | | 240.11000 (Cash) | $1,301.00 |
| 405 - Building | | 405.11000 (Cash) | $146.00 |
| 502 - Engineering | | 502.11000 (Cash) | $675.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107264 | 06/09/2016 | Open | Accounts Payable | WHITE, BRIAN | $600.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| FY 15/16-Pro.Dev | 06/08/2016 | Prof Dev FY2015-16 Brian White | $600.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $600.00 |

Type Check Totals: 67 Transactions $1,089,639.65

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 67 | $1,089,639.65 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 67 | $1,089,639.65 | $0.00 |

City of Turlock

# Payment Register

From Payment Date: 6/3/2016 - To Payment Date: 6/9/2016

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 67 | $1,089,639.65 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 67 | $1,089,639.65 | $0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | **Open** | **67** | **$1,089,639.65** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **67** | **$1,089,639.65** | **$0.00** |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | **Open** | **67** | **$1,089,639.65** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **67** | **$1,089,639.65** | **$0.00** |

# Payment Register

From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| AP - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 107265 | 06/14/2016 | Open | | | Licensing Refund | 10 MINUTE LUBE & OIL BBC INVESTMENTS | $10.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 2797 | | 05/12/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $10.00 | | |
| 107266 | 06/14/2016 | Open | | | Licensing Refund | A STEP ABOVE PAINTING INC | $97.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 719 | | 05/12/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $97.00 | | |
| 107267 | 06/14/2016 | Open | | | Licensing Refund | ABDALLAH, RAED | $39.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 88 | | 05/09/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $39.00 | | |
| 107268 | 06/14/2016 | Open | | | Licensing Refund | ABREO, MARCOS | $15.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 499 | | 05/09/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $15.00 | | |
| 107269 | 06/14/2016 | Open | | | Licensing Refund | ACOSTA & SONS INC | $20.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 203 | | 05/09/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $20.00 | | |
| 107270 | 06/14/2016 | Open | | | Licensing Refund | AGUILAR, ANGELICA | $10.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 5041 | | 05/11/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | $10.00 | | |
| 107271 | 06/14/2016 | Open | | | Licensing Refund | AIR SQUARED MECHANICAL | $10.00 | | |
| | Licensee Type | | | Licensee Number | | Transaction Date | Transaction Type | | |
| | BUSINESS | | | 1712 | | 05/09/2016 | REFUND | | |
| | Paying Fund | | | Cash Account | | | Amount | | |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $10.00 |

107272 06/14/2016 Open — Licensing Refund — ALBERT PAPER CO — $43.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2091 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $43.00 |

107273 06/14/2016 Open — Licensing Refund — ALVES, MARIA, GRACA — $11.28

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1887 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $11.28 |

107274 06/14/2016 Open — Licensing Refund — AMERICAN CALF PRODUCTS LLC — $205.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1270 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $205.00 |

107275 06/14/2016 Open — Licensing Refund — AMERICAN LINEN — $50.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2030 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $50.00 |

107276 06/14/2016 Open — Licensing Refund — AMERICAN RELAY STANISLAUS RELAY — $77.50

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3227 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $77.50 |

107277 06/14/2016 Open — Licensing Refund — AMERICOLD LOGISTICS LLC dba AMERICOLD CORPORATION — $538.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2538 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $538.00 |

107278 06/14/2016 Open — Licensing Refund — AMERINE SYSTEMS INC — $10.87

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 304 | 05/09/2016 | REFUND |

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

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | | | |
|---|---|---|---|---|---|
| 107279 | 06/14/2016 | Open | Licensing Refund | ANA MOTORING ACCESSORIES & SINISTER WHEEL/GHOSIA I | $47.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2627 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $47.00 |

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|---|---|---|---|---|---|
| 107280 | 06/14/2016 | Open | Licensing Refund | ANHAR, ROZEMARY | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 417 | 05/11/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107281 | 06/14/2016 | Open | Licensing Refund | APEX ENVIROTECH INC | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 535 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107282 | 06/14/2016 | Open | Licensing Refund | ARAMARK UNIFORM SERVICE INC | $311.35 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2360 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $311.35 |

| | | | | | |
|---|---|---|---|---|---|
| 107283 | 06/14/2016 | Open | Licensing Refund | AVENA BELLA APARTMENT LP | $20.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 5035 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107284 | 06/14/2016 | Open | Licensing Refund | AZIZ, FRYDON | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2683 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107285 | 06/14/2016 | Open | Licensing Refund | B I C SECURITY | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3747 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107286 | 06/14/2016 | Open | Licensing Refund | BACKSTAGE ACADEMY OF DANCE | $10.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

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| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3202 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107287 06/14/2016 Open Licensing Refund BARNETT, JOHN, A $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2044 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107288 06/14/2016 Open Licensing Refund BASKERVILLE PASONS CONTRACTORS INC $22.20

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4237 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $22.20 |

107289 06/14/2016 Open Licensing Refund BAUTISTA, MADELINE , A $21.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2880 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $21.00 |

107290 06/14/2016 Open Licensing Refund BAY ALARM COMPANY $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2905 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107291 06/14/2016 Open Licensing Refund BORRELLI, RICHARD, M $40.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3740 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $40.00 |

107292 06/14/2016 Open Licensing Refund BULLET GUARD CORP $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1955 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107293 06/14/2016 Open Licensing Refund CAHILL, LARRY, ALLEN $57.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|

# Payment Register

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|---|---|---|---|---|---|---|
| | BUSINESS | | 275 | 05/13/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $57.00 |
| 107294 | 06/14/2016 Open | | Licensing Refund | CAL-NEVA SLUSH CO | | $11.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 2928 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $11.00 |
| 107295 | 06/14/2016 Open | | Licensing Refund | CAL-WEST CONCRETE CUTTING INC | | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 3966 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |
| 107296 | 06/14/2016 Open | | Licensing Refund | CALIFORNIA DELTA MECHANICAL INC | | $28.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 1207 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $28.00 |
| 107297 | 06/14/2016 Open | | Licensing Refund | CANNELLA, DEBRA, J | | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 1793 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |
| 107298 | 06/14/2016 Open | | Licensing Refund | CAREMORE HEALTH PLAN OF CALIF. | | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 1547 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |
| 107299 | 06/14/2016 Open | | Licensing Refund | CEMEX INC. | | $217.30 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 1463 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $217.30 |
| 107300 | 06/14/2016 Open | | Licensing Refund | CHANDLER, THERESA , M | | $20.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |

# Payment Register

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| | | | | | | |
|---|---|---|---|---|---|---|
| | BUSINESS | | 1010 | 05/07/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $20.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107301 | 06/14/2016 Open | | Licensing Refund | CHAVES, ARLENE | | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 4373 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107302 | 06/14/2016 Open | | Licensing Refund | CIMOLI, JAMIE, M | | $20.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 4159 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $20.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107303 | 06/14/2016 Open | | Licensing Refund | CLARK, JENNIFER, A | | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 2554 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107304 | 06/14/2016 Open | | Licensing Refund | COSMO PROF #8733 | | $52.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 231 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $52.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107305 | 06/14/2016 Open | | Licensing Refund | COST-U-LESS INSURANCE CENTER | | $61.25 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 4050 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $61.25 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107306 | 06/14/2016 Open | | Licensing Refund | COSTA, EMANUEL, A | | $79.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 3828 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $79.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 107307 | 06/14/2016 Open | | Licensing Refund | CROWN PAINTING INC. | | $30.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 27302 | 05/07/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |

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| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $30.00 |

107308 06/14/2016 Open — Licensing Refund — D & D PEST CONTROL INC — $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2796 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107309 06/14/2016 Open — Licensing Refund — DAHLGREN, MARC , A — $40.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3341 | 05/17/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $40.00 |

107310 06/14/2016 Open — Licensing Refund — DAIRY DIRECT SERVICE LLC — $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4272 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107311 06/14/2016 Open — Licensing Refund — DALEO INC — $38.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4777 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $38.00 |

107312 06/14/2016 Open — Licensing Refund — DAVID HALL MASONRY, INC. — $17.50

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4318 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $17.50 |

107313 06/14/2016 Open — Licensing Refund — DECHINA 1 BUFFET INC — $12.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 684 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $12.00 |

107314 06/14/2016 Open — Licensing Refund — DELGADO, JOHN , M — $21.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2817 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $21.00 |

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|---|---|---|---|---|---|
| 107315 | 06/14/2016 | Open | Licensing Refund | DELTA BAY CONCRETE CUTTING INC | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 27916 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107316 | 06/14/2016 | Open | Licensing Refund | DELTA WIRELESS INC | $36.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2288 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $36.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107317 | 06/14/2016 | Open | Licensing Refund | DOLGEN CALIFORNIA LLC | $136.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4866 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $136.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107318 | 06/14/2016 | Open | Licensing Refund | DONALDSON, RICHARD, L | $41.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 101 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $41.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107319 | 06/14/2016 | Open | Licensing Refund | DUNNAGAN, LARRY, D | $41.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1866 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $41.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107320 | 06/14/2016 | Open | Licensing Refund | DUTRA, RICHARD | $20.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2471 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107321 | 06/14/2016 | Open | Licensing Refund | E.T. ABATEMENT INC | $40.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 448 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $40.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107322 | 06/14/2016 | Open | Licensing Refund | ENGEO INCORPORATED | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|

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|---|---|---|---|---|---|---|
| | BUSINESS | | 4844 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |
| 107323 | 06/14/2016 Open | | Licensing Refund | | ENGINEERED STRUCTURES, INC | $30.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 27716 | 05/07/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $30.00 |
| 107324 | 06/14/2016 Open | | Licensing Refund | | ESCOBAR, FERNANDO | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 4601 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |
| 107325 | 06/14/2016 Open | | Licensing Refund | | ESSUMAN, ISAAC , K | $20.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 2813 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $20.00 |
| 107326 | 06/14/2016 Open | | Licensing Refund | | FRESH MARKET GROCERY INC | $21.09 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 2365 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $21.09 |
| 107327 | 06/14/2016 Open | | Licensing Refund | | FRICK, FRICK & JETTE ARCHITECTS INC | $319.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 3928 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $319.00 |
| 107328 | 06/14/2016 Open | | Licensing Refund | | G & K SERVICES CO | $87.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 1858 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $87.00 |
| 107329 | 06/14/2016 Open | | Licensing Refund | | G4S SECURE SOLUTIONS (USA) INC | $10.00 |
| | Licensee Type | Licensee Number | | Transaction Date | Transaction Type | |
| | BUSINESS | | 2754 | 05/09/2016 | REFUND | |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107330 06/14/2016 Open Licensing Refund GALVAN, RAMON, R $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4103 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107331 06/14/2016 Open Licensing Refund GOLDEN STATE MIXING INC $320.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2720 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $320.00 |

107332 06/14/2016 Open Licensing Refund GONZALES, AMANDA $15.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 5095 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $15.00 |

107333 06/14/2016 Open Licensing Refund HAJOCA CORPORATION $54.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2181 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $54.00 |

107334 06/14/2016 Open Licensing Refund HARDER'S PRINT SHOP INC $36.25

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2232 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $36.25 |

107335 06/14/2016 Open Licensing Refund HASLEM, JOSHUA, J $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 12 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107336 06/14/2016 Open Licensing Refund HENSLEY'S MFG DIRECT METAL ROOFING INC $24.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3290 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $24.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

107337 06/14/2016 Open Licensing Refund HENSLEY'S PAVING & GENERAL ENGINEERING INC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4703 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107338 06/14/2016 Open Licensing Refund HERR, JAMES, O $32.50

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2166 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $32.50 |

107339 06/14/2016 Open Licensing Refund HERTZ LOCAL EDITION $64.74

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3820 | 05/12/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $64.74 |

107340 06/14/2016 Open Licensing Refund HOGIN FINANCIAL AND INSURANCE SERVICES INC $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 463 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107341 06/14/2016 Open Licensing Refund HUMPHREY, CRAIG, E $29.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2094 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $29.00 |

107342 06/14/2016 Open Licensing Refund HUNDAL, NIRBHAI, S $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3452 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107343 06/14/2016 Open Licensing Refund IN SOLUTION MEDICAL MGT INC $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3737 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | | | | |
|---|---|---|---|---|---|---|
| 107344 | 06/14/2016 | Open | Licensing Refund | JAMESON, LISA, A | | $31.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 2638 | 05/07/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $31.00 | |
| 107345 | 06/14/2016 | Open | Licensing Refund | JAYLOR RESTORATION INC | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 27099 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107346 | 06/14/2016 | Open | Licensing Refund | KENDALL, SHEILA, M | | $20.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 1884 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $20.00 | |
| 107347 | 06/14/2016 | Open | Licensing Refund | KENNETH M. MELLO, A PROFESSIONAL LAW CORPORATION | | $20.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 3580 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $20.00 | |
| 107348 | 06/14/2016 | Open | Licensing Refund | KENT LATHING INC | | $89.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 32 | 05/13/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $89.00 | |
| 107349 | 06/14/2016 | Open | Licensing Refund | KEVIN D LESS DDS PC | | $27.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 3493 | 05/13/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $27.00 | |
| 107350 | 06/14/2016 | Open | Licensing Refund | KHALILISABET, GHOLAM, A | | $16.07 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 473 | 06/14/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $16.07 | |
| 107351 | 06/14/2016 | Open | Licensing Refund | KLAIR REAL ESTATE INC | | $10.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 284 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107352 06/14/2016 Open Licensing Refund LEWIS, SHELLEY $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1126 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107353 06/14/2016 Open Licensing Refund LIBERTY UNIVERSAL DISTRIBUTING INC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 54 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107354 06/14/2016 Open Licensing Refund LOPES, JOANN $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 915 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107355 06/14/2016 Open Licensing Refund LOTT, LYDIA , M $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2745 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107356 06/14/2016 Open Licensing Refund MALKO, ALBERT $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1202 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107357 06/14/2016 Open Licensing Refund MANUEL VILLA ENTERPRISES INC $52.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2876 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $52.00 |

107358 06/14/2016 Open Licensing Refund MARTINEZ, JOSE, R $27.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2450 | 05/13/2016 | REFUND |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $27.00 |

107359 06/14/2016 Open Licensing Refund MATSON ALARM CO INC $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3241 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107360 06/14/2016 Open Licensing Refund MAYOTTE, ZELLA, J $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2602 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107361 06/14/2016 Open Licensing Refund MC ANDREWS, GARY, W $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 5064 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107362 06/14/2016 Open Licensing Refund MID-STATE STEEL ERECTORS INC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1900 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107363 06/14/2016 Open Licensing Refund MOBILE MINI LLC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1582 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107364 06/14/2016 Open Licensing Refund MODERN STEEL STRUCTURES $234.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4723 | 05/17/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $234.00 |

107365 06/14/2016 Open Licensing Refund MOHINDER SPORTS INC $31.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2924 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $31.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | | | |
|---|---|---|---|---|---|
| 107366 | 06/14/2016 | Open | Licensing Refund | MUNSON, ERIC | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 202 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107367 | 06/14/2016 | Open | Licensing Refund | MURPHY, ROBERT , J | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 828 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107368 | 06/14/2016 | Open | Licensing Refund | MYERS TOWING | $81.50 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2700 | 05/18/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $81.50 |

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|---|---|---|---|---|---|
| 107369 | 06/14/2016 | Open | Licensing Refund | NATURA PEST CONTROL | $78.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4820 | 05/18/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $78.00 |

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|---|---|---|---|---|---|
| 107370 | 06/14/2016 | Open | Licensing Refund | NCR CORP | $40.05 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2323 | 05/18/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $40.05 |

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|---|---|---|---|---|---|
| 107371 | 06/14/2016 | Open | Licensing Refund | NELSON & SONS ELECTRIC INC | $49.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 807 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $49.00 |

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|---|---|---|---|---|---|
| 107372 | 06/14/2016 | Open | Licensing Refund | NETFUSION CONSULTING INC. | $20.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1342 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

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|---|---|---|---|---|---|
| 107373 | 06/14/2016 | Open | Licensing Refund | NEW BRIDGE MANAGEMENT | $45.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1301 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $45.00 |

107374 06/14/2016 Open Licensing Refund NGUYEN, ANA $150.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 352 | 05/19/2016 | REFUND |

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

107375 06/14/2016 Open Licensing Refund NGUYEN, DUYET , D $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1922 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107376 06/14/2016 Open Licensing Refund NICHOLS, KEVIN, D $30.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2151 | 05/13/2016 | REFUND |

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

107377 06/14/2016 Open Licensing Refund NOR-CAL FOODS INC $103.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3897 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $103.00 |

107378 06/14/2016 Open Licensing Refund NORTHERN CALIFORNIA SURGERY CENTER $301.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 178 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $301.00 |

107379 06/14/2016 Open Licensing Refund NU-HY INC $24.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 168 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $24.00 |

107380 06/14/2016 Open Licensing Refund OAKDALE INTERIORS INC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 661 | 05/09/2016 | REFUND |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107381 06/14/2016 Open Licensing Refund ODISHO, ATORINA , E $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2838 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107382 06/14/2016 Open Licensing Refund OLD NAVY LLC $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4414 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107383 06/14/2016 Open Licensing Refund OLIVEIRA, MANUEL , B $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2837 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107384 06/14/2016 Open Licensing Refund OMC STAINLESS STEEL CUSTOM FABRICATIONS $21.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 317 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $21.00 |

107385 06/14/2016 Open Licensing Refund OPPELT, JANINE, R $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3198 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107386 06/14/2016 Open Licensing Refund PACHECO, ALEJANDRO $15.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 43 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $15.00 |

107387 06/14/2016 Open Licensing Refund PACIFIC STORAGE COMPANY $110.25

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1667 | 05/19/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $110.25 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 107388 | 06/14/2016 | Open | Licensing Refund | PANELIZED STRUCTURES INC | | $45.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 28024 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $45.00 | |
| 107389 | 06/14/2016 | Open | Licensing Refund | PAR ELECTRICAL CONTRACTORS, INC. | | $20.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 27644 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $20.00 | |
| 107390 | 06/14/2016 | Open | Licensing Refund | PARAMOUNT PEST CONTROL | | $20.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 2343 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $20.00 | |
| 107391 | 06/14/2016 | Open | Licensing Refund | PLAY-RITE MUSIC DBA ROLL-RITE MUSIC | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 2353 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107392 | 06/14/2016 | Open | Licensing Refund | PROTECH SECURITY & ELECTRONICS | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 1147 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107393 | 06/14/2016 | Open | Licensing Refund | PROVOST & PRITCHARD CONSULTING GROUP | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 4941 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107394 | 06/14/2016 | Open | Licensing Refund | PRUDENTIAL CALIFORNIA REALTY | | $92.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 4235 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $92.00 | |

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| | | | | | |
|---|---|---|---|---|---|
| 107395 | 06/14/2016 | Open | Licensing Refund | PULIDO, FRANCISO | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1810 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107396 | 06/14/2016 | Open | Licensing Refund | QUAD KNOPF INC | $30.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1385 | 05/09/2016 | REFUND |

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

| | | | | | |
|---|---|---|---|---|---|
| 107397 | 06/14/2016 | Open | Licensing Refund | QUANTUM TECHNOLOGY INC DBA QUANTUM ELECTRIC | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3429 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107398 | 06/14/2016 | Open | Licensing Refund | R & S ERECTION dba TRI-COUNTY INC OF MODESTO | $39.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3455 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $39.00 |

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|---|---|---|---|---|---|
| 107399 | 06/14/2016 | Open | Licensing Refund | RAGSDALE & SON INC | $10.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4045 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

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|---|---|---|---|---|---|
| 107400 | 06/14/2016 | Open | Licensing Refund | RAMAHI, ABEER | $35.00 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4319 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $35.00 |

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|---|---|---|---|---|---|
| 107401 | 06/14/2016 | Open | Licensing Refund | RJK INVESTMENTS LP | $76.25 |

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1571 | 06/14/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $76.25 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

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|---|---|---|---|---|---|---|
| 107402 | 06/14/2016 | Open | Licensing Refund | ROCHA, MARIA, ODILIA | | $50.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 4730 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $50.00 | |
| 107403 | 06/14/2016 | Open | Licensing Refund | RODRIGUEZ, BLAS, A | | $10.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 174 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $10.00 | |
| 107404 | 06/14/2016 | Open | Licensing Refund | ROLFE, TERRY, K | | $10.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 584 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $10.00 | |
| 107405 | 06/14/2016 | Open | Licensing Refund | ROMERO, ALBERT | | $20.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2799 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $20.00 | |
| 107406 | 06/14/2016 | Open | Licensing Refund | ROMERO-PERVERE, ELISA, C | | $15.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2660 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $15.00 | |
| 107407 | 06/14/2016 | Open | Licensing Refund | ROSE, FRANK, M | | $40.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 3877 | 05/09/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $40.00 | |
| 107408 | 06/14/2016 | Open | Licensing Refund | ROYALTY CLEANING SERVICES SANNY BROS INC | | $40.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2371 | 05/07/2016 | REFUND | |
| | Paying Fund | | Cash Account | | Amount | |
| | 110 - General Fund | | 110.11000 (Cash) | | $40.00 | |
| 107409 | 06/14/2016 | Open | Licensing Refund | RUIZ, MARIA | | $40.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | | | | |
|---|---|---|---|---|---|---|
| | BUSINESS | | 1372 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $40.00 |

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|---|---|---|---|---|---|---|
| 107410 | 06/14/2016 | Open | Licensing Refund | SABAH INTERNATIONAL INC | | $10.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 5133 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |

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|---|---|---|---|---|---|---|
| 107411 | 06/14/2016 | Open | Licensing Refund | SACHS, CAROLE, L | | $10.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2811 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $10.00 |

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|---|---|---|---|---|---|---|
| 107412 | 06/14/2016 | Open | Licensing Refund | SAEED, ABDULRAQEB, M | | $33.95 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 1741 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $33.95 |

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|---|---|---|---|---|---|---|
| 107413 | 06/14/2016 | Open | Licensing Refund | SAHOTA, PARDEEP, S | | $149.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2810 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $149.00 |

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|---|---|---|---|---|---|---|
| 107414 | 06/14/2016 | Open | Licensing Refund | SALEM, FADHLE, H | | $13.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 2663 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $13.00 |

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|---|---|---|---|---|---|---|
| 107415 | 06/14/2016 | Open | Licensing Refund | SALLY BEAUTY SUPPLY #1933 | | $30.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 3112 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | | $30.00 |

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|---|---|---|---|---|---|---|
| 107416 | 06/14/2016 | Open | Licensing Refund | SANCHEZ, RON | | $10.00 |
| | Licensee Type | | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | | 3392 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | | Amount |

# Payment Register

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| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $10.00 |

107417 06/14/2016 Open Licensing Refund SANDUDE BREWING CO LLC $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4827 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107418 06/14/2016 Open Licensing Refund SHADE, JAMES $23.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2392 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $23.00 |

107419 06/14/2016 Open Licensing Refund SILVER STAR SPECIALTY $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1058 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107420 06/14/2016 Open Licensing Refund SIMMONS, CHRIS , A $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2656 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107421 06/14/2016 Open Licensing Refund SIMMONS, MARIANNE, S $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2469 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107422 06/14/2016 Open Licensing Refund SNIDER, JOHN , G $41.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3381 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $41.00 |

107423 06/14/2016 Open Licensing Refund SOUTHWESTERN & PACIFIC DBA CHECK N GO $37.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 3277 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $37.00 |

# Payment Register

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| | | | | | | |
|---|---|---|---|---|---|---|
| 107424 | 06/14/2016 | Open | Licensing Refund | SPACETEL LLC | | $30.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 4946 | 05/07/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $30.00 | |
| 107425 | 06/14/2016 | Open | Licensing Refund | STAFFORD, STANLEY, V | | $33.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 3407 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $33.00 | |
| 107426 | 06/14/2016 | Open | Licensing Refund | STAR EDUCATION INC | | $30.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 1966 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $30.00 | |
| 107427 | 06/14/2016 | Open | Licensing Refund | STERNDAHL ENTERPRISES, INC. | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 27064 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107428 | 06/14/2016 | Open | Licensing Refund | TAVES ENTERPRISES INC | | $10.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 1113 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $10.00 | |
| 107429 | 06/14/2016 | Open | Licensing Refund | TECHNICON ENGINEERING SERVICES INC | | $42.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 272 | 05/07/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $42.00 | |
| 107430 | 06/14/2016 | Open | Licensing Refund | TELCION COMMUNICATIONS GROUP | | $39.00 |
| Licensee Type | | Licensee Number | Transaction Date | Transaction Type | | |
| BUSINESS | | 2305 | 05/09/2016 | REFUND | | |
| Paying Fund | | Cash Account | | | Amount | |
| 110 - General Fund | | 110.11000 (Cash) | | | $39.00 | |
| 107431 | 06/14/2016 | Open | Licensing Refund | TERRA RENEWAL WEST LLC | | $10.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1835 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107432 06/14/2016 Open Licensing Refund THAKUR MD INC, VIJAYA $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 369 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107433 06/14/2016 Open Licensing Refund THE COLSTON COMPANY $19.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 4971 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $19.00 |

107434 06/14/2016 Open Licensing Refund THOMAS, BENNIE, J $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1438 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107435 06/14/2016 Open Licensing Refund THOMPSON, DANNY , M $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2586 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107436 06/14/2016 Open Licensing Refund TILLERY, DENISE , M $25.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2857 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $25.00 |

107437 06/14/2016 Open Licensing Refund TOP GRADE CONSTRUCTION $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1931 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107438 06/14/2016 Open Licensing Refund TORRES, ROBERTO $20.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2937 | 05/09/2016 | REFUND |

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| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $20.00 |

107439 06/14/2016 Open Licensing Refund TURLOCK RESIDENTIAL COVENANT CARE CALIFORNIA $69.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2958 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $69.00 |

107440 06/14/2016 Open Licensing Refund TYCO INTEGRATED SECURITY LLC $235.76

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 2270 | 05/07/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $235.76 |

107441 06/14/2016 Open Licensing Refund UNITED SITE SERVICES $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 27855 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107442 06/14/2016 Open Licensing Refund VALLARINE, ALAN, J $29.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 5069 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $29.00 |

107443 06/14/2016 Open Licensing Refund VIVINT INC $102.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 700 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $102.00 |

107444 06/14/2016 Open Licensing Refund WALKERS TOP NOTCH WINDOW SERVICE $102.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 28103 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $102.00 |

107445 06/14/2016 Open Licensing Refund WELLS FARGO ADVISORS LLC $45.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1855 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

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|---|---|---|---|---|---|
| | 110 - General Fund | 110.11000 (Cash) | | | $45.00 |
| 107446 | 06/14/2016 Open | | Licensing Refund | WEST PAINTING | $10.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 3433 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $10.00 |
| 107447 | 06/14/2016 Open | | Licensing Refund | WESTERN BUILDING MATERIALS CO | $43.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 1980 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $43.00 |
| 107448 | 06/14/2016 Open | | Licensing Refund | WILLIAMS, DAVID, M | $10.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 3211 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $10.00 |
| 107449 | 06/14/2016 Open | | Licensing Refund | XEROX CORPORATION TAX DEPARTMENT | $46.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 896 | 05/12/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $46.00 |
| 107450 | 06/14/2016 Open | | Licensing Refund | YACCO, MELODY S | $10.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 1797 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $10.00 |
| 107451 | 06/14/2016 Open | | Licensing Refund | YORK BOOKKEEPING & TAX SERVICE | $19.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 2011 | 05/19/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |
| | 110 - General Fund | 110.11000 (Cash) | | | $19.00 |
| 107452 | 06/14/2016 Open | | Licensing Refund | YOUSEFIYEH, FREDRICK | $62.00 |
| | Licensee Type | Licensee Number | Transaction Date | Transaction Type | |
| | BUSINESS | 1395 | 05/09/2016 | REFUND | |
| | Paying Fund | Cash Account | | | Amount |

| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $62.00 |

107453 06/14/2016 Open — Licensing Refund — ZARAGOZA, MINDY, J — $10.00

| Licensee Type | Licensee Number | Transaction Date | Transaction Type |
|---|---|---|---|
| BUSINESS | 1879 | 05/09/2016 | REFUND |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

107454 06/16/2016 Open — Accounts Payable — APPLIED PEST MANAGEMENT INC — $455.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 560992 | 06/10/2016 | FIRE STATION 2 PEST CONTROL - MAY 2016 | $45.00 |
| 566998 | 06/10/2016 | FIRE STATION 4 PEST CONTROL - MAY 2016 | $35.00 |
| 561004 | 06/10/2016 | WQC PEST CONTROL - MAY 2016 | $220.00 |
| 566997 | 06/10/2016 | FIRE STATION 3 PEST CONTROL - MAY 2016 | $40.00 |
| 564250 | 06/10/2016 | FIRE STATION 3 PEST CONTROL - MAY 2016 | $40.00 |
| 564925 | 06/06/2016 | PEST CONTROL TRANSIT BUILDING | $75.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $160.00 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $220.00 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | $75.00 |

107455 06/16/2016 Open — Accounts Payable — ASSOC RIGHT OF WAY SERV — $18,431.60

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 000000014343 | 06/06/2016 | 13-65 INTERS IMPROV AT N OLIVE AND WAYSIDE | $18,431.60 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | $18,431.60 |

107456 06/16/2016 Open — Accounts Payable — ASSOCIATED ENG GROUP INC — $2,640.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 8942 | 06/06/2016 | 13-65 TRAFFIC SIGNAL AT N OLIVE & WAYSIDE | $2,640.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | $2,640.00 |

107457 06/16/2016 Open — Accounts Payable — AT&T/SBC — $103.01

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 6/01/16-RelayTDD | 06/10/2016 | Acct# 248 134-2929 655 9/ California Relay Srvc TDD | $4.53 |
| 6/01/16 - Fire | 06/10/2016 | Acct# 233 841-5391 333 1/ Fire Dept | $65.19 |
| 6/7/16 - PD | 06/10/2016 | Acct# 234 371-3447 543 0/ Police Dept | $33.29 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $103.01 |

107458 06/16/2016 Open — Accounts Payable — BICSEC SECURITY INC — $339.10

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 132199 | 06/06/2016 | QUARTERLY FIRE ALARM INSPECTIONS/RADIOS | $339.10 |

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| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $339.10 |

107459 06/16/2016 Open Accounts Payable BONANDER TRUCKS $298.25

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 722677 | 06/03/2016 | REAR SHOES | $298.25 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $298.25 |

107460 06/16/2016 Open Accounts Payable CAL-NEVA SLUSH COMPANY $126.50

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 16742 | 06/10/2016 | POPCORN FOR BENEFIT FAIR | $126.50 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $126.50 |

107461 06/16/2016 Open Accounts Payable CALIFORNIA BUILDING OFFICIALS $135.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 10065 | 06/10/2016 | Employment Ad-Building Inspector | $135.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 405 - Building | 405.11000 (Cash) | $135.00 |

107462 06/16/2016 Open Accounts Payable CHAMPION INDUSTRIAL $11,517.28

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 51420 | 06/06/2016 | AIR CONDITIONING CONDENSING UNIT | $2,749.00 |
| 51102 | 06/10/2016 | NO A/C AT FLEET MAINTENANCE BUILDING | $182.73 |
| 51523 | 06/10/2016 | NO A/C IN DIGESTER #5 WQC | $128.05 |
| 51614 | 06/10/2016 | Preventative Maintenance & Filter Change-out - April 2016 | $3,448.50 |
| 51615 | 06/10/2016 | Preventative Maintenance & Filter Change-out - May 2016 | $5,009.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $3,196.00 |
| 205 - Sports Facilities | 205.11000 (Cash) | $150.00 |
| 301 - Capital Improvements | 301.11000 (Cash) | $2,749.00 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $3,338.55 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | $135.00 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $182.73 |
| 501 - Information Technology | 501.11000 (Cash) | $504.00 |
| 505 - Fleet | 505.11000 (Cash) | $1,262.00 |

107463 06/16/2016 Open Accounts Payable CHARTER COMMUNICATIONS $65.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 0703380 - 6/6/16 | 06/10/2016 | 8203 13 001 0703380 / IT Internet | $65.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 501 - Information Technology | 501.11000 (Cash) | $65.00 |

# Payment Register

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| | | | | | |
|---|---|---|---|---|---|
| 107464 | 06/16/2016 | Open | Accounts Payable | CHILDREN'S CRISIS CENTER | $2,628.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Draw 1, 11-5-15 | 06/07/2016 | CHILDREN'S CRISIS CENTER PUBLIC SERVICE GRANT FY 2015-2016 | $2,628.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 255 - CDBG | | 255.11000 (Cash) | $2,628.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107465 | 06/16/2016 | Open | Accounts Payable | COMBINED BENEFITS ADMINISTRATORS | $415,120.39 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| RX 5/15/16 | 06/15/2016 | Caremark Claims Period Ending 5/15/16 | $51,963.33 |
| CK Run 6/7/16 | 06/15/2016 | Check Run 6/7/16 | $139,836.86 |
| Ck Run 6/14/2016 | 06/15/2016 | Check Run 6/14/2016 | $223,320.20 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 511 - Health Care | | 511.11000 (Cash) | $415,120.39 |

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|---|---|---|---|---|---|
| 107466 | 06/16/2016 | Open | Accounts Payable | CRESCENT SURPLUS INC | $11.97 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 044063 | 06/06/2016 | PATCHES SHIRT & HAT/BADGE TAB | $11.97 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $11.97 |

| | | | | | |
|---|---|---|---|---|---|
| 107467 | 06/16/2016 | Open | Accounts Payable | DELTA WIRELESS & NETWORK | $762.62 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 69610 | 06/06/2016 | PARTS SALE W/ LABOR TO CHANGE FOOTSWITCH WITH PTT BUTTONS | $762.62 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $762.62 |

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|---|---|---|---|---|---|
| 107468 | 06/16/2016 | Open | Accounts Payable | DON'S MOBILE GLASS INC | $499.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| WTUR165928 | 06/07/2016 | WINDOW IN PUBLIC SAFETY TRAINING ROOM | $499.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 240 - Small Equipment Replacement | | 240.11000 (Cash) | $499.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107469 | 06/16/2016 | Open | Accounts Payable | EAH INC | $19,159.80 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| EAH Draw #4 | 06/13/2016 | Draw on Avena Bella DDA #4 Pre-Development Costs | $19,159.80 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 625 - Successor Agency - LMI | | 625.11000 (Cash) | $19,159.80 |

| | | | | | |
|---|---|---|---|---|---|
| 107470 | 06/16/2016 | Open | Accounts Payable | ECONOMIC & PLANNING INC | $1,342.50 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 122087-13 | 06/06/2016 | 13-59 CFD#3 | $1,342.50 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $1,342.50 |

107471 06/16/2016 Open Accounts Payable ENGINEERED FIRE SYST INC $1,150.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 11504 | 06/06/2016 | PLAN REVIEW TIME FOR MAY 2016 | $1,150.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $1,150.00 |

107472 06/16/2016 Open Accounts Payable ENTERPRISE HOLDINGS LLC $1,948.19

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9682390 | 06/06/2016 | MONTHLY UC VEHICLES MAY 2016 | $1,948.19 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $1,948.19 |

107473 06/16/2016 Open Accounts Payable EQUIFAX $10.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9756193, 5/31/16 | 06/07/2016 | CREDIT CHECK SERVICES | $10.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 255 - CDBG | 255.11000 (Cash) | $10.00 |

107474 06/16/2016 Open Accounts Payable GCR TIRES & SERVICE $481.02

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 858-23218 | 06/03/2016 | PK03-4219 TIRES | $481.02 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $481.02 |

107475 06/16/2016 Open Accounts Payable GENFARE $3,400.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 90104849 | 06/06/2016 | 15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES | $3,400.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $3,400.00 |

107476 06/16/2016 Open Accounts Payable GOMES & SONS INC, JOE M $16,686.48

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5/16/16-5/31/16 | 06/10/2016 | CUST #24090 - Fuel Expense for 5/16/16 - 5/31/16 | $15,438.29 |
| 186000 | 06/10/2016 | Fuel for Fire #3 | $1,248.19 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $9,260.68 |
| 205 - Sports Facilities | 205.11000 (Cash) | $249.90 |
| 217 - Streets - Gas Tax | 217.11000 (Cash) | $1,158.67 |
| 246 - Landscape Assessment | 246.11000 (Cash) | $1,438.19 |
| 255 - CDBG | 255.11000 (Cash) | $60.38 |
| 405 - Building | 405.11000 (Cash) | $123.26 |

| | | |
|---|---|---|
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $1,168.82 |
| 420 - WATER | 420.11000 (Cash) | $1,053.98 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | $2,049.94 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $79.56 |
| 502 - Engineering | 502.11000 (Cash) | $43.10 |

107477 06/16/2016 Open — Accounts Payable — GONSALVES, JACK — $1,350.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 233216 | 06/07/2016 | MAGICIAN JACK FOR AFTERSCHOOL PROGRAMS | $1,350.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $630.00 |
| 270 - Recreation Grants | 270.11000 (Cash) | $720.00 |

107478 06/16/2016 Open — Accounts Payable — HAWORTH INC — $582.14

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 3000699628 | 06/06/2016 | CABLE COLUMN SUPPORTS FOR UNDER CONF TABLE | $582.14 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 266 - Police Services Grants | 266.11000 (Cash) | $582.14 |

107479 06/16/2016 Open — Accounts Payable — HILMAR LUMBER INC — $321.84

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 126532 | 06/03/2016 | POLYMER PROJECT FOR WQC | $321.84 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $321.84 |

107480 06/16/2016 Open — Accounts Payable — HOLT OF CALIFORNIA INC — $3,348.01

| Invoice | Date | Description | Amount |
|---|---|---|---|
| K4522201 | 06/07/2016 | JACKHAMMER | $1,103.61 |
| K4523501 | 06/07/2016 | ROLLER COMPACTOR FOR STREETS | $425.12 |
| 0232707 | 06/06/2016 | REPAIRS TO FIRE ENGINES | $1,819.28 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $1,819.28 |
| 217 - Streets - Gas Tax | 217.11000 (Cash) | $1,528.73 |

107481 06/16/2016 Open — Accounts Payable — HORIZON WATER & ENVIR LLC — $2,956.25

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1637 | 05/20/2016 | SRWA - Project EIR | $2,956.25 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 950 - SRWA | 950.11000 (Cash) | $2,956.25 |

107482 06/16/2016 Open — Accounts Payable — HUB INT'L OF CA INS SVC — $100.18

| Invoice | Date | Description | Amount |
|---|---|---|---|
| MAY 2016 | 06/07/2016 | LIABILITY INSURANCE FOR FACILITIES | $100.18 |

| Paying Fund | Cash Account | Amount |
|---|---|---|

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| | | | |
|---|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | | $100.18 |

107483 06/16/2016 Open — Accounts Payable — HUNTINGTON COURT REPORTER — $1,348.38

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 28220 | 06/06/2016 | DICTATION SERVICES 5.16.16-5.31.16 | $1,348.38 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $1,348.38 |

107484 06/16/2016 Open — Accounts Payable — KEY SEAL PRODUCTS INC — $203.25

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 81858 | 06/07/2016 | ASPHALT FOR STREETS | $203.25 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $203.25 |

107485 06/16/2016 Open — Accounts Payable — LANGUAGE LINE SERVICES — $10.75

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 3832480 | 06/10/2016 | Acct #9020101104 - Translation services for Police Department | $10.75 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $10.75 |

107486 06/16/2016 Open — Accounts Payable — LEHIGH HANSON INC — $369.13

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1682955 | 06/07/2016 | ASPHALT FOR STREETS & TRENCH PAVERS | $144.43 |
| 1683399 | 06/07/2016 | ASPHALT FOR STREETS | $114.51 |
| 1681500 | 06/07/2016 | ASPHALT FOR STREETS & TRENCH PAVERS | $110.19 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $350.89 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $18.24 |

107487 06/16/2016 Open — Accounts Payable — LINCOLN EQUIPMENT INC — $653.10

| Invoice | Date | Description | Amount |
|---|---|---|---|
| S1291663 | 06/07/2016 | SIGNS FOR POOLS | $319.51 |
| S1291560 | 06/07/2016 | POOL SUPPLIES | $333.59 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $653.10 |

107488 06/16/2016 Open — Accounts Payable — MO-CAL OFFICE SOLUTIONS INC — $3,012.88

| Invoice | Date | Description | Amount |
|---|---|---|---|
| AR240031 | 06/06/2016 | NEW COPIER ECOSYS SOLUTION M2035DNP3 FOR POLICE | $1,020.29 |
| AR239089 | 06/10/2016 | FINANCE A/R (SPLIT 3) - For 4/1/16-4/30/16 (Kyocera/Taskalfa 350 | $119.40 |
| AR240604 | 06/10/2016 | RECREATION - Annual Fee 5/27/16-5/26/17 (Kyocera/Ecosys M2535DN) | $190.73 |
| AR240906 | 06/10/2016 | PD ADMIN - For 5/01/16-5/31/16 (Kyocera/Taskalfa 3500I) | $56.65 |

# Payment Register

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| | | | | |
|---|---|---|---|---|
| AR240907 | 06/10/2016 | RECREATION - For 5/01/16-5/31/16 (Kyocera/Taskalfa 4500I) | $182.98 | |
| AR240908 | 06/10/2016 | PLANNING - For 5/01/16-5/31/16 (Kyocera/Taskalfa 4500I) | $96.79 | |
| AR240909 | 06/10/2016 | FINANCE A/P - For 3/01/16-5/31/16 (Kyocera/KM-3050) | $316.12 | |
| AR241359 | 06/10/2016 | PD RECORDS - For 5/01/16-5/31/16 (Kyocera/KM-4050) | $408.26 | |
| AR241374 | 06/10/2016 | PD ADMIN - For 3/01/16-5/31/16 (Kyocera/KM-4050) | $87.26 | |
| AR241377 | 06/10/2016 | MS ADMIN - For 3/01/16-5/31/16 (Kyocera/KM-4050) | $178.54 | |
| AR241469 | 06/10/2016 | HR - For 5/01/16-5/31/16 (Kyocera/Taskalfa 3500I) | $115.39 | |
| AR241368 | 06/10/2016 | HOUSING - For 3/01/16-5/31/16 (Kyocera/KM-3050) | $240.47 | |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $2,303.52 |
| 255 - CDBG | 255.11000 (Cash) | $240.47 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $323.71 |
| 420 - WATER | 420.11000 (Cash) | $145.18 |

107489 06/16/2016 Open Accounts Payable MODESTO BEE $249.48

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 3.28.16-5.1.16 | 06/06/2016 | MARCH AD | $249.48 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $249.48 |

107490 06/16/2016 Open Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL $558.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 177082 | 06/06/2016 | V0933 VACC/GRANT SPAY | $64.00 |
| 177092 | 06/06/2016 | V0932 SURG/VACC | $64.00 |
| 177652 | 06/06/2016 | V0947 GRANT SPAY | $60.00 |
| 178301 | 06/06/2016 | V0951 VACC/GRANT SPAY | $64.00 |
| 178793 | 06/06/2016 | #4-84 SURG/VACC | $64.00 |
| 178903 | 06/06/2016 | #4-91 SURG/VACC | $64.00 |
| 178930 | 06/06/2016 | #5-39 SURGERY | $50.00 |
| 180323 | 06/06/2016 | V0907 VACC/GRANT SPAY | $64.00 |
| 181277 | 06/06/2016 | V0946 VACC/GRANT SPAY | $64.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 203 - Animal Fee Forfeiture | 203.11000 (Cash) | $198.00 |
| 266 - Police Services Grants | 266.11000 (Cash) | $360.00 |

107491 06/16/2016 Open Accounts Payable MOTION INDUSTRIES INC - CA82 $430.03

| Invoice | Date | Description | Amount |
|---|---|---|---|
| CA82-903689 | 06/03/2016 | TAKE UP BRGS FOR ELECT | $430.03 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $430.03 |

107492 06/16/2016 Open Accounts Payable MUNICIPAL EMERGENCY $2,368.35

# Payment Register

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SERVICES, INC.

| Invoice | Date | Description | Amount |
|---|---|---|---|
| IN1036805 | 06/06/2016 | WILDLAND PPE/ NEW FIREFIGHTERS (MINUS HELMETS) | $2,368.35 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $2,368.35 |

107493 06/16/2016 Open Accounts Payable NELSON\ NYGAARD CONSULTING ASSOCIATES INC $13,486.95

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 67232 | 06/06/2016 | 14-75 SHORT RANGE TRANSIT PLAN 2015-2020 | $13,486.95 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $13,486.95 |

107494 06/16/2016 Open Accounts Payable NORMAC INC $362.49

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 714779 | 06/07/2016 | IRRIGATION PARTS FOR ASSESSMENTS | $362.49 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 246 - Landscape Assessment | 246.11000 (Cash) | $362.49 |

107495 06/16/2016 Open Accounts Payable P G & E $17.22

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 791WInt -6/09/16 | 06/10/2016 | 6182877164-4 / 791 S Walnut Rd | $9.11 |
| 701WIntE -6/9/16 | 06/10/2016 | 6141210500-1 / 701 S Walnut Rd E | $8.11 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $9.11 |
| 217 - Streets - Gas Tax | 217.11000 (Cash) | $8.11 |

107496 06/16/2016 Open Accounts Payable PACIFIC STORAGE COMPANY $398.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2068897 | 06/10/2016 | CITY HALL - SHREDDING SERVICES FOR MAY 2016 | $56.00 |
| 2068899 | 06/10/2016 | PD RECORDS - SHREDDING SERVICES FOR MAY 2016 | $33.00 |
| 2068900 | 06/10/2016 | PD MAIL ROOM - SHREDDING SERVICES FOR MAY 2016 | $40.00 |
| 2068901 | 06/10/2016 | PD OPERATIONS - SHREDDING SERVICES FOR MAY 2016 | $81.00 |
| 2068902 | 06/10/2016 | PD DISPATCH - SHREDDING SERVICES FOR MAY 2016 | $33.00 |
| 2068903 | 06/10/2016 | PD DETECTIVES - SHREDDING SERVICES FOR MAY 2016 | $60.00 |
| 2068904 | 06/10/2016 | FIRE/NP - SHREDDING SERVICES FOR MAY 2016 | $33.00 |
| 2068905 | 06/10/2016 | MUNI SERV & WATER - SHREDDING SERVICES FOR MAY 2016 | $11.00 |
| 2068898 | 06/10/2016 | MUNI ADMIN - SHREDDING SERVICES FOR MAY 2016 | $20.00 |
| 2068906 | 06/10/2016 | RECREATION - SHREDDING SERVICES FOR MAY 2016 | $11.00 |

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| | | | | |
|---|---|---|---|---|
| 2068907 | 06/10/2016 | HR - SHREDDING SERVICES FOR MAY 2016 | | $20.00 |
| Paying Fund | | Cash Account | | Amount |
| 110 - General Fund | | 110.11000 (Cash) | | $367.00 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | $31.00 |

107497 06/16/2016 Open Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS $14,286.61

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2150 | 06/06/2016 | SR 01, 13-65 INTERSECTION IMPROVEMENTS AT OLIVE & WAYSIDE | $8,819.75 |
| 2149 | 06/06/2016 | 14-44 INTERS IMPROV AT W MAIN & S TEGNER | $5,466.86 |
| Paying Fund | | Cash Account | Amount |
| 215 - Streets - Grant Funded Projects | | 215.11000 (Cash) | $14,286.61 |

107498 06/16/2016 Open Accounts Payable PRECISION CONCRETE CUTTING $10,506.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 47583 | 06/07/2016 | SIDEWALK TRIP HAZARD REMOVAL SERVICES | $10,506.00 |
| Paying Fund | | Cash Account | Amount |
| 301 - Capital Improvements | | 301.11000 (Cash) | $10,506.00 |

107499 06/16/2016 Open Accounts Payable PRIME SHINE INC $94.50

| Invoice | Date | Description | Amount |
|---|---|---|---|
| SI-00388 | 06/10/2016 | CAR WASHES FOR 2 ENG/ 25 PD - MAY 2016 | $94.50 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $87.50 |
| 502 - Engineering | | 502.11000 (Cash) | $7.00 |

107500 06/16/2016 Open Accounts Payable QUEST DIAGNOSTICS $131.97

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9165541895 | 06/06/2016 | POTTER | $131.97 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $131.97 |

107501 06/16/2016 Open Accounts Payable R & S ERECTION INC $1,458.71

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 51566 | 06/06/2016 | REPAIR BROKEN SPRING IN DOOR OF FS #1 | $1,458.71 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $1,458.71 |

107502 06/16/2016 Open Accounts Payable REED INC, GEORGE $50,740.45

| Invoice | Date | Description | Amount |
|---|---|---|---|
| PP1 | 06/06/2016 | 15-75 SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS | $50,740.45 |
| Paying Fund | | Cash Account | Amount |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $50,740.45 |

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| | | | | | |
|---|---|---|---|---|---|
| 107503 | 06/16/2016 | Open | Accounts Payable | Responder Public Safety Equipment | $6,984.60 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1502040 | 06/06/2016 | WARNING LIGHTS FOR FIRE COMMAND VEHICLES | $6,984.60 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 506 - Vehicle/Equipment Replacement | | 506.11000 (Cash) | $6,984.60 |

| | | | | | |
|---|---|---|---|---|---|
| 107504 | 06/16/2016 | Open | Accounts Payable | ROBIC REFRIGERATION INC | $274.94 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 51784R-IN | 06/06/2016 | REPAIR ICE MACHINE @ FS #3 | $274.94 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $274.94 |

| | | | | | |
|---|---|---|---|---|---|
| 107505 | 06/16/2016 | Open | Accounts Payable | ROGERS, DANIEL, W | $700.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 13684, 6/5/16 | 06/07/2016 | Appraisal for 1143 Park Street, Turlock, CA | $700.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 256 - Stanislaus Housing Consortium | | 256.11000 (Cash) | $700.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107506 | 06/16/2016 | Open | Accounts Payable | ROMEO MEDICAL CLINIC | $172.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 7698 | 06/06/2016 | BECCHETTI PHYSICAL EXAM | $86.00 |
| 8565 | 06/06/2016 | CARLSON PHYSICAL EXAM | $86.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $172.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107507 | 06/16/2016 | Open | Accounts Payable | SHARPENING SHOP | $198.77 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 214952 | 06/06/2016 | GALLON OF CLEANER/CYLINDER | $128.27 |
| 214953 | 06/06/2016 | GASKET/REFLECTOR FOIL FILLER CAP/REPAIR KIT/HAZARDOUS WASTE/GAS | $70.50 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $198.77 |

| | | | | | |
|---|---|---|---|---|---|
| 107508 | 06/16/2016 | Open | Accounts Payable | SHORE CHEMICAL COMPANY | $199.69 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 45718 | 06/03/2016 | SODIUM HYPOCHLORITE 12% | $138.07 |
| 45722 | 06/03/2016 | SODIUM HYPOCHLORITE 12% | $61.62 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 420 - WATER | | 420.11000 (Cash) | $199.69 |

| | | | | | |
|---|---|---|---|---|---|
| 107509 | 06/16/2016 | Open | Accounts Payable | SIEMENS INDUSTRY INC | $8,292.64 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5600884690 | 06/03/2016 | MAG5000 7ME6910 TRANSMITTER | $8,292.64 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $8,292.64 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | | | |
|---|---|---|---|---|---|
| 107510 | 06/16/2016 | Open | Accounts Payable | SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC | $104,994.24 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| PP1 | 06/06/2016 | 15-43 MONTANA NEIGHBORHOOD PARK | $104,994.24 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 269 - Parks & Public Facilities Grants | | 269.11000 (Cash) | $104,994.24 |

| | | | | | |
|---|---|---|---|---|---|
| 107511 | 06/16/2016 | Open | Accounts Payable | SPRINT | $1,509.06 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 637094318-174 | 06/10/2016 | Sprint 5/08/16 - 6/07/16 | $1,509.06 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $377.23 |
| 205 - Sports Facilities | | 205.11000 (Cash) | $46.94 |
| 217 - Streets - Gas Tax | | 217.11000 (Cash) | $141.36 |
| 246 - Landscape Assessment | | 246.11000 (Cash) | $47.20 |
| 270 - Recreation Grants | | 270.11000 (Cash) | $18.83 |
| 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | $432.09 |
| 420 - WATER | | 420.11000 (Cash) | $413.44 |
| 505 - Fleet | | 505.11000 (Cash) | $31.97 |

| | | | | | |
|---|---|---|---|---|---|
| 107512 | 06/16/2016 | Open | Accounts Payable | STANTEC CONSULTING INC | $24,444.43 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1055539 | 06/07/2016 | TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVERY | $21,805.43 |
| 1053421 | 06/07/2016 | TURLOCK MUNICIPAL AIRPORT ALP - UPDATE | $2,639.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 401 - Airport | | 401.11000 (Cash) | $24,444.43 |

| | | | | | |
|---|---|---|---|---|---|
| 107513 | 06/16/2016 | Open | Accounts Payable | STATE OF CALIFORNIA | $657.00 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 167494 | 06/06/2016 | FINGERPRINTS MAY 2016 | $657.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $657.00 |

| | | | | | |
|---|---|---|---|---|---|
| 107514 | 06/16/2016 | Open | Accounts Payable | STOMMEL INC DBA LEHR AUTO ELECTRIC | $2,371.65 |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 01 124619 | 06/06/2016 | INSTALLATION OF VEHICLE GRAPHICS 513/514/523 | $422.35 |
| 01 123654 | 06/06/2016 | MOUNT BOTTOM FI REAR WINDOW/INSTALL REVERSE LIGHTS | $1,949.30 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $2,371.65 |

| | | | | | |
|---|---|---|---|---|---|
| 107515 | 06/16/2016 | Open | Accounts Payable | T I D | $4,560.78 |

| Invoice | Date | Description | Amount |
|---|---|---|---|

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| | | | |
|---|---|---|---|
| Stmt: 6/05/16 | 06/10/2016 | 000208-030839-0001 / East & Minaret | $173.16 |
| PO 194 - 6/16/16 | 06/10/2016 | Multiple COT Accounts paid on PO 194 | $4,387.62 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $3,310.98 |
| 216 - Streets - Local Transportation | 216.11000 (Cash) | $1,148.57 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $17.48 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $83.75 |

107516 06/16/2016 Open — Accounts Payable — TURLOCK CITY TOW INC — $562.75

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 89884 | 06/10/2016 | PD - Evidence Tow | $345.75 |
| 88949 | 06/10/2016 | PD - Evidence Tow | $32.00 |
| 88948 | 06/10/2016 | PD - Evidence Tow | $32.00 |
| 89406 | 06/10/2016 | PD - Towing services for POL15-1137 | $32.00 |
| 88826 | 06/10/2016 | PD - Towing services for POL11-1116 | $32.00 |
| 88785 | 06/10/2016 | PD - Towing services for POL11-1107 | $32.00 |
| 89032 | 06/10/2016 | TRANSIT - Services for DAR09-1035 | $57.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $505.75 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | $57.00 |

107517 06/16/2016 Open — Accounts Payable — TURLOCK SCAVENGER CO INC — $216,723.87

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001774 | 06/10/2016 | TAKE PRIDE IN TURLOCK EVENT | $16,723.87 |
| JUN 2016-PYMT 1 | 06/10/2016 | JUNE 2016 PAYMENT #1 | $200,000.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $200,000.00 |
| 204 - AB 939 Integrated Waste Mgmt | 204.11000 (Cash) | $16,723.87 |

107518 06/16/2016 Open — Accounts Payable — TURLOCK UMPIRE GROUP — $5,512.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001785 | 06/13/2016 | May 2016 Invoice | $5,512.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $5,512.00 |

107519 06/16/2016 Open — Accounts Payable — TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE — $70.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001789 | 06/14/2016 | CONTINENTAL BREAKFAST | $70.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $70.00 |

107520 06/16/2016 Open — Accounts Payable — US BANK — $2,430.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 4302020 | 05/25/2016 | Third Party Trustee Fees - 2008 Water Revenue | $2,430.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Paying Fund | Bonds Cash Account | Amount |
|---|---|---|
| 420 - WATER | 420.11000 (Cash) | $2,430.00 |

107521 06/16/2016 Open Accounts Payable VAN DE POL ENTERPRISE INC $662.58

| Invoice | Date | Description | Amount |
|---|---|---|---|
| CL67818 | 06/06/2016 | FUEL FOR FIRE ENGINES | $662.58 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $662.58 |

107522 06/16/2016 Open Accounts Payable VERIZON WIRELESS $764.97

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 9766488942 | 06/10/2016 | ENGINEERING 5/04/16 - 6/03/16 | $589.79 |
| 9766488943 | 06/10/2016 | BUILDING 5/04/16 - 6/03/16 | $90.10 |
| 9766488945 | 06/10/2016 | HOUSING 5/04/16 - 6/03/16 | $52.51 |
| 9766488944 | 06/10/2016 | RECREATION 5/04/16 - 6/03/16 | $32.57 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $32.57 |
| 255 - CDBG | 255.11000 (Cash) | $52.51 |
| 405 - Building | 405.11000 (Cash) | $90.10 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | $37.78 |
| 502 - Engineering | 502.11000 (Cash) | $552.01 |

107523 06/16/2016 Open Accounts Payable VETERINARY MED CTR INC $130.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 218035 | 06/06/2016 | V0931 VACC/GRANT SPAY | $65.00 |
| 218238 | 06/06/2016 | V0948 VACC/GRANT SPAY | $65.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 203 - Animal Fee Forfeiture | 203.11000 (Cash) | $10.00 |
| 266 - Police Services Grants | 266.11000 (Cash) | $120.00 |

107524 06/16/2016 Open Accounts Payable VIGILANT CANINE SERVICES INTERNATIONAL LLC $500.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2487 | 06/06/2016 | MAY 2016 K9 MAINTENANCE | $500.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 116 - Special Public Safety | 116.11000 (Cash) | $500.00 |

107525 06/16/2016 Open Accounts Payable WGR SOUTHWEST, INC $1,235.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 17857 | 06/03/2016 | IDDE COLLABORATIVE TRAINING PACKAGE, STRUCTURAL BMP MAINTENANCE | $1,235.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | $1,235.00 |

107526 06/16/2016 Open Accounts Payable WILLIAM D WHITE CO INC $500.00

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 453640TURL | 06/07/2016 | MISC. GATE PARTS FOR PSF | $500.00 |
| Paying Fund | | Cash Account | Amount |
| 240 - Small Equipment Replacement | | 240.11000 (Cash) | $500.00 |

107527 06/16/2016 Open Accounts Payable Bertram, Brandon $236.44

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR3952-Reimburse | 06/09/2016 | TR3952 Extradition - Rental car reimburse to B. Bertram | $236.44 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $236.44 |

107528 06/16/2016 Open Accounts Payable DAVID , TRISTA $10.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001777 | 06/10/2016 | A/C REFUND | $10.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $10.00 |

107529 06/16/2016 Open Accounts Payable EDGES ELECTRICAL GROUP $575.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Occ. Cert Refund | 06/09/2016 | OCC ISSUED IN ERROR. ACTIVE BP'S TOOK CARE OF OCCUPANCY | $575.00 |
| Paying Fund | | Cash Account | Amount |
| 405 - Building | | 405.11000 (Cash) | $575.00 |

107530 06/16/2016 Open Accounts Payable FERREIRA, DUSTIN $78.30

| Invoice | Date | Description | Amount |
|---|---|---|---|
| Reimbursement | 06/07/2016 | TR - N/A MEAL REIMBURSEMENT SFST & ARIDE 4/25-4/29 | $78.30 |
| Paying Fund | | Cash Account | Amount |
| 266 - Police Services Grants | | 266.11000 (Cash) | $78.30 |

107531 06/16/2016 Open Accounts Payable GARCIA, AARON $1,485.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| EP 16-067E | 06/14/2016 | IMP SECURITY FOR ENCROACHMENT PERMIT 16-067E | $1,485.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $1,485.00 |

107532 06/16/2016 Open Accounts Payable NATIONAL CRIME INVESTIGATION & TRAINING $526.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TUITION-WATSON | 06/09/2016 | TUITION-JASON WATSON-NCIT -MANTECA | $526.00 |
| Paying Fund | | Cash Account | Amount |
| 110 - General Fund | | 110.11000 (Cash) | $526.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

107533 06/16/2016 Open Accounts Payable NATIONAL CRIME INVESTIGATION & TRAINING $526.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TUITION-INDERBIT | 06/09/2016 | TUITION-PAUL INDERBITZEN-NCIT-MANTECA | $526.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $526.00 |

107534 06/16/2016 Open Accounts Payable NATIONAL CRIME INVESTIGATION & TRAINING $526.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TUITION-LEWIS | 06/09/2016 | TUITION-CLIFFORD LEWIS-NCIT-MANTECA | $526.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $526.00 |

107535 06/16/2016 Open Accounts Payable REYNOSA, MIGUEL $1,117.50

| Invoice | Date | Description | Amount |
|---|---|---|---|
| BP Permit-Refund | 06/09/2016 | REFUND OF 3 PERMITS ISSUED IN ERROR (BP#16-0224,0226,0227) | $1,117.50 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 405 - Building | | 405.11000 (Cash) | $1,117.50 |

107536 06/16/2016 Open Accounts Payable RICE, ERIC $18.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001778 | 06/10/2016 | A/C REFUND | $18.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 203 - Animal Fee Forfeiture | | 203.11000 (Cash) | $18.00 |

107537 06/16/2016 Open Accounts Payable ROSAS, JOSE $18.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001775 | 06/10/2016 | A/C REFUND | $18.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 203 - Animal Fee Forfeiture | | 203.11000 (Cash) | $18.00 |

107538 06/16/2016 Open Accounts Payable Silva, Tony $71.63

| Invoice | Date | Description | Amount |
|---|---|---|---|
| TR3952-Reimburse | 06/09/2016 | TR3952-Extradition - (3) Meal Reimburse to T. Silva | $71.63 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $71.63 |

107539 06/16/2016 Open Accounts Payable THOMAS, CHAD $80.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001781 | 06/07/2016 | REIMBURSEMENT FOR PESTICIDE HOURS | $80.00 |
| **Paying Fund** | | **Cash Account** | **Amount** |
| 110 - General Fund | | 110.11000 (Cash) | $80.00 |

# Payment Register

**From Payment Date: 6/10/2016 - To Payment Date: 6/16/2016**

107540 06/16/2016 Open Accounts Payable TURLOCK PLAZA LCC $355.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| BP 16-366 Refund | 06/09/2016 | REFUND FOR PERMIT ISSUED IN ERROR. WORK COMPLETED ON BP#15-1273 | $355.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 405 - Building | 405.11000 (Cash) | $355.00 |

107541 06/16/2016 Open Accounts Payable URRUTIA, JOE $10.00

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 2016-00001776 | 06/10/2016 | A/C REFUND | $10.00 |

| Paying Fund | Cash Account | Amount |
|---|---|---|
| 110 - General Fund | 110.11000 (Cash) | $10.00 |

Type Check Totals: 277 Transactions $1,004,722.88

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 277 | $1,004,722.88 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 277 | $1,004,722.88 | $0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 277 | $1,004,722.88 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 277 | $1,004,722.88 | $0.00 |

**Grand Totals:**

| **Checks** | **Status** | **Count** | **Transaction Amount** | **Reconciled Amount** |
|---|---|---|---|---|
| | **Open** | **277** | **$1,004,722.88** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **277** | **$1,004,722.88** | **$0.00** |

| **All** | **Status** | **Count** | **Transaction Amount** | **Reconciled Amount** |
|---|---|---|---|---|
| | **Open** | **277** | **$1,004,722.88** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **277** | **$1,004,722.88** | **$0.00** |

5B1

**JUNE 28, 2016**
***5:00 p.m.***
***City of Turlock Yosemite Room***
***156 S. Broadway, Turlock, California***

DRAFT

**MINUTES**
***Special Meeting***
***Turlock City Council***
***(Held concurrently with a Special Meeting of the Planning Commission)***

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1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at 5:01 p.m.
   PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Amy Bublak (via teleconference), Matthew Jacob, and Mayor Gary Soiseth
   ABSENT: None

   **PLANNING COMMISSION** - Commission Chair Pedroza called the Planning Commission meeting to order at 5:01 p.m.
   PRESENT: Commission Members Jeanine Bean, Nick Hackler (arrived at 5:09 p.m.) Elvis Dias, Eric Gonsalves, Geoff Powers, and Commission Chair Victor Pedroza
   ABSENT: Commission Member Soraya Fregosi

Mayor Soiseth noted participation by Councilmember Bublak via teleconference.

2. **WELCOME AND INTRODUCTIONS**

   Planning Commission Members made self-introductions.

3. **PUBLIC PARTICIPATION:** None

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

   Mayor Soiseth requested declaration of conflicts of interest and disqualifications. None were declared.

   **DOWNTOWN PARKING PLAN WORKSHOP**

   Senior Planner Katie Quintero thanked the Council and Commissioners for holding the joint meeting, stated the workshop is for informational purposes to obtain feedback and recommendations from the Council regarding the draft Downtown Parking Plan, and noted this item would be brought back to Council at a future date for adoption. Ms. Quintero also introduced consultant Nayan Amin of TJKM, who provided an overview of the Downtown Parking Plan and presented information related to parking data collection, community outreach/survey, and preliminary findings and recommendations.

   Commissioner discussion included inquiries regarding the number, occupancy, and duration of parking spaces in the downtown area, ADA parking availability and requirements, options for underground parking, and utilization of transit services to the downtown.

   Council and Commissioners requested an update on parking enforcement in the downtown area including costs associated with an extended parking ticket/citation and hours when enforcements occurs. Police Chief Jackson provided information about past and current enforcement strategies.

Closing discussion included comments by Mayor Soiseth and Commission Chair Pedroza to add additional and more visible signage to highlight parking areas.

**5. COMMISSIONER FORUM:**

A. Planning Commission Comments

Commisioner Gonsalves requested updates be made to parking signage before pursuing enforcement processes. Mayor Soiseth agreed and noted Council's preference is to educate before enforcement.

B. City Council Comments

Mayor Soiseth stated metered parking is not being approved as part of this meeting.

Commissioner and Council discussion included inquiries regarding timelines for implementing various parking options (short-term and long-term) and addressing parking needs and demands of the downtown businesses. Mayor Soiseth requested the City Manager identify timelines and noted renovations to the public parking lot (on Broadway) are scheduled for the near future.

**6. ADJOURNMENT:**

Commission Chair Pedroza adjourned the Planning Commission meeting at 5:45 p.m.

Mayor Soiseth adjourned the City Council meeting at 5:45 p.m.

RESPECTFULLY SUBMITTED

_____

Jennifer Land
Deputy City Clerk

**JUNE 28, 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 6:05 p.m.
PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Amy Bublak (via teleconference), Matthew Jacob, and Mayor Gary Soiseth.
ABSENT: None

**B. SALUTE TO THE FLAG**

Wesley and Colvin Hamel led the flag salute.

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

Mayor Soiseth handled Item 2B out of order.

B. Mayor Soiseth presented certificates of recognition to Million Acts of Kindness award recipients Colvin and Wesley Hamel for their kind and generous behavior exhibited through a local fundraiser.

A. Mayor Soiseth presented a proclamation to Parks, Recreation and Public Facilities Director Allison Van Guilder in recognition of Parks and Recreation Month, July 2016. Director Van Guilder thanked the Mayor and Council and spoke highly about Parks, Recreation and Public Facilities employees, quality programs and services offered, and valuable partnerships within the community. Ms. Van Guilder also noted various activities planned in July to highlight Parks and Recreation Month.

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

Mayor Soiseth noted participation by Councilmember Bublak via teleconference.

**B. STAFF UPDATES**

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

Municipal Services Director Michael Cooke provided information about the recycled water filing station, located at 901 South Walnut Road, available to limited commercial users and residential customers for landscape irrigation and the application/certification process for becoming an authorized user of recycled water.

**C. PUBLIC PARTICIPATION**

Milt Trieweiler praised the Council and Planning Commission for their efforts to support the future of Turlock.

DRAFT



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

**5. CONSENT CALENDAR:**
Brad Bates requested that Consent Calendar Items Q through W be removed for separate consideration.

**Action:** Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adopt the amended 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. 2016-134** Accepting Demands of 5/26/16 in the amount of $339,119.17; Demands of 6/2/16 in the amount of $1,049,818.91; Demands of 3/31/16 in the amount of $1,285,068.61

B. *Motion*: Accepting Minutes of Special Meeting of June 8, 2016; Special Meeting of June 9, 2016; Special Meeting of June 14, 2016; Regular Meeting of June 14, 2016; Special Meeting of June 15, 2016; and Special Meeting of June 16, 2016

C. 1. *Motion*: Approving a Retainer Agreement with DF Engineering, Inc., of Modesto, California for engineering and surveying services, for Fiscal Years 2016-20, under City Project No. 16-40, "Retainer Agreement for Engineering and Surveying Services," in an amount not to exceed $150,000

2. *Motion*: Approving a Retainer Agreement with GDR Engineering, Inc., of Ceres, California for engineering and surveying services, for Fiscal Years 2016-20, under City Project No. 16-40, "Retainer Agreement for Engineering and Surveying Services," in an amount not to exceed $150,000

3. *Motion*: Approving a Retainer Agreement with Hawkins and Associates Engineering, Inc., of Modesto, California for engineering and surveying services, for Fiscal Years 2016-20, under City Project No. 16-40, "Retainer Agreement for Engineering and Surveying Services," in an amount not to exceed $150,000

D. *Motion*: Approving a Retainer Agreement with Economic & Planning Systems, Inc., of Oakland, California for economic planning and development fee services, for Fiscal Years 2016-20, for City Project No. 16-42, "Retainer Agreement for Economic Planning and Development Fee Services," in an amount not to exceed $80,000

E. 1. *Motion*: Approving a Retainer Agreement with ECORP Consulting, Inc., of Rocklin, California for environmental study services, for Fiscal Years 2016-20, under City Project No. 16-43, "Retainer Agreement for Environmental Study Services," in an amount not to exceed $150,000

2. *Motion*: Approving a Retainer Agreement with Rincon Consultants, Inc., of Sacramento, California for environmental study services, for Fiscal Years 2016-20, under City Project No. 16-43, "Retainer Agreement for Environmental Study Services," in an amount not to exceed $150,000

F. 1. *Motion*: Approving a Retainer Agreement with Associated Right of Way Services, Inc., of Pleasant Hill, California for right-of-way and property appraisal services, for Fiscal Years 2016-19, under City Project No. 16-44, "Retainer Agreement for Right-of-Way and Property Appraisal Services," in an amount not to exceed $150,000

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2. *Motion*: Approving a Retainer Agreement with Bender Rosenthal, Inc., of Sacramento, California for right-of-way and property appraisal services, for Fiscal Years 2016-19, under City Project No. 16-44, "Retainer Agreement for Right-of-Way and Property Appraisal Services," in an amount not to exceed $150,000

G. 1. **Resolution No. 2016-135** Approving the Engineer's Report for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock

2. **Resolution No. 2016-136** Declaring the City Council's intention to levy and collect assessments for Fiscal Year 2016-17 for all Landscaping and Lighting Assessment Districts and all Street Maintenance Benefit Assessment Areas in the City of Turlock

H. **Resolution No. 2016-137** Appropriating $5,000 to 270-61-635-413.47365 "Fireworks Display" funded by the donation received from Golden State Farmers Market Association to be used for the 2016 Stars and Stripes 4th of July Celebration Fireworks Display

I. 1. **Resolution No. 2016-138** Determining the closure of North Soderquist Road, between Fulkerth Road and West Canal Drive, for the Stanislaus County Fair, 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 No. 2016-139** Authorizing the closure of North Soderquist Road, between Fulkerth Road and West Canal Drive, for pedestrian safety as part of the Stanislaus County Fair event beginning Friday, July 8, 2016, and ending on Sunday, July 17, 2016, with specific closure times as specified in a temporary traffic control plan approved by the City Engineer, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

J. **Resolution No. 2016-140** Accepting donations made to the Parks, Recreation and Public Facilities Department between January and May 2016; Donations received are used to fund of a variety of Parks, Recreation and Public Facilities Department programs, scholarships, and activities

K. *Motion*: Authorizing renewal of a three (3) year Memorandum of Understanding between the City of Turlock and Turlock Youth Soccer Association, for use of the Turlock Regional Sports Complex, to offer youth soccer programs and tournaments within the community

L. *Motion*: Approving a Professional Services Agreement between the City of Turlock and WGR Southwest, Inc. for Support Services with the compliance with years four (4) and five (5) of the Phase II MS4 NPDES Permit, as required by the State Water Resources Control Board, in an amount not to exceed $36,388.00 from Fund 410-51-532.47500 "NPDES Phase II MS4 Storm Compliance"

M. *Motion*: Approving a Professional Services Agreement between the City of Turlock and FKC Co., Ltd. to perform an onsite mechanical screw press dewatering pilot study in an amount not to exceed $7,000 from Non-General Fund 410-51-530-43316 "NPDES Permit Studies"

N. *Motion*: Authorizing Amendment No. 2 to the Agreement between the City of Turlock and Stommel Inc., DBA Lehr Auto Electric, clarifying that the compensation will not exceed three hundred thousand dollars ($300,000) annually under City Contract 14-032

O. **Resolution No. 2016-141** Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2016-17 Appropriation Limit for the City of Turlock

P. **Resolution No. 2016-142** Extending the City of Turlock's Military Leave Policy per Resolution No. 2015-138 for employees involuntarily called to active duty as a result of the nation's war on terrorism and amending review of the Policy to occur concurrently with the budget adoption cycle

Q. *Removed for separate consideration.*
R. *Removed for separate consideration.*
S. *Removed for separate consideration.*
T. *Removed for separate consideration.*
U. *Removed for separate consideration.*
V. *Removed for separate consideration.*
W. *Removed for separate consideration.*

Items 5Q – 5W

Q. *Motion*: Authorizing an agreement between the City of Turlock and SEITY, LLC (herein referred to as SEITY) to provide a Wellness Program for regular City of Turlock employees and their spouses/domestic partners, for the period of July 1, 2016 to July 1, 2017, in an amount not to exceed $67,000

R. *Motion*: Authorizing renewal of a three (3) year Agreement between the City of Turlock and Keenan & Associates to administer workers' compensation claims and provide risk management services related to Workers' Compensation Program

S. **Resolution No. 2016-143** Authorizing an Agreement between the City of Turlock and Safety National Casualty Company to maintain insurance coverage for Excess Workers' Compensation Insurance, for Fiscal Year 2016-17, with an annual premium of $94,649

T. **Resolution No. 2016-144** Authorizing an Agreement between the City of Turlock and Travelers Property Casualty Insurance Company to maintain property insurance coverage, for Fiscal Year 2016-17, with an annual premium of $182,850

U. *Motion*: Authorizing an Agreement between the City of Turlock and Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance, for Fiscal Year 2016-17, with an annual premium of $60,712

V. *Motion*: Authorizing renewal of the Alliant Crime Insurance Program, brokered by Alliant Insurance Services, Inc., insurer National Union Fire Insurance Company, Inc., for Fiscal Year 2016-17, with an annual premium of $2,412

W. 1. **Resolution No. 2016-145** Authorizing an Agreement between the City of Turlock and Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage, for Fiscal Year 2016-17, with an annual premium of $2,334,474
2. **Resolution No. 2016-146** Authorizing renewal of the Agreement between the City of Turlock and Delta Dental to provide administrative services for the City's self-funded dental program, for the period of July 1, 2016 to July 1, 2018, with no change in administrative charges
3. **Resolution No. 2016-147** Authorizing an Agreement between the City of Turlock and Unum Life Insurance Company for Long Term Disability Insurance and Life Insurance, for the period of July 1, 2016 to July 1, 2018, with an annual combined premium rate of $166,314

Brad Bates spoke regarding the agreements, asked for clarification regarding placement on the agenda, and noted concerns about various aspects such as vendor compensation percentages, third-party claims administrator, and lack of alternatives. Mr. Bates also noted the importance of transparency.

Winton-Ireland, Strom & Green Insurance Agent Mike Ireland addressed Mr. Bates concerns and provided information regarding timelines for evaluating insurance programs, processes for managing workers comp claims, competitive pricing made

available to the City, and the high level of expertise/service provided by the insurance companies.

Administrative Services Director Kellie Jacobs-Hunter stated insurance renewals were discussed at the budget workshop held on May 24, 2016. City Manager Gary Hampton also spoke about the budget workshop and noted meeting agendas were appropriately posted in accordance with state law and open to the community.

Mary Jackson spoke about her past experience as a Councilmember related to the insurance renewal process.

Winton-Ireland, Strom & Green Insurance Agent Lynn Bull spoke about their thoroughness with the marketing process, waiving brokerage fees, and complexities related to health care reform, claims, and retirees.

Mayor Soiseth closed public comment.

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adopt items 5Q through 5W previously removed from the consent calendar for separate consideration. Motion carried 5/0 by the following vote:

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

**6. FINAL READINGS:** None

**7. PUBLIC HEARINGS:** None

**8. SCHEDULED MATTERS:**

A. Municipal Services Director Michael Cooke presented the staff report on the request to approve a Memorandum of Understanding between the Turlock Irrigation District and the City of Turlock to allow the Turlock Irrigation District to use the City of Turlock's Dianne Drive storm drain basin and pumps for the storage of irrigation water during the 2016 irrigation season.

*Councilmember Jacob stepped down from the dais at 6:37 p.m.*

Councilmember DeHart inquired about provisions of hold harmless or release of responsibility for the City against any potential damage or litigation.

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

Mayor Soiseth noted appreciation for this type of partnership between the City of Turlock and the Turlock Irrigation District as it benefits the City and farmers.

*Councilmember Jacob returned to the dais at 6:41 p.m.*

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, Approving a Memorandum of Understanding between the Turlock Irrigation District and the City of Turlock to allow the Turlock Irrigation District to use the City of Turlock's Dianne Drive storm drain basin and pumps for the storage of irrigation water during the 2016 irrigation season. Motion carried 5/0 by the following vote:

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

B. Mayor Soiseth introduced the staff report on the request to direct staff to bring back for introduction and ultimate adoption Turlock Municipal Code Title, 2, Chapter 12, regarding Campaign Contributions and Disqualification initiated by Councilmember Nascimento in 2014 (Attachment 1) ***OR*** direct staff to bring back for introduction and ultimate adoption the proposed legislative policy [ordinance] for campaign reform that was set forth in the Notice of Intent to Circulate Initiative Petition submitted on June 8, 2016, by Brad Bates, Ron Hillberg, and Mary Jackson (Attachment 2) ***OR*** direct staff to bring back for introduction and ultimate adoption the proposed Turlock Campaign Reform Ordinance, submitted on June 22, 2016, (*Amendment submitted on June 23, 2016*) by Brad Bates, Ron Hillberg, and Mary Jackson working in conjunction with Councilmember Nascimento (Attachment $3_A$ - Original and Attachment $3_B$ - Amendment) ***OR*** establish Voluntary Campaign Contribution Regulations, additional requirements for Disclosures and Campaign Statement Filings, and adopting a Voluntary Code of Fair Campaign Practices (Attachment 4).

City Attorney Phaedra Norton spoke about the Special meetings held in each of the districts in June 2016 and presented information regarding the City of Turlock's campaign regulation history, the Political Reform Act disclosure requirements, campaign contributions and disqualification under the Political Reform Act, Constitutional protections that apply to contribution and expenditure limits, regulating contribution limits, regulating expenditure limits, and regulating independent expenditures. City Attorney Norton also provided an overview of the four proposals relative to contribution and expenditure limits and disclosure regulations.

Mayor Soiseth opened public comment.

Councilmember Nascimento spoke about option 1, the proposed ordinance introduced in 2014, noting the intent was to create assurances for the public related to campaign contributions and decision making processes of the legislative body. Councilmember Nascimento also noted he did not request this item be placed on the agenda; however, if Council decides to move forward with this option, he recommends amendments be made to reflect cost of living adjustments and aggregation of funds.

Turlock Firefighters Local 2434 President Paul Arai spoke in favor of the Council, acknowledged their support and efforts, and commended them for rising above challenges.

Mike Warda expressed concerns with the proposed ordinance from 2014 for reasons including it does not identify a compelling interest, address or solve problems, and places restrictions on the public's right to give money.

Mary Jackson spoke about the role of money in politics, contributions to Councilmembers made by Mark Hall, and the importance of establishing a level playing field.

Councilmember Nascimento noted when he raised this issue in 2014 it wasn't to accuse wrong-doings or impropriety, it was to address concerns of the public, provide assurances, and safeguard against accusations.

Mary Jackson stated there was no need to discuss option 2 as this item was withdrawn. Mayor Soiseth noted Council would still take a vote on this item.

Ron Hillberg spoke about the proposed ordinance to create a campaign contribution limit including maximum contributions for a City Council and Mayoral race, alignment with district elections, and consistency with state and federal laws. Mr. Hillberg also noted this proposal does not limit voting rights, will eliminate perceptions of influenced votes, and ensures all contributions are properly accounted for.

Milt Trieweiler read the dictionary definition of ethics and ethical, spoke about the Fair Political Practices Commission website, highlighted cities that have campaign finance ordinances, and stated he is in support of option 3.

Mike Warda stated option 3 is constitutional, yet it places more power in the hands of incumbents and limits opponents. Mr. Warda also acknowledged the benefits Mark Hall has made in the community, and noted the importance of finding a balance and not creating laws that create problems.

Larry Rumbeck spoke about his previous term as a Councilmember.

Councilmember Dehart spoke about the intent of his and Mayor Sosieth's proposal being a direct response to address concerns, issues of trust, and accountability to the voters. Councilmember DeHart also provided information regarding the voluntary language in the proposal noting it removes legal exposure for residents, candidates, and the City, preserves constitutional rights, is unambiguous for those who participate in the program, and actionable for new candidates.

Mayor Soiseth presented information regarding the proposed voluntary campaign contribution regulations including additional requirements for disclosure and campaign statement filings, adopting a voluntary code of fair campaign practices, limiting donations for City Council or Mayoral races, and establishing practices that are consistent with ethical standards and open government practices.

Jeff Woods inquired about voluntary regulations and the result of a candidate choosing not to participate.

Councilmember Nascimento requested clarification on the process for issuing pledge paperwork to candidates.

Mary Jackson spoke about a Planning Commission Member who had to recuse herself from voting on a matter.

City Attorney Norton clarified the differences between personal financial interest and campaign contributions and rules and responsibilities when acting as an appointed official versus acting as an elected official.

Brad Bates spoke in favor of the proposal submitted by himself, Ron Hillberg, and Mary Jackson and requested input from the Councilmembers on this proposal.

Ron Hillberg requested information about accepting and rejecting the voluntary code.

Mayor Sosieth closed public participation.

Council discussion included inquiries regarding personal and aggregate donations, clarifying differences between the various proposals, and suggestions for a hybrid approach, modifications to options 3 and 4, or forming an ad hoc committee to develop a proposal.

**Action:** Motion by Councilmember Nascimento, seconded by Mayor Soiseth, Directing staff to bring back for introduction and ultimate adoption the proposed Turlock Campaign Reform Ordinance, submitted on June 22, 2016, (*Amendment submitted on June 23, 2016*) by Brad Bates, Ron Hillberg, and Mary Jackson working in conjunction with Councilmember Nascimento (Attachment $3_A$ - Original and Attachment $3_B$ - Amendment). Motion failed 1/4 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Jacob, Directing staff to bring back for introduction and ultimate adoption Turlock Municipal Code Title, 2, Chapter 12, regarding Campaign Contributions and Disqualification initiated by Councilmember Nascimento in 2014 (Attachment 1). Motion failed 1/4 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Directing staff to bring back for introduction and ultimate adoption the proposed legislative policy [ordinance] for campaign reform that was set forth in the Notice of Intent to Circulate Initiative Petition submitted on June 8, 2016, by Brad Bates, Ron Hillberg, and Mary Jackson (Attachment 2). Motion failed 0/4/1 by the following vote:

| Councilmember DeHart | Councilmember Nascimento | Councilmember Bublak | Councilmember Jacob | Mayor Soiseth |
|---|---|---|---|---|
| No | No | Not Participating | No | No |

Councilmember Bublak's vote was recorded as Not Participating due to technical difficulties with the teleconference.

**Resolution No. 2016-148** Establishing Voluntary Campaign Contribution Regulations, additional requirements for Disclosures and Campaign Statement Filings, and adopting a Voluntary Code of Fair Campaign Practices (Attachment 4) was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 3/2 by the following vote:

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

*Mayor Soiseth recessed the meeting for a scheduled break at 8:43 p.m. and invited Councilmembers to sign the pledge.*

*Mayor Soiseth reconvened the meeting at 8:53 p.m.*

C. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to adopt the amended City of Turlock General Fund Budget covering Fiscal Year 2016-17; adopt the amended City of Turlock Non-General Fund Budget covering Fiscal Year 2016-17.

Director Jacobs-Hunter noted the only item not presented at the budget workshops pertains to the appropriation request by the Fire Department to purchase equipment funded by the administrative fee received for Strike Teams.

Mayor Soiseth noted budget workshops recently held that were open to the public.

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

**Action:** **Resolution No. 2016-149** Adopting the amended City of Turlock General Fund Budget covering Fiscal Year 2016-17 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-150** Adopting the amended City of Turlock Non-General Fund Budget covering Fiscal Year 2016-17 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

D. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to approve new job descriptions for the positions of Executive Administrative Assistant/City Manager's Office, City Clerk, and Human Resources Analyst, Senior, effective July 1, 2016; approve modifications to the job descriptions for the positions of Executive Administrative Assistant/Public Safety, Police Officer Trainee, and Police Officer I/II, effective July 1, 2016; approve an amendment to the salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, adopted by Resolution No. 2014-166, dated October 14, 2014, to update the schedule to include all new and previously approved confidential classifications and salaries; approve an amendment to the salary schedule of the existing Management Schedule of Benefit Plans and Policies, amended by Resolution No. 2016-058, dated March 22, 2016, to update the schedule to include all new and previously approved management classifications and salaries.

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

**Action:** **Resolution No. 2016-151** Approving a new job description for the position of Executive Administrative Assistant/City Manager's Office, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-152** Approving a new job description for the position of City Clerk, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-153** Approving a new job description for the position of Human Resources Analyst, Senior, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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**Resolution No 2016-154** Approving modifications to the job description for the position of Executive Administrative Assistant/Public Safety, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-155** Approving modifications to the job description for the position of Police Officer Trainee, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-156** Approving modifications to the job description for the position of Police Officer I/II, effective July 1, 2016 was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-157** Approving an amendment to the salary schedule of the existing Confidential Schedule of Benefit Plans and Policies, adopted by Resolution No. 2014-166, dated October 14, 2014, to update the schedule to include all new and previously approved confidential classifications and salaries was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

**Resolution No. 2016-158** Approving an amendment to the salary schedule of the existing Management Schedule of Benefit Plans and Policies, amended by Resolution No. 2016-058, dated March 22, 2016, to update the schedule to include all new and previously approved management classifications and salaries was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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E. Fire Chief Robert Talloni presented the staff report on the request to authorize the payment of outstanding invoices to Burton's Fire, Inc. for fire apparatus service and repairs rendered in excess of the annual contracted amount and performed outside of contract coverage dates, for the period of February 3, 2016 through June 28, 2016; approve the service agreement with Burton's Fire, Inc. for fire equipment maintenance, inspection, repair and pump testing services through the State of California Department of Corrections and Rehabilitation Contract No. 5600004135 for the Turlock Fire Department, for a period of thirty-six (36) months, in an amount not to exceed $120,000 annually, without compliance to the formal bid procedure, in accordance with Turlock Municipal Code §2-7-09(b)(5).

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

**Action:** **Resolution No. 2016-159** Authorizing the payment of outstanding invoices to Burton's Fire, Inc. for fire apparatus service and repairs rendered in excess of the annual contracted amount and performed outside of contract coverage dates, for the period of February 3, 2016 through June 28, 2016 was introduced by Councilmember DeHart, 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 |

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Approving the service agreement with Burton's Fire, Inc. for fire equipment maintenance, inspection, repair and pump testing services through the State of California Department of Corrections and Rehabilitation Contract No. 5600004135 for the Turlock Fire Department, for a period of thirty-six (36) months, in an amount not to exceed $120,000 annually, without compliance to the formal bid procedure, in accordance with Turlock Municipal Code §2-7-09(b)(5). 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:**

Councilmember Bublak requested an item be placed on the next agenda allocating a minimum $100,000 annually for road improvements. Mayor Soiseth supported this request.

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**11. COUNCIL COMMENTS:** None

**12. CLOSED SESSION:** None

**13. ADJOURNMENT:**

Motion by Councilmember Nascimento, seconded by Councilmember Jacob, to adjourn at 9:06 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk

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5C

# *City Council Synopsis*
***July 12, 2016***

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1, in the amount of $8,722.04 (Fund 306), for City Project No. 11-43, "North Tegner Road and Taylor Road Intersection Improvements," bringing the contract total to $191,077.15

## 2. DISCUSSION OF ISSUE:

Background:
On February 22, 2000, the City Council approved the closure of Tegner Road, Crowell Road and Colorado Avenue to vehicular traffic across the Turlock Irrigation District Lateral #3 and connection to Taylor Road. To date, the permanent closures at Crowell Road and Colorado Avenue have been completed while Tegner Road has been temporarily closed through the use of concrete barrier rail.

On September 13, 2013, the City Council reaffirmed the closure of Tegner Road at the intersection of Taylor Road. Following reaffirmation, funding was budgeted and design and bidding commenced for the permanent closure of Tegner Road at Taylor Road.

On September 8, 2015, Council approved an agreement with MHK Construction, Inc. of Denair, California, for construction of the project. The project scope was to construct cul-de-sac improvements with pedestrian and bicycle connection from N. Tegner Road to Taylor Road. The project consists of installing curb, gutter, sidewalk, landscape, irrigation, ornamental bollards, asphalt roadway, and storm drain pipe.

OK for Agenda
pm 7/7/16

Change Order History:

| | Amount | City Council Meeting |
|---|---|---|
| Original Contract | $182,355.11 | September 8, 2015 |
| Change Order No. 1 | $ 8,722.04 | July 12, 2016 |
| Adjusted Contract Total | $191,077.15 | |

Change order No. 1 includes:

1. Differing Site Conditions (Unstable Soil) $8,722.04:

The project work was suspended in November 2015 due to anticipated wet winter conditions. The project was scheduled to resume construction in April 2016. When the contractor resumed activities, the soil was too wet to start work. The contractor waited for weeks to get the soil to dry out enough to be workable. However, due to the unusually wet winter and the proximity of the crop irrigation water applied by the adjacent property owner, the subsurface soil was not drying out. In order to avoid a delay claim, the City directed the contractor to turn the soil daily until soils conditions were achieved, that allowed the soil to be compacted to the required density. The contractor spent seven days turning the soil allowing the sun and wind to remove moisture from the soil. At the end of the seventh day, the site conditions were ready to resume contract work.

This change order is for the extra work the contractor was directed to perform to obtain adequate soils conditions. This extra work was outside the initial scope of work.

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

## 3. BASIS FOR RECOMMENDATION:

A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B. The changes were needed to adapt the newly installed infrastructure to the existing field conditions.

**Policy Goal and Implementation Plan Initiative:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 306-40-445.51270 "Construction Project" and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $182,355.11 will be increased in the amount of $8,722.04, for an increase of 4.78%, bringing the total contract to $191,077.15.

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

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

The project is exempt from further Environmental analysis based on CEQA Section 15162 "Subsequent EIRs and Negative Declarations." An initial study was performed with the North Turlock Area Master Plan resulting in a mitigated negative declaration for the project. There have been no substantial changes proposed to the project, substantial changes have not occurred under which the project was undertaken, and there has been no new information of substantial importance not known at the time of the analysis; therefore no additional study is required. This project is consistent with initial study performed and thereby exempt from any subsequent review.

## 7. ALTERNATIVES:

A. Not approve Change Order No. 1. This option is not recommended by City staff because the extra work was required to correct the soil moisture problems preventing the project from moving forward.

# CONTRACT CHANGE ORDER

**Date issued:** 12-Jul-16 **Change Order No.:** 1
**Project Name:** North Tegner Road and Taylor Road Intersection Improvements

**MHK Construction Inc.**
**P.O. Box 928**
**Denair, California 95316**

**Project No.:** 11-43
**Contract For:** $182,355.11
**Contract Award Date:** September 8, 2015

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

| ITEM | | Unit: | Quantity: | Unit Price: | Total: |
|---|---|---|---|---|---|
| 1 | Additonal Soil Work | 1 | LS | $8,722.04 | $8,722.04 |
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| | | | Total this CCO= | | $8,722.04 |
| ***The original contract sum =*** | | | | | **$182,355.11** |
| ***Net change by previous change orders =*** | | | | | **$0.00** |
| ***The contract sum will (increase) in the amount of =*** | | | | | **$8,722.04** |
| ***The new contract sum including this change order will be =*** | | | | | **$191,077.15** |
| **The contract time will be deferred until project is complete.** | | | | | |

**Accepted:** _____ **Date:** _____
MHK Construction Inc., Contractor

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

**Approved:** _____ **Date:** _____
Gary R. Hampton, City Manager

5D

# *City Council Synopsis*
***July 12, 2016***

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 15-52, "Senior Center Ceiling Replacement," 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 bid and approving an Agreement, in the amount of $38,410 (Fund 301), with Bigler Construction of Turlock, California, for City Project No. 15-52, "Senior Center Ceiling Replacement"

Resolution: Re-Appropriating $46,100 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 Capital Improvement reserves, for City Project No. 15-52, "Senior Center Ceiling Replacement" to complete the necessary funding required for this project

## 2. DISCUSSION OF ISSUE:

The original ceiling tile system installed in the banquet area of the Senior Center has exceeded its useful life. A number of individual ceiling tiles have fallen down over the last several months, and others appear to be close to falling. This situation presents a safety issue as the ceiling height in the banquet area varies from twelve (12) feet to twenty four (24) feet and seniors use the banquet area for a multitude of uses. The scope of work for the base bid includes removal of the existing ceiling tile system and installation of 5/8" thick gypsum board, joint compound, texture, and paint in the banquet area.

OK for Agenda

On June 14, 2016, two proposals were received for the construction of City Project No. 15-52, "Senior Center Ceiling Replacement." Bigler Construction of Turlock, California, was the lowest responsible bidder.

Base Bid Summary (Banquet Area):

| COMPANY NAME | BID AMOUNT |
|---|---|
| Bigler Construction | $38,410 |
| Siotos Construction Inc. | $44,300 |

Two additive bid alternates were included on the bid form to obtain pricing for removal of original ceiling tile in other areas of the Senior Center. The tiles are not falling down in these rooms and do not pose a safety problem at this time.

Additive Bid Alternate No. 1 (Pool Room and Sitting Room):

| COMPANY NAME | BID AMOUNT |
|---|---|
| Bigler Construction | $12,980 |
| Siotos Construction Inc. | $20,820 |

Additive Bid Alternate No. 2 (Craft Room, Food Services, and Office 2):

| COMPANY NAME | BID AMOUNT |
|---|---|
| Bigler Construction | $15,200 |
| Siotos Construction Inc. | $28,250 |

City staff recommends rejection of the additive bid alternates as there is no known issues and funding has not been identified for the additional areas.

## 3. BASIS FOR RECOMMENDATION:

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

B. The ceiling in the Senior Center is in need of replacement.

C. Funding is available for the improvements described herein.

**Policy Goal and Implementation Plan Initiative:**

**Policy Goal #4** Municipal Infrastructure

**General Principles:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

| Total Amount | Contractor Bid Cost | Contingency | Construction Engineering and Inspection | Preliminary Engineering | Asbestos Sampling and Testing |
|---|---|---|---|---|---|
| $54,942 | $38,410 | $3,841 | $3,841 | $6,305 | $2,545 |

Staff anticipated this project to be completed in Fiscal Year 2015-16 and did not budget for the project in Fiscal Year 2016-17. Staff advertised this project in April 2016 and did not receive any bids. The project had to be re-advertised and, if awarded tonight, the work will be completed in Fiscal Year 2016-17. Of the total amount identified above, $8,850 was spent in Fiscal Year 2015-16. The remaining $46,100 needs to be re-appropriated in Fiscal Year 2016-17 to account number 301-50-520.51300 "Construction Repairs/Improvements." This transfer will complete the necessary funding required for this project.

Staff has conferred with the City's Finance Division with the preparation of this report.

No General Fund money will be used for this project.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

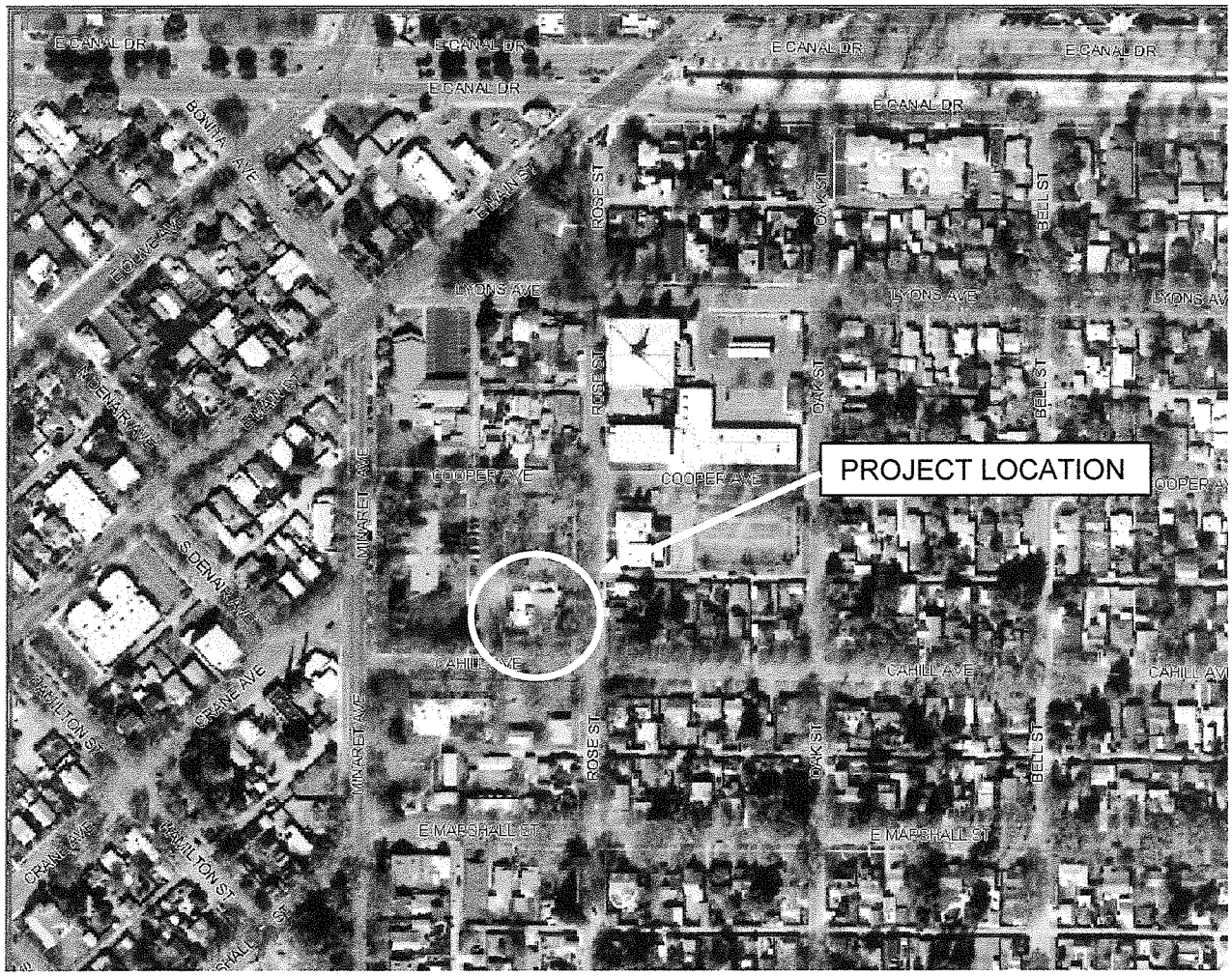
This project involves negligible or no expansion of use of the existing facility. In accordance with Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact this project does not involve any expansion of use to the facility.

## 7. ALTERNATIVES:

A. Not approve the agreement. Staff does not recommend this alternative because the project is necessary for the safety of those who use the Senior Center.

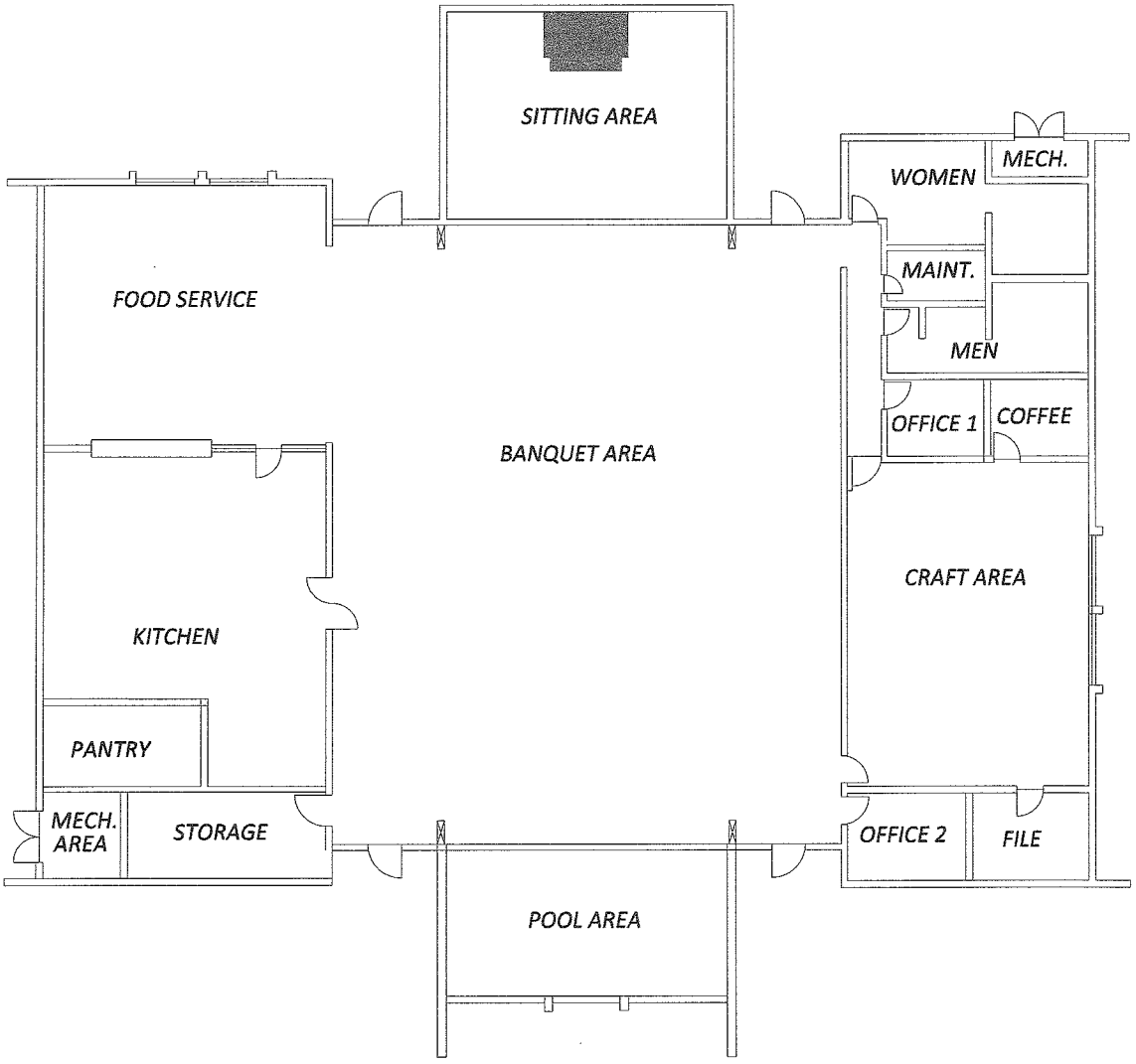
CITY PROJECT NO. 15-52

SENIOR CENTER CEILING REPLACEMENT



CITY PROJECT NO. 15-52

SENIOR CENTER CEILING REPLACEMENT



# CITY OF TURLOCK
## BIDDER'S SUMMARY

PROJECT TITLE: Senior Center Ceiling Replacement
PROJECT NUMBER: 15-52
BID OPENING: June 14, 2016
4:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 12, 2016

| | | | | | | 1 | | 2 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | **ENGINEER'S EST.** | | Bigler Construction | | Siotos Construction Inc. | |
| Item No. | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Base Bid - Senior Center Ceiling Replacement - Banquet Area | LS | 1 | $40,000.00 | $40,000.00 | $38,410.00 | $38,410.00 | $44,300.00 | $44,300.00 |
| Base Bid Total = | | | | | **$40,000.00** | | **$38,410.00** | | **$44,300.00** |

| | | | | **ENGINEER'S EST.** | | Bigler Construction | | Siotos Construction Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| A1 | Additive Bid Alternate No. 1 - Pool Room and Sitting Room | LS | 1 | $15,000.00 | $15,000.00 | $12,980.00 | $12,980.00 | $20,820.00 | $20,820.00 |
| Additive Bid Alternate No. 1 Subtotal = | | | | | **$15,000.00** | | **$12,980.00** | | **$20,820.00** |

| | | | | **ENGINEER'S EST.** | | Bigler Construction | | Siotos Construction Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| A2 | Additive Bid Alternate No. 2 - Food Services Room, Craft Room, Office 2 | LS | 1 | $15,000.00 | $15,000.00 | $15,200.00 | $15,200.00 | | $28,250.00 |
| Additive Bid Alternate No. 2 Subtotal = | | | | | **$15,000.00** | | **$15,200.00** | | **$28,250.00** |

# AGREEMENT

## FOR PUBLIC IMPROVEMENT

## Project No. 15-52

## Senior Center Ceiling Replacement

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

BIGLER CONSTRUCTION
P.O. Box 3848
Turlock, CA 95381

hereinafter called "Contractor" on this 12th day of July, 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 July 12, 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: Remove all existing ceiling tile and mounting hardware in the banquet area, affix 5/8" standard drywall sheets to the ceiling joists, place joint compound, joint tape, texture, and paint finished surface 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. 15-52, "Senior Center Ceiling Replacement ."**

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 **Thirty Eight Thousand Four Hundred Ten and**

**NO/100ths Dollars ($38,410.00).** Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The "Notice to Proceed" shall be issued upon execution of the agreement and receipt of all required insurance and bond documentation and shall specify August 15th as the first working day of the Contract. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifteen (15)** working days.

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

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

9. **Liquidated Damages:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Three Hundred Fifty** and no/100ths Dollars **($350.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be

considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

**10. Performance By Sureties:**

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

**11. Disputes Pertaining To Payment For Work:**

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

**12. Permits, Compliance With Law:**

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

**13. Superintendence By Contractor:**

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

**14. Inspection By City:**

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

**15. Extra And/Or Additional Work And Changes:**

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

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

**16. Change Of Contract Price:**

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

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

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

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

**FORCE ACCOUNT**

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

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

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

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

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

### Labor

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

1. Employer payment to the worker for:
   - 1.1. Basic hourly wage
   - 1.2. Health and welfare
   - 1.3. Pension
   - 1.4. Vacation
   - 1.5. Training
   - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
   - 2.1. Workers' compensation insurance
   - 2.2. Social security
   - 2.3. Medicare
   - 2.4. Federal unemployment insurance
   - 2.5. State unemployment insurance
   - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

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

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

### Materials

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

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

## Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

2.1. Rented from equipment business the Contractor does not own.

2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

### Equipment on the Job Site

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

**Equipment Rental Hours**

| Hours operated | Hours paid |
|---|---|
| 0.0 | 4.00 |
| 0.5 | 4.25 |
| 1.0 | 4.50 |
| 1.5 | 4.75 |
| 2.0 | 5.00 |
| 2.5 | 5.25 |
| 3.0 | 5.50 |
| 3.5 | 5.75 |
| 4.0 | 6.00 |
| 4.5 | 6.25 |
| 5.0 | 6.50 |
| 5.5 | 6.75 |
| 6.0 | 7.00 |
| 6.5 | 7.25 |
| 7.0 | 7.5 |
| 7.5 | 7.75 |
| ≥8.0 | hours used |

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

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

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

## Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of

renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

**17. Change Of Contract Time:**

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

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

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

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

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

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

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

**18. Inspection And Testing Of Materials:**

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

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

**19. Permits And Care Of The Work:**

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

**20. Other Contracts:**

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

**21. Payments To Contractor:**

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

**22. Contract Security:**

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the

payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

**23. Hold-Harmless Agreement And Contractor's Insurance:**

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

**24. Contractor's Insurance:**

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

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

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

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

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

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

(5) Surety bonds as described below.

(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.

(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:

Stephen Fremming
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@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 18 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**CONTRACTOR**

By: _____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

_____

Attach Contractor's Seal Here

**CITY OF TURLOCK, a municipal corporation**

By: _____

Gary Soiseth, Mayor

or

_____

Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Michael G. Pitcock, P.E., Development Services Director/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. 15-52, "Senior Center Ceiling Replacement ,"** 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. 15-52, "Senior Center Ceiling Replacement ,"** 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. 15-52, "SENIOR CENTER CEILING REPLACEMENT," IS EXEMPT, FROM THE PROVISIONS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15301 (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 (Existing Facilities) of the CEQA Guidelines categorically exempts projects that consists of maintenance on interior and exterior alterations of existing facilities; 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,** the purpose of City Project No. 15-52, "Senior Center Ceiling Replacement" is to replace faulty ceiling tiles with a more traditional sheetrock system, eliminating potential hazards from falling tiles and reducing future maintenance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby determine City Project No. 15-52, "Senior Center Ceiling Replacement," 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 12th day of July, 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 RE-APPROPRIATING $46,100 TO ACCOUNT NUMBER 301-50-520.51300 "CONSTRUCTION REPAIRS/ IMPROVEMENTS" TO BE FUNDED FROM FUND 301 CAPITAL IMPROVEMENT RESERVES, FOR CITY PROJECT NO. 15-52, "SENIOR CENTER CEILING REPLACEMENT" TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THIS PROJECT** | **RESOLUTION NO. 2016-** |

**WHEREAS,** this project will replace ceiling tiles at the Senior Center that have been falling, creating safety and maintenance issues; and

**WHEREAS,** this project will replace the individual tiles with sheetrock that will require less maintenance; and

**WHEREAS,** this project was originally budgeted in fiscal year 2015-16, but due to the need to rebid the project, it has been delayed; and

**WHEREAS,** Fund 301 was created for specifically addressing repairs and improvements to City owned buildings; and

**WHEREAS,** the proposed reserve funds are available for use.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby re-appropriate $46,100 to account number 301-50-520.51300 "Construction Repairs/Improvements" to be funded from Fund 301 Capital Improvement reserves, for City Project No. 15-52, "Senior Center Ceiling Replacement" to complete the necessary funding required for this project.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July 2016, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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# *City Council Synopsis*
***July 12, 2016***

million acts of kindness

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion

## 2. DISCUSSION OF ISSUE:

On March 22, 2016, Council awarded a contract in the amount of $11,793 to Champion Industrial Contractors, Inc. of Modesto, California, for City Project No. 16-31, "Fire Station No. 3 HVAC Improvements."

The contractor completed the work without any required changes to the original scope. All improvements have been installed in accordance with the Contract Documents, Standard Specifications and Drawings and as directed by the City Engineer.

## 3. BASIS FOR RECOMMENDATION:

A. All improvements have been installed in accordance with the contract documents.

B. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

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.

OK for Agenda

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no additional impact to the already approved budget. Funding is available in account number 240-00-000-306.43125_026 "Construction Project" for all of the project expenses.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

On March 22, 2016, Council made the 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 current action by Council does not modify the original CEQA finding and therefore no determination is needed.

## 7. ALTERNATIVES:

A. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as the work has been completed and recording a Notice of Completion reduces the statutory time allowed for filing a stop notices and claims.

**RECORDED AT THE REQUEST OF:**
CITY OF TURLOCK

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

**NOTICE OF COMPLETION**
**CITY PROJECT NO. 16-31**
**FIRE STATION NO. 3 HVAC IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located at 501 E Monte Vista in the City of Turlock, was completed by the undersigned agency on July 12, 2016. The contractor of work is Champion Industrial Contractors, Inc., 1420 Coldwell Avenue, Modesto, California 95350 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

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

**VERIFICATION**

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

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

CITY OF TURLOCK

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

Executed on July 13, 2016 at Turlock, California, Stanislaus County

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# *City Council Synopsis*
***July 12, 2016***

million acts of kindness

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Resolution: Determining the purchase and installation of electronic farebox equipment in support of transit service, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

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Resolution: Approving a sole source procurement with SPX Genfare of Elk Grove Village, Illinois, for one Fast Fare electronic farebox, two cleaning cards and 50,000 un-encoded transfer passes, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, in an amount not to exceed $19,309

Resolution: Approving future sole source procurements from SPX Genfare of Elk Grove Village, Illinois, for farebox related equipment and supplies, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, contingent on availability of budgeted funds, for twenty-four (24) months

## 2. DISCUSSION OF ISSUE:

On May 2, 2016, eleven (11) Fast Fare electronic fareboxes manufactured by SPX Genfare (SPX) of Elk Grove Village, Illinois, were deployed across the entire City transit fleet (fixed route and dial-a-ride buses). The purpose of this installation was to help modernize the fleet, reduce instances of fare evasion through short-changing of the farebox, provide convenience to customers, and provide for the possibility of future integration with regional providers. As part of that process, one Fast Fare unit was set aside for future installation on a subsequent bus.

OK for Agenda

On December 8, 2015, the City Council approved the transfer of two Orion Compressed Natural Gas (CNG) buses from the Transit Joint Powers Authority for Merced County, contingent on approval of the Federal Transit Administration. In addition to the administrative and logistical steps necessary to accept the rolling stock, City staff is taking the necessary preparations to order materials in advance to allow for the equipping of each bus with the necessary standard equipment, such as electronic fareboxes. This advance planning and procurement allows for prompt installation of the equipment following receipt of the buses, which allows for prompt deployment into full operation.

Accordingly, City staff is seeking to purchase one additional Fast Fare unit to equip both buses with this necessary equipment, as well as general supplies needed to support the system. These supplies include cleaning cards for transit maintenance technicians and un-encoded passes, which will be stocked within the fareboxes for the purpose of issuing change cards, transfers and day passes on the buses. The quote from SPX is attached as Exhibit A.

In addition, City staff will have a future need to purchase farebox units, passes, supplies and various equipment from SPX on an as-needed basis to ensure the continued support and operation of the SPX line of equipment. These purchases will need to be made directly with SPX, as they are the only firm providing compatible products and services. Therefore, City staff is seeking authorization from the City Council for future sole source procurements from SPX, on an as-needed basis, on the condition such procurements are made only when sufficient budgeted funds are available. This sole source procurement authority would be for a twenty-four (24) month period.

## 3. BASIS FOR RECOMMENDATION:

A. Pursuant to Section 2-7-08(b)(2) of the Turlock Municipal Code, the City Council may determine a proposed purchase is not subject to adopted bidding procedures when the commodity can only be obtained from only one vendor.

B. Authorizing future sole source procurements from SPX Genfare, the only manufacturer of compatible supplies and equipment, will streamline the procurement process for these supplies and equipment in the future.

**Policy Goal and Implementation Plan Initiative:**

**Policy Goal # 4:** Municipal Infrastructure

**General Principles:**

6. Transportation infrastructure serves the needs of the community:
   c. Access to transit and non-motorized options

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** Sufficient funding exists in Fund 426 (426-40-415.51240, "LTF Capital") for the procurement of the specified items, as shown in Exhibit A, in the amount of $19,308.34. Future purchases will vary, but will only be made when sufficient budgeted funds are available. No General Fund monies will be used.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

The purchase and installation of electronic farebox equipment in support of transit service is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines, which states:

"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use" (para. 1).

## 7. ALTERNATIVES:

A. Reject the purchase of the specified equipment and supplies. City staff does not recommend this approach because the additional farebox is necessary to enable use of a bus in active transit service and the specified supplies are necessary to maintain existing farebox service for the whole fleet.

B. Reject approving authority for future sole source acquisitions from SPX Genfare. City staff does not recommend this approach because the delegated authority requested will reduce procurement delays from the only firm able to provide the required equipment, supplies and services.

GENFARE

*Genfare*
*A Division of SPX Corporation*
*800 Arthur Ave*
*Elk Grove Village, IL 60007*
*Ph: (847) 593-8855*
*Fax:(847) 758-4998*

Exhibit A

# Sales Quotation

**Information**

| | |
|---|---|
| **Sales Quote No.** | 5010733 |
| **Document Date** | 05/18/2016 |
| **Customer No.** | 449 |
| **Currency** | USD |
| **Contact Name** | Wayne York |
| **Phone** | 209-668-6039 |
| **FAX** | 209-668-5563 |
| **EMAIL** | wyork@turlock.ca.us |
| **Validity Start Date** | 05/18/2016 |
| **Validity End Date** | 09/30/2016 |
| **Req Delivery Date** | 05/18/2016 |

**Sold-To-Party**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

**Ship-To-Party**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

**End User**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

| Item | Material | Quantity | Price | Amount |
|---|---|---|---|---|
| 10 | ITEM | 1 EA | 10,670.00 USD | 10,670.00 |
| | Fast Fare 36" | | | |
| | Tax | 1 EA | 813.60 USD | 813.60 |
| 20 | D22192-0007 | 1 EA | 4,209.09 USD | 4,209.09 |
| | S/A TRIM, MAGNETIC-FAST FARE FAREBOX | | | |
| | Tax | 1 EA | 320.94 USD | 320.94 |
| 30 | B28896-0002 | 1 EA | 489.00 USD | 489.00 |
| | S/A SMARTCARD READER-HID | | | |
| | Tax | 1 EA | 37.28 USD | 37.28 |
| 40 | B28647-0002 | 1 EA | 550.00 USD | 550.00 |
| | S/A, BARCODE READER (FAST FARE) | | | |
| | Tax | 1 EA | 41.94 USD | 41.94 |
| 50 | FREIGHT | 1 EA | 150.00 USD | 150.00 |
| | Freight | | | |
| 60 | A14243-0004 | 2 EA | 91.46 USD | 182.92 |
| | CLEANING CARDS, K2261-H10Z100 | | | |
| | Tax | 1 EA | 6.98 USD | 13.95 |
| 70 | D11145-044910 | 50000 EA | 34.00 USD | 1,700.00 |

**Signature:** _____ **Date:** 05/18/2016

**Sales Representative:** Mark Mahon **Phone:** 847-222-3639
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

GENFARE

*Genfare*
*A Division of SPX Corporation*
*800 Arthur Ave*
*Elk Grove Village, IL 60007*
*Ph: (847) 593-8855*
*Fax:(847) 758-4998*

# Sales Quotation

**Sold-To-Party**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

**Ship-To-Party**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

**Information**

| | |
|---|---|
| **Sales Quote No.** | 5010733 |
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| **Currency** | USD |
| **Contact Name** | Wayne York |
| **Phone** | 209-668-6039 |
| **FAX** | 209-668-5563 |
| **EMAIL** | wyork@turlock.ca.us |
| **Validity Start Date** | 05/18/2016 |
| **Validity End Date** | 09/30/2016 |
| **Req Delivery Date** | 05/18/2016 |

**End User**
City of Turlock
156 S Broadway Suite 112
Turlock CA 95380-5456

| Item | Material | Quantity | Price | Amount |
|---|---|---|---|---|
| | .010 TPPR GENERIC/TRANSFER, TURLOCK | | | |
| | Tax | 1000 EA | 2.59 USD | 129.62 |
| | **Gross Value:** | | | 17,951.01 |
| | **Total Tax:** | | | 1,357.33 |
| | **Final Amount:** | | | 19,308.34 |

**Signature:** _____ **Date:** 05/18/2016

**Sales Representative:** Mark Mahon **Phone:** 847-222-3639
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

**TERMS AND CONDITIONS OF SALE**

**1. GENERAL.** Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

**2. SHIPPING & INSURANCE.** Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

**3. TERMS OF PAYMENT.** Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

**4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY.** All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

**5. CHANGES TO SPECIFICATIONS.** Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

**6. ACCEPTANCE, RETURNS AND EXCHANGES.** The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

**Return/Exchange Procedures.** Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

**7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE.** If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

**8. CANCELLATION.** If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

**9. FORCE MAJEURE.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

**10. INSTALLATION.** If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

**11. WARRANTY.** All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

**12. WAIVER OF CONSEQUENTIAL DAMAGES;** LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**13. INDEMNIFICATION.** Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

**14. INSURANCE.** Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

## ATTACHMENT A- WARRANTY

**1. GENERAL TERMS**

1.1Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.

1.2This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.

1.3The "Warranty Period" shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases; provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

**2. RETURN OF EQUIPMENT UNDER WARRANTY**

2.1If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

2.2Customer shall promptly notify Genfare of the problem and the serial number of the defective item;

(a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;

(b) If Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;

(c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

(d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

2.2Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.

2.3A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.

2.4It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

**3. TELEPHONE TECHNICAL ASSISTANCE.** During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.

**4. UPGRADES.** During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.

**5. DEFAULT AND TERMINATION.** Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.

**6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.** This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

(a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;

(b) improper installation, operation or maintenance by Customer or a third party;

(c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;

(d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;

(e) inaccurate or incomplete information or data supplied or approved by Customer;

(f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;

(g) cosmetic damage;

(h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or

(i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).

**7. LIMITATION ON DAMAGES.**

**7.1THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.**

**7.2EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.**

**7.3EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.**

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

| | |
|---|---|
| **IN THE MATTER OF DETERMINING THE PURCHASE AND INSTALLATION OF ELECTRONIC FAREBOX EQUIPMENT IN SUPPORT OF TRANSIT SERVICE, IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) 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: "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Furthermore, "The key consideration is whether the project involves negligible or no expansion of an existing use;" and

**WHEREAS,** the City plans to purchase, install, support and maintain electronic farebox units that contain additional security, convenience, accountability and reporting capabilities within City owned and maintained transit buses. These devices will continue to support ongoing transit operations, but will not expand the current use of the systems beyond their traditional role of accepting payment from passengers upon boarding the bus.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby determine the purchase and installation of electronic farebox equipment in support of transit service, is exempt from the provisions of the 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 12th day of July, 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 A SOLE SOURCE PROCUREMENT WITH SPX GENFARE OF ELK GROVE VILLAGE, ILLINOIS, FOR ONE FAST FARE ELECTRONIC FAREBOX, TWO CLEANING CARDS AND 50,000 UN-ENCODED TRANSFER PASSES, WITHOUT COMPLIANCE TO BIDDING REQUIREMENTS IN ACCORDANCE WITH SECTION 2-7-08(B)(2) OF THE TURLOCK MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED $19,309** | **RESOLUTION NO. 2016-** |

**WHEREAS,** the City of Turlock utilizes electronic fareboxes manufactured by SPX Genfare (SPX) of Elk Grove Village, Illinois, in all City transit vehicles; and

**WHEREAS,** on December 8, 2015, the City Council approved the transfer of two Orion Compressed Natural Gas (CNG) buses from the Transit Joint Powers Authority for Merced County, contingent on approval of the Federal Transit Administration, with such a transfer also requiring City staff to take necessary preparations to order materials in advance, equip and outfit each bus with necessary standard equipment, such as electronic fare boxes, to ensure prompt deployment upon receipt; and

**WHEREAS**, the City currently has one spare Fast Fare farebox from a previous purchase, but needs to acquire an additional Fast Fare farebox for the second bus; and

**WHEREAS,** the proprietary SPX reporting software used by the transit contractor for reporting monies collected and total ridership requires the use of SPX fare box equipment for compatibility; and

**WHEREAS**, sufficient funding exists in Fund 426 (426-40-415.51240, "LTF Capital") of the Fiscal Year 2016-17 budget for the procurement of the specified items.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve a sole source procurement with SPX Genfare of Elk Grove Village, Illinois, for one fast fare electronic farebox, two cleaning cards and 50,000 un-encoded transfer passes, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, in an amount not to exceed $19,309.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July, 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 FUTURE SOLE SOURCE PROCUREMENTS FROM SPX GENFARE OF ELK GROVE VILLAGE, ILLINOIS, FOR FAREBOX RELATED EQUIPMENT AND SUPPLIES, WITHOUT COMPLIANCE TO BIDDING REQUIREMENTS IN ACCORDANCE WITH SECTION 2-7-08(B)(2) OF THE TURLOCK MUNICIPAL CODE, CONTINGENT ON AVAILABILITY OF BUDGETED FUNDS, FOR TWENTY-FOUR (24) MONTHS** | **RESOLUTION NO. 2016-** |

**WHEREAS,** the City of Turlock utilizes electronic fareboxes manufactured by SPX Genfare (SPX) of Elk Grove Village, Illinois, in all City transit vehicles; and

**WHEREAS,** the City will have a future need to purchase farebox units, passes, supplies and various equipment from SPX on an as-needed basis to ensure the continued support and operation of the SPX line of equipment; and

**WHEREAS**, as a highly technical, proprietary product used by all transit agencies in the region, the supplies and equipment are only available directly from SPX; and

**WHEREAS**, future purchases would be contingent on the availability of budgeted funds with sole source procurement authority extending for a period of twenty-four (24) months.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve future sole source procurements from SPX Genfare of Elk Grove Village, Illinois, for farebox related equipment and supplies, without compliance to bidding requirements in accordance with Section 2-7-08(b)(2) of the Turlock Municipal Code, contingent on availability of budgeted funds, for twenty-four (24) months.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July, 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*
***July 12, 2016***

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Resolution: Authorizing the Mayor, City Manager, or Development Services Director/City Engineer to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or any other federally-funded or state-funded projects

## 2. DISCUSSION OF ISSUE:

Each year the City works on many capital improvement projects, many of which are funded by federal or state grant funds. One of the requirements for the use of these funds is the local legislative body must approve specific documents, applications, assurances, and statements related to each individual project, unless signature authority is delegated to one or more city officials.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years, this delegated authority has assisted City staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority, these deadlines would not have been met and in some cases the project funding would have been jeopardized.

City staff is recommending the City Council authorize the Mayor, City Manager, or Development Services Director/City Engineer to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or any other federally-funded or state-funded projects.

OK for Agenda

## 3. BASIS FOR RECOMMENDATION:

A. FHWA, FTA, and the State of California require an authorizing Resolution by the local legislative body to delegate signature authority to one or more City officials.

B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

**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:** There is no direct cost for approval, though failure to approve could result in the loss of funds if unexpected funds were made available and documents, applications, assurances or statements could not be approved in a timely manner.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

The specified activity is not subject to the California Environmental Quality Act (CEQA) because "the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment" [Section 15060(c)(2)] in accordance with CEQA Guidelines.

## 7. ALTERNATIVES:

A. Not approve the Resolution and require one or more separate Resolutions be prepared for each federal or state-funded project. Staff does not recommend this alternative due to the fact this action would delay the process of obtaining federal or state funding and could jeopardize funding allocation for some capital improvement projects.

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

| | | |
|---|---|---|
| **IN THE MATTER OF AUTHORIZING THE MAYOR, CITY MANAGER, OR DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER TO SIGN ALL DOCUMENTS, APPLICATIONS, ASSURANCES, AND STATEMENTS IN REGARD TO ANY AND ALL FEDERAL HIGHWAY ADMINISTRATION (FHWA), FEDERAL TRANSIT ADMINISTRATION (FTA), OR ANY OTHER FEDERALLY-FUNDED OR STATE-FUNDED PROJECTS** | } | **RESOLUTION NO. 2016-** |

**WHEREAS,** the City of Turlock has a desire and commitment to apply for and receive federal and state funding to construct various capital improvement projects; and

**WHEREAS,** certain documents, applications, assurances, and statements, are required to be approved by the local legislative body, unless approval authority is delegated to one or more City officials through an authorizing Resolution; and

**WHEREAS,** the delegation of this signature authority will allow for the expedited processing of such documents, especially when restrictive federal or state project deadlines are imposed, allowing the City of Turlock to be better positioned to obtain or retain federal and state project funds; and

**WHEREAS**, the specified activity is not subject to the California Environmental Quality Act (CEQA) because "the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment" [Section 15060(c)(2)] in accordance with CEQA Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the Mayor, City Manager, or Development Services Director/City Engineer to sign all documents, applications, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or any other federally-funded or state-funded projects.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July, 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*
***July 12, 2016***

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the Agreement between the City of Turlock and Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No. 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement"

## 2. DISCUSSION OF ISSUE:

On March 24, 2015, City Council approved an Agreement with Stantec Consulting Services, Inc. for airport consulting services not to exceed $200,000. In October 2015, Amendment No. 1 to the Agreement was approved, increasing expenses to $300,000. Stantec Consulting Services, Inc. is currently completing an update to the airport layout plan and an obstruction survey for the Turlock Municipal Airport. Both of these items are required planning documents in preparation for the Runway 12/30 Widening project. Upon review of the construction project by the Federal Aviation Administration, it was decided the environmental design documents would also need to be updated. As a result, staff has applied for a design grant in the amount of $156,242 for Fiscal Year 16/17.

In anticipation of the City receiving the design grant, additional expenditures will be incurred. Staff is now recommending an amendment be made to the agreement, increasing it to an amount not to exceed $560,000. This figure also includes the projected construction administration fees estimated between $150,000 and $200,000 for the future runway widening project in Fiscal Year 17/18. This amount does not entitle the consultant any compensation if their services are not necessary.

The City Attorney and Finance have reviewed this staff report.

## 3. BASIS FOR RECOMMENDATION:

**Policy Goal and Implementation Plan Initiative:**

OK for Agenda

**Policy Goal #4:** Municipal Infrastructure

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

**Action Item:**
15. Initiate the construction improvements at the Turlock Municipal Airport.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** Not to exceed $560,000 per agreement. The exact cost is project dependent and the agreement does not entitle the consultant any compensation if their services are not necessary. Expenses associated with the above mentioned planning document projects will be paid for either through Federal/State grants, revenue generated by the Turlock Regional Aviation Association or airport enterprise funds.

**Budget Amendment:** None

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. City Council may not approve the request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

**AMENDMENT NO. 2**
**to**
**the Agreement between**
**THE CITY OF TURLOCK**
**and**
**STANTEC CONSULTING SERVICES, INC.**
**City Contract No. 14-101**

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**THIS AMENDMENT NO. 2**, dated July 12, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **STANTEC CONSULTING SERVICES, INC**, hereinafter referred to as "CONSULTANT").

**WHEREAS,** the parties hereto previously entered into an Airport Consulting Services agreement executed on March 24, 2015 whereby the "Consultant" will provide airport consulting services to the "City", through June 30, 2019; and

**WHEREAS,** on October 13, 2015, Amendment No. 1 to the agreement was approved increasing the contract limit to $300,000; and

**WHEREAS,** the parties desire to amend the agreement as set forth in this Amendment No. 2.

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

1. Paragraph 4 of the Agreement, entitled "COMPENSATION" is amended to read as follows:

> "COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C (Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for 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 Five Hundred, Sixty Thousand and no/100ths Dollars ($560,000). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:"

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

OK for Agenda

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 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: _____

**STANTEC CONSULTING SERVICES, INC.**

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks, Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

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# *City Council Synopsis*
***July 12, 2016***

From: Michael Cooke, Municipal Services Director

Prepared by: Lisa Quiroga, Purchasing Coordinator Trainee
Larry Gilley, Utilities Manager

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Awarding RFQ 16-344 and Contract No. 16-037 to All Commercial Fencing of Waterford, having met all the specifications of RFQ 16-344 and being the lowest responsive and responsible bidder, for fence repair and installation services for a period of twelve (12) months, in an amount not to exceed $20,000

## 2. DISCUSSION OF ISSUE:

Staff requests City Council authorization to award RFQ 16-344 and Contract No. 16-037 to All Commercial Fence of Waterford.

The City has many types of fences at its various facilities – chain link, wood, wrought iron, etc. On occasion, these fences are damaged and need repair or replacement. Past practice has to been to solicit bids every time a fence needs to be repaired or replaced – this can be time consuming and result in compromised security at important City facilities such as well sites, drainage basins, sports facilities, etc. In order to increase efficiency, obtain better pricing, and to ensure that fences are repaired or replaced in a more timely manner, staff solicited bids for on-call fence repair and installation services.

On February 24, 2016, the Purchasing Office issued an informal bid for fence repair and installation services by Request for Quotation (RFQ) 16-344. Ten (10) vendors were solicited and two (2) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

OK for Agenda

The Purchasing Office evaluated the bids and the award bid recap is shown below:

| | Description | All Commercial Fence Waterford, CA | Falany Fence Co. Turlock, CA |
|---|---|---|---|
| 1. | Labor to install 200 ft. linear feet of 6 ft. industrial chain link fencing | $3,400.00 | $3,085.00 |
| 2. | Materials cost to install 200 ft. linear feet of chain link fencing; min. 9 gauge fencing with minimum 2.375 O.D. industrial grade galvanized posts. | $2,240.00 | $2,944.00 |
| | Total Bid | $ 5,640.00 | $6,029.00 |

While the vendor will install all types of fencing, chain link fencing was used for cross-comparison purposes as it is the most common fencing service required by the City.

All Commercial Fence of Waterford, met all the specifications of RFQ 16-344 and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code Section 2-7-09 (c) (5), the contract shall be awarded by the City Council to the lowest responsible bidder.

## 3. BASIS FOR RECOMMENDATION:

Staff recommends Commercial Fence as the most qualified bidder to provide fence replacement and repairs due to their competitive pricing. This service will include fencing at all City-owned properties for protection and security.

**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 and equipment.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

The services to be provided under the proposed contract are used throughout all City facilities as needed. A general ledger account is used for fence repair and installation. A budgeted amount for these services has been created as part of fence repair and installation services. As services are performed throughout the year, the costs incurred will be charged to the appropriate account number in the department's budget. The maximum citywide commitment for the contract period is $20,000.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve this service agreement. This alternative is not recommended, City does not have available staff and resources to perform the services for fence replacements and repairs.

**AGREEMENT FOR SERVICES**
**between**
**CITY OF TURLOCK**
**and**
**ALL COMMERCIAL FENCE**
**for**
**FENCE REPAIR AND INSTALLATION SERVICES**
**CONTRACT NO. 16-037**

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**THIS AGREEMENT** is made this 12th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ALL COMMERCIAL FENCE**, a California sole proprietor, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

**WHEREAS,** CITY has a need for fence repair and installation services for various city projects on an "As-Needed" basis; 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 the 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 twenty thousand and 00/100ths Dollars ($20,000.00). 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 August 1, 2016 and end July 30, 2017, 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 coverage's 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 of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONTRACTOR:**
**ALL COMMERCIAL FENCE**
**ATTENTION: JIM STAMPER**
**PO BOX 658**
**WATERFORD, CA 95386**
**PHONE: (209) 874-5484**
**FAX: (209) 874-5485**
**EMAIL: allcommercialfence@hotmail.com**

**for CITY:**
**CITY OF TURLOCK**
**ATTENTON: LARRY GILLEY**
**MUNICIPAL SERVICES DIVISION**
**156 SOUTH BROADWAY, SUITE 270**
**TURLOCK, CALIFORNIA 95380-5454**
**PHONE: (209) 668-5599 Ext. 4442**
**FAX: (209) 668-5695**
**EMAIL: lgilley@turlock.ca.us**

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

Larry Gilley
Municipal Services Division
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4442
E-mail: lgilley@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 R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke
Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**ALL COMMERCIAL FENCE**

By: _____

Title: _____

Print name: _____

Date: _____

# SECTION 1
# FENCE REPAIR AND INSTALLATION SERVICES

## SCOPE & SPECIFICATIONS

### 1.1 INTENT
The Contractor shall provide all materials and labor necessary to repair and install fencing at the request of the City of Turlock.

### 1.2 SCOPE
It is the goal of the City to hire a Contractor to repair and installation of various type of fencing at City properties, along City of Turlock road right-of ways, and other properties. Contractor shall supply all traffic controls as recommended by Caltrans Guidelines. Typically the fencing would be 6 feet commercial grade chain link fence with or without barb wire, and commercial grade redwood fencing.

The type of fencing to be installed or repaired are as follows:

- Chain link with height ranging from 3 to 6 feet with tops and bottoms knuckled
- Barbed wire fencing with T-posts
- Caltrans standard metal beam guardrails with all associated hardware
- Short retaining walls to shore up guardrail and fencing installation, both wooden and concrete
- Metal steps and handrails on Flood Control facilities
- Drainage inlet grates and other metal works and fabrications
- Wrought iron fencing
- Fixed and removable bollards
- Various types of wooden fences
- Gates of various type of materials
- Concrete block walls with grout, rebar and footings.

### 1.3 CITY STANDARD FENCING SPECIFICATIONS

**20-1 Chain Link Fence Fabric**
Chain link fence fabric shall conform to the specifications of ASTM designation A392, Class 1 zinc coating. The wire used in manufacturer of the fabric shall be at least 9 gauge and woven into 2 inch mesh.

**20-2 Posts and Braces**
The base material for the manufacture of steel pipe used for posts and braces shall conform to the specifications of ASTM designation A120 and shall be of good commercial-quality weldable steel. Posts and braces shall be galvanized in accordance with specifications of ASTM designation A123.

Posts and braces shall conform to the following requirements:

| TYPE OF POST | GATE OPENING SIZE | SIZE | WEIGHT (LBS PER FOOT) |
|---|---|---|---|
| Line Post | N/A | 2 3/8" OD | 3.65 |
| Corner and End Post | N/A | 2 7/8" OD | 5.79 |
| Top Rail and Braces | N/A | 1 5/8" OD | 2.27 |
| Gate Frame | N/A | 1 5/8" OD | 2.27 |
| Gate Post | to 6 ft. | 2 7/8" OD | 3.65 |
| Gate Post | 6 ft. to 12 ft. | 4" OD | 9.11 |
| Gate Post | 13 ft. to 18 ft. | 6 5/8" OD | 18.97 |
| Gate Post | Over 18 ft. | 8 5/8" OD | 24.70 |

All line posts shall be spaced not further than 10 feet on center.

All posts shall be fitted with rainproof caps designed so as to fit securely over the top of the posts.

All end posts on fences shall be braced with 1 5/8 inch OD horizontal pipe bracing of the same material as the top rail, securely attached to the end and first line post with malleable iron fittings. They shall be truss braced from the first line post to the bottom of the end post with a 3/8 inch galvanized truss rod assembly, or 7 gauge galvanized wire twisted to the proper tension. Corner posts shall be braced in both directions.

**20-3 Tension Wires**
The fence shall have a bottom tension wire of 7 gauge galvanized, high carbon steel coil spring wire, securely fixed to the fabric, line posts and terminal posts. If the top rail is omitted, a top tension wire shall be securely fixed. With a top tension wire, the rainproof cap shall carry the top tension wire.

**20-4 Fittings**
All fittings shall be hot dipped galvanized and shall be malleable, cast iron or pressed steel.

**20-5 Fabric Ties**
Tie wire and hog rings shall be at least 9 gauge steel and post clips shall be at least 6 gauge steel; all these shall be galvanized in accordance with ASTM designation A116, Coating Class 3.

**20-6 Gates**
Gates shall be hung by at least two steel or malleable iron hinges not less than 3 inches in width, so designed as to securely clamp the gate posts as to permit the gate to be swung back against the fence.

Gates shall be provided with a combination steel or malleable iron catch and locking attachment of approved design which will not rotate around the latch post. Stops to hold gates open and a center rest with catch shall be provided where required.

**20-7 Footings**
Line, corner and end posts shall be set in concrete to a minimum depth of 36 inches. The diameter of the footing shall be no less than 3 times the diameter of the posts. Gate posts shall be set in a concrete footing of the depth and diameter required to handle the gate

installed.

Concrete to be used for the footings shall be produced from commercial quality aggregates and cement, and shall contain not less than 470 pounds of cement per cubic yard (5 sacks).

## 1.4 GENERAL

The number of projects will vary, and the contractor shall be required to prepare and submit cost quotations for each project. The CONTRACTOR shall be available for emergency repairs during non-regular working hours.

## 1.5 VENDOR QUALIFICATION CRITERIA

Contractor's minimum qualification criteria includes, but is not limited to the following:

1. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, experience on fencing projects, timeliness of performance, evaluation of contractor's work by public agencies, clients or subcontractors, including such issues as whether the firm provided adequate personnel, supervision, equipment and quality work.

2. Contractor shall possess all licenses and certification necessary to provide fencing services.

3. Contractor shall be able to respond to City request for installation and repair within forty-eight hours.

4. Contractor shall possess a minimum of four years' experience in performing similar projects in scope, size and intent for organizations with fencing service needs.

5. Contractor shall have experience working in areas with traffic and road right-of-way, and remote areas.

## 1.3 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

## 1.4 JOB SITE PERFORMANCE

If the Utilities Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Utilities Manager or his designee will correct the deficiency by any means possible and then bill the contractor.

# EXHIBIT A

## CITY OF TURLOCK
## BID PROPOSAL FORM

### BID NO RFP 16-344

**BID DUE DATE: FEBRUARY 24, 2016 BY 3:00 P.M.**

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

## FENCE REPAIR AND INSTALLATION SERVICES

1) **Return original bid to:** **City of Turlock**
**Administrative Services Department Purchasing**
**156 S. Broadway, Ste 270**
**Turlock, CA 95380-5454**

2) **Price shall be for the service rendered.**

3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**

4) **Bid must be on this bid form and signed by vendors authorized representative.**

**BIDDER TO READ**

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

**Company:** All Commercial Fence

**Address:** P.O. Box 1658, Waterford, CA 95386

**Telephone Number** 209-874-5484 **Fax Number** 209-874-5485

**E-Mail Address** allcommercialfence@hotmail.com

**Authorized Representative (print)** Jim Stamper

**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 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 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.

**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. 823030 Expiration Date: 8/31/2017

Department of Industrial Relations registration number: 1000000642

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

All Commercial Fence
Company Name

Signature of Authorized Representative

83-0371800
Federal Tax ID Number

***One original and one copy of the complete bid proposals <u>are required.</u> Failure to provide one (1) original and one (1) copy of the complete bid proposal will be rejected and found non-responsive and give no consideration***

***Failure To Clearly Mark The Original And Provide Original Signature May Result In A Proposal Being Found Non-Responsive And Give No Consideration.***

5J

# *City Council Synopsis*
***July 12, 2016***

From: Michael Cooke, Municipal Services Department Director

Prepared by: Larry Gilley, Utilities Manager
Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Howk Systems for pump repair services

## 2. DISCUSSION OF ISSUE:

On April 14, 2015, the City Council approved Contract No. 15-020 with Howk Systems of Modesto for pump repair services at City well sites.

The City has an additional need to contract for this specialized service for the repair of various types of pumps at the facilities listed below:

Municipal Services Utilities Division operates seventeen (17) sewer lift pump stations, thirty seven (37) storm pumping stations, one (1) waste water treatment facility to include a recycled water pumping facility, three (3) water storage tank pumping facilities, and six (6) non-potable irrigation wells.

## 3. BASIS FOR RECOMMENDATION:

A. Staff recommends Amendment No. 1 to the Agreement with Howk Systems for pump repair services of additional types of pumps throughout the City.

**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.

OK for Agenda

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

This report will have no fiscal impact beyond what has been approved in the 2015/2016 fiscal year budget.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended, it will cause delays in emergency pump repairs for several turbine and submersible water pumps and motors at various sites throughout the City.

**AMENDMENT NO. 1**
**to**
**the Agreement between**
**the CITY OF TURLOCK**
**and**
**HOWK SYSTEMS**
**for**
**PUMP REPAIR SERVICES**

---

**THIS AMENDMENT**, dated July 12, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **HOWK SYSTEMS**, (hereinafter "CONTRACTOR").

**WHEREAS,** the parties hereto previously entered into an agreement dated April 14, 2015, whereby CONTRACTOR will perform pump repair services for various types of pumps (hereinafter the "Agreement").

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

1. Paragraph 1 of the Agreement is amended to read 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 specifications attached hereto as Section 1.
>
> In addition to the Scope of Work attached as Section 1 to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services in accordance to Section 1 to the Agreement and the added scope of services attached to this Amendment No. 1 as Section 2, which are necessary and required to provide pump repair services for all type of pumps, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Section 2."



OK for Agenda

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

Larry Gilley, Utilities Manager
Municipal Services Department Utilities Division
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5599 X 4442
E-mail: lgilley@turlock.ca.us

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

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

**CITY OF TURLOCK, a municipal corporation**

By: _____
Gary Soiseth, Mayor
or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services Department

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**HOWK SYSTEMS**

By: _____

Title: _____

Print name: _____

Date: _____

## SECTION 2
## PUMP REPAIRS SERVICES

### 1.1 Scope of Work

The contractor shall furnish all labor, parts, material, supplies, equipment and other services necessary to complete each project as specified under the contract specifications.

### 1.2 Statement of Need

Contractor shall will providing the following:

a) Troubleshoot and work multiple type of pumps to include but not limited to Davis EMU, Flygt, Myer, Hydromatic, Ebara, ABS, Gorman-Rupp and other type of pumps.
b) Able to respond within forty-eight (48) hours.
c) The Contractor shall have the ability to troubleshoot and make repairs to any electrical and mechanical equipment, as directed by the Utilities Manager or his designee.
d) When reinstalling a pump the Contractor shall be responsible for installing the motor and wiring, verifying the rotation of the motor, and setting the impeller height, as directed by the Utilities Manager or his designee.

Contractor may obtain technical information from the City by contacting the Municipal Service Utilities Division, Mr. Larry Gilley, Utilities Manager, (209) 668-5599 Ext. 4442 or email at lgilley@turlock.ca.us.

### 1.3 Additional Specifications

The Contractor shall be responsible for all of the work related to removing, repairing and replacing the well pump and motor and associated equipment.

a) Removal and installation of booster pumps.
b) Reinstallation of check valves.
c) Installation of flow meters.
d) Installation of sand separators.
e) Installation of any electrical, equipment associated with a pump facility.
f) Installation of conduit and conductors
g) Installation of conduit and conducts.
h) Instrumentation as necessary.
i) Installation of all pumps.
j) Repair all pumps as necessary.
k) Installation and fabrication of associated piping.
l) Perform bypass pumping.

## 1.4 General Requirements

a) The Contractor shall have an electrician perform all electrical tasks required for the completion of the job.

b) The Contractor shall have a pipe welder knowledgeable in water pipeline fabrication to perform installation of all welding tasks required for the completion of the job.

SK

# *City Council Synopsis*
***July 12, 2016***

From: Michael I. Cooke, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Authorizing the submittal of a Letter of Authorization signed by the City Manager allowing the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) Cycle 6

## 2. DISCUSSION OF ISSUE:

The City of Turlock is a member of the Stanislaus County Regional Solid Waste Planning Agency (Regional Agency). The Regional Agency is composed of the County of Stanislaus and eight (8) Cities (all except Modesto). The purpose of the Regional Agency is to coordinate on solid waste issues of regional concern.

The California Department of Resources Recycling and Recovery (CalRecycle) operates the Used Oil Payment Program (OPP) which is a grant funding payment program distributed specifically to local agencies to encourage the proper disposal of waste oil. OPP funds are intended for activities which establish, maintain, and/or enhance used oil and used oil filter collection/recycling programs. Funding for the program comes from the fees consumers are charged when purchasing oil.

Turlock has eight (8) certified used oil collection centers which are inspected and supported by Stanislaus County Department of Environmental Resources (DER) using OPP funds. Waste oil collection events are planned for the month of July in partnership with the O'Reilly and Auto Zone stores in Turlock. Participants will receive a free oil filter in exchange for bringing in a used filter to be replaced. Further, throughout the year, Stanislaus County DER distributes educational materials about the proper disposal of waste oil.

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

OK for Agenda

As part of the application process, the participating jurisdictions must provide a letter of authorization granting Stanislaus County DER the authority to apply on their behalf.

## 3. BASIS FOR RECOMMENDATION:

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

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

**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:

None

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

None

## 7. ALTERNATIVES:

A. Not submit the Letter of Authorization thereby foregoing participation in the program. This alternative is not recommended because the community will not benefit from outreach events that encourage the proper disposal of used oil.

B. Not submit the Letter of Authorization and instruct staff to apply for the funding independently. This alternative is not recommended because the funds are targeted toward regional activities and there are efficiencies to be gained by the Stanislaus County DER overseeing the entire program for the County.

GARY R. HAMPTON
CITY MANAGER

OFFICE OF THE CITY MANAGER
GHAMPTON@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

**OPP Letter of Authorization Regional Participant**

July 12, 2016

State of California
Department of Resources Recycling and Recovery
1001 I Street – PO Box 4025
Sacramento, CA 95812

RE: Letter of Authorization

I am the City Manager of the City of Turlock. I am authorized to contractually bind the City of Turlock. Pursuant to this authority, I hereby authorize Stanislaus County to submit a regional Used Oil Payment Program (OPP) application and act as Lead Agency on behalf of the City of Turlock.

Stanislaus County is hereby authorized to execute all documents necessary to implement and secure payment under the OPP.

Gary R. Hampton
City Manager
(209) 668-5540

Signed_____

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# *City Council Synopsis*
***July 12, 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: Affirming the City of Turlock's use of CalHOME funds for eligible activities in accordance with program regulations and authorizing the City Manager or his designee to execute all agreements, extensions, amendments and other documents required by the State of California Housing and Community Development (HCD) for participation in the CalHOME program

## 2. DISCUSSION OF ISSUE:

*Background*

The California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability for the CalHOME General Program. This program, funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, is intended to fund local public agencies or nonprofit corporations for the purpose of providing mortgage assistance for low- or very low-income first-time homebuyers and owner-occupied rehabilitation for low- or very low-income homeowners.

The City applied for and was awarded grant funds in 2008, 2011 and 2013 for a total of $2,800,000. The City has utilized those funds in accordance with the regulations as set forth in the Health and Safety Code Section 50650 et seq. (Program Statutes) and the California Code of Regulations Title 25 [25 CCR], Section 7715 et seq. (CalHOME Program Regulations also referred to as Regulations).

The CalHOME grant will allow the City of Turlock Housing Program Services Division to provide an additional twenty-five (25) first time home buyer down payment assistance loans to low-moderate income families (80% or below median area income) in target areas of the community.

OK for Agenda

The City of Turlock has previously received a CalHOME grant in the amount of $800,000 in 2008 and another $1 million in each of the 2011 and 2013 grant cycles. At that time, all of the required changes to the City Housing Program policies and procedures with regard to the first time secondary financing program were revised to be in compliance with the grant and grant assurances.

This resolution and authorization previously came to City Council at the April 26, 2016 meeting. However, upon submission of the documents to the California Department of Housing and community Development, they rejected the resolutions and requested additional details to be included before approving the additional signator and extending the grant period.

The Housing Program Services Division is continuously seeking outside funding sources and improving its programs. This allows the City to expand and enhance services to the community.

## 3. BASIS FOR RECOMMENDATION:

Funding will allow the City of Turlock Housing Program Services the opportunity to provide twenty-five (25), $50,000 loans totaling $ 1,250,000 to qualified low income first time home buyer applicants.

**Policy Goal #7 – Quality Community Programs**

**General Principles:**

1. Focus on partnerships to expand services and the number of citizens served.
2. Offset operational and program costs through fees, grants, sponsorships, and partnerships.
3. Increase the supply of affordable housing for the lowest income households.

**Action Items:**

1. Preserve existing affordable housing stock.
2. Provide housing and services to qualifying populations.
3. Seek out new grant and funding opportunities.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact**
There will be no impact to the City of Turlock General fund.

**Budget Amendment:** None.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

Down payment assistance, as a CalHOME activity is exempt from CEQA.

## 7. ALTERNATIVES:

A. None. An updated authorization is required in order to access and utilize grant funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| IN THE MATTER OF AFFIRMING THE CITY OF TURLOCK'S USE OF CALHOME FUNDS FOR ELIGIBLE ACTIVITIES IN ACCORDANCE WITH PROGRAM REGULATIONS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL AGREEMENTS, EXTENSIONS AMENDMENTS AND OTHER DOCUMENTS REQUIRED BY THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR PARTICIPATION IN THE CALHOME PROGRAM | RESOLUTION NO. 2016- |

**WHEREAS**, the City of Turlock, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHOME Program; and

**WHEREAS**, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHOME program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHOME program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

**WHEREAS**, the First Time Home Buyers (FTHB) program is designed to seek new and creative ways to make home ownership a reality for income eligible households. Further, the program is a partnership between the City of Turlock, the State and Federal Governments and local lending institutions to help make home ownership a reality and expand the availability of affordable housing to income eligible families in Turlock; and

**WHEREAS**, the City's FTHB program provides funds to help make up the difference between the value of the primary loan, for which an income eligible applicant qualifies, and the purchase price of the house. The FTHB funds are used to augment the buyer's down payment and are recorded on the deed as a silent second mortgage; and

**WHEREAS**, the City applied for and received funding from the October 2008 NOFA with a contract amount of $800,000 which has been expended; and

**WHEREAS**, the City applied for and received funding from the October 7, 2011 NOFA with a contract amount of $1,000,000 (Grant # 11-CalHome-8195); and

**WHEREAS,** the City applied for and received funding from the January 23, 2013 NOFA with a contact amount of $1,000,000 (Grant # 12-CalHome-8678); and

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The City of Turlock hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

2. The City of Turlock authorizes the City Manager or his designee to execute in the name of the City of Turlock, the application, the Standard Agreement, extension agreements and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July 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

5M

# City Council Synopsis
**July 12, 2016**

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor, City Manager or designee to execute an annual maintenance agreement with Konica Minolta Business Solutions, USA, for twelve (12) months on two (2) document scanners, in an amount not to exceed $2,292

## 2. DISCUSSION OF ISSUE:

The City of Turlock recently replaced two document scanners to be used with the Hyland OnBase document imaging system. Staff is requesting continuing maintenance support from Konica Minolta Business Solutions, USA ("KMBS") for a period of twelve months. One scanner will be used for agenda management and document imaging for the City Clerk, City Manager's office, Payroll and Human Resources. The other scanner is used in Police Records. Because of the high volume of documents these scanners will be imaging, staff is requesting an upgrade in maintenance plans from KMBS's Basic Service to ScanCare. In addition to basic services, this plan offers preventative maintenance, scanner consumables and training.

## 3. BASIS FOR RECOMMENDATION:

KMBS provides on-site service for the scanners used to meet the critical needs in Administrative Services and Police Records. This agreement would provide preventative maintenance as well as the on-site service to minimize downtime.

**Policy Goal and Implementation Plan Initiative:**

**Policy Goal #2:** Fiscal Responsibility

**General Principles:**

5. Actively manage all contracts for services:
   a. Enforce clearly stated and agreed upon standards.

OK for Agenda

**Action Item:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding is included in the FY 16-17 amended budget.

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve the service agreement. Staff does not recommend this alternative, as the cost to maintain the scanners outside an agreement is much more expensive.

**AGREEMENT FOR SERVICES**
**between**
**CITY OF TURLOCK**
**and**
**Konica Minolta Business Solutions, USA**
**for**
**Scanner Annual Maintenance**
**CONTRACT NO. 16-028**

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**THIS AGREEMENT** is made this 12th day of July, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **KONICA MINOLTA BUSINESS SOLUTIONS, USA**, an enterprise content management corporation, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

**WHEREAS,** CITY has a need for maintenance for two (2) scanners on an "As-Needed" basis; and

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

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

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

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

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



OK for Agenda

**4. COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Two Thousand Two Hundred Ninety Two and 00/100$^{ths}$ Dollars ($2,292.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective August 1, 2016 and end July 31, 2017, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

of such cancellation, non-renewal or material change.

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

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

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

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

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

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

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

COTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors

and not as employees of CITY.

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

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

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

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

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

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

**12. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also

comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

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

**21. COMPLIANCE WITH LAWS:** CONTRACTOR shall insure compliance with all

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

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

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

Julie Burke
Administrative Services
156 S. Broadway, Suite 110
Turlock, California 95380-5456
Telephone: (209) 668-6072
E-mail: jburke@turlock.ca.us

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

**CITY OF TURLOCK, a municipal corporation**

By: _____
Gary Soiseth, Mayor

or

_____
Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**KONICA MINOLTA BUSINESS SOLUTIONS, USA**

By: _____

Title: _____

Print name: _____

Date: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Northeast, Inc.<br>New York NY Office<br>199 Water Street<br>New York NY 10038-3551 USA | PHONE (A/C, No, Ext): (866) 283-7122 | FAX (A/C, No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Konica Minolta Business Solutions U.S.A., Inc.<br>Attn: Lynne Ransom<br>500 Day Hill Road<br>Windsor CT 06095 USA | INSURER A: Sompo Japan Insurance Company of America | 11126 A+ 15 |
| | INSURER B: Continental Ins Co of NJ | 42625 A 15 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER: 570061552627** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | CPL40210K0 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | X CONTRACTUAL LIABILITY | | | | | | MED EXP (Any one person) | $15,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY | Y | Y | ADV40004E0 | 10/01/2015 | 10/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| A | X ANY AUTO | | | AOS | | | | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | ADV40003D0 | 10/01/2015 | 10/01/2016 | BODILY INJURY ( Per person) | |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | MA | | | BODILY INJURY (Per accident) | |
| | X $1,000 Ded Coll / X $500 Ded Comp | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| A | X UMBRELLA LIAB X OCCUR | Y | Y | CPU40539N0 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE | $10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | DED X RETENTION $10,000 | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | WCD40000A0 | 10/01/2015 | 10/01/2016 | X PER STATUTE / OTH-ER | |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | | WCN40006G0 | 10/01/2015 | 10/01/2016 | E.L. EACH ACCIDENT | $1,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | OR,WI | | | | |
| | | | | WCN4064000 | 10/01/2015 | 10/01/2016 | E.L. DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | NY | | | E.L. DISEASE-POLICY LIMIT | $1,000,000 |
| B | E&O-MPL-Primary | | | 287233832<br>MPL E&O Claims Made Cov.<br>SIR applies per policy terms & conditions | 10/01/2015 | 10/01/2016 | Prof and Tech Liab | $10,000,000 |

Certificate No : 570061552627

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies with respect to Konica Minolta's work and/or operations. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER**

City of Turlock
156 South Broadway, Suite 240
Turlock CA 95380-5456 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



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POLICY NUMBER: CPL40210K0

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As Required By Written Contract | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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*This Endorsement Changes the Policy. Please Read It Carefully.*

# COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

## 1. NON-OWNED WATERCRAFT

Under SECTION I –COVERAGE A., paragraph **2. Exclusions**, item **(2) (a)** of the **Aircraft, Auto or Watercraft** exclusion is replaced by the following:

(2) A watercraft you do not own that is:
(a) Less than 75 feet long; and

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" that would also apply to this extension of coverage, or would apply except for the exhaustion of its limits whether the other insurance is primary, excess, contingent or on any other basis.

## 2. PROPERTY DAMAGE COVERAGE EXTENSIONS

A. Under **SECTION I - COVERAGE A**, paragraph **2. Exclusions**, the **Damage To Property** exclusion is replaced by the following:

**j. Damage To Property**
"Property Damage" to
(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should reasonably have been known by you, at the time the property was transferred or abandoned;
(3) Property loaned to you;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.



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Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3), (4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. This insurance is excess over any valid and collectible insurance available to any insured whether primary, excess or contingent.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**B.** The following is added to the **Damage to Your Product** exclusion:

This exclusion does not apply to "property damage" to "your product" while on, being moved onto or off of an elevator; or liability assumed under a sidetrack agreement.

This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess or contingent.

**C.** Under **Section I – COVERAGE A,** the last paragraph after the exclusions is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises by fire, lightning, explosion, smoke or leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

**D.** Under **SECTION III – LIMITS OF INSURANCE,** item **6.** is amended as follows:

**6.** Subject to paragraph **5.** above, the higher of:
- **a.** $500,000; or
- **b.** The Damage To Premises Rented To You Limit shown in the Declarations

is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

**E.** Under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** paragraph **b. (1) (a) (ii)** under the **Other Insurance** condition is replaced by the following:

**(ii)** That is Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**F.** Under **SECTION V – DEFINITIONS,** paragraph **a.** of the **Insured Contract** definition is replaced by the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises


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while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

The coverage provided under provision **2. C.** through **F.** above does not apply if **Damage To Premises Rented To You** of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

**3. BROAD FORM PERSONAL AND ADVERTISING INJURY**

**A.** Under **SECTION I –COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, the **Contractual Liability** exclusion is deleted.

**B.** Under **SECTION V – DEFINITIONS**, the following paragraph is added to the definition of "personal and advertising injury":

**h.** Vicarious liability for discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of:

**(a)** The insured;

**(b)** Any "executive officer", director, stockholder, partner, spouse of a partner, member, spouse of a member, manager or trustee of the insured; and

**(2)** Not related directly or indirectly to an "employee" or to the employment, prospective employment or termination of employment of any person by an insured.

Provision **3.** above does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Part or by endorsement.

**4. MEDICAL PAYMENTS – INCREASED LIMITS**

**A.** Under **SECTION I - COVERAGE C - MEDICAL PAYMENTS**, item **1. a. (3) (b)** is replaced by the following:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

**B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **7** is replaced by the following:

**7.** Subject to Paragraph **5.** above, the higher of:

**a.** $15,000; or

**b.** The amount shown in the Declarations for Medical Expense Limit

is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

**5. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are replaced by the following:



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b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**6. BROADENED INSURED COVERAGE**

Under **SECTION II – WHO IS AN INSURED**, the following changes are made:

**A. BROAD NAMED INSURED**
The following is added:

Any legally incorporated entity of which you own more than 50% of the voting stock is an insured.

However, this insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization or "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. Coverage for any such organization will cease as of the date during the policy period on which you no longer maintain more than 50% of the voting stock.

This provision does not apply to any person or organization for which coverage is excluded.

**B. PARTNERSHIPS AND JOINT VENTURES**
The last paragraph of Section II – Who Is An Insured beginning "No person or organization is an insured...." is replaced by the following:

You are an insured with respect to the conduct of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to any person or organization for which coverage is excluded.

**C. FELLOW EMPLOYEE COVERAGE**
Paragraph **2.a.(1)(a)** is replaced by the following:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);

This provision does not apply to any person or organization for which coverage is excluded.

**D. INCIDENTAL MEDICAL MALPRACTICE COVERAGE**
The following is added to item **2.a.(1)(d)**:

However, this exclusion does not apply to the rendering or failure to render by an "employee" of yours:


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i. Medical, paramedical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
ii. The furnishing or dispensing of drugs or medical or dental supplies;

as long as you are not in the business or occupation of providing these services.

This extension of coverage does not apply to punitive or exemplary damages, if coverage of such is permitted by statute or case law.

The insurance provided by this extension of coverage is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

This provision does not apply to any person or organization for which coverage is excluded.

**E. NEWLY ACQUIRED ORGANIZATIONS**

Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period;

This provision does not apply to any person or organization for which coverage is excluded.

**F. MANAGERS OR LESSORS OF PREMISES**

Managers or lessors of yours are insureds but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor added by this provision.

**G. LESSORS OF LEASED EQUIPMENT**

Any person or organization from whom you lease equipment is an insured, but only:

1. When you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
2. With respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**H. USERS OF WATERCRAFT**

Any person, who with your consent, either uses or is responsible for the use of a watercraft is an insured, but only for their liability arising out of the use or operation of that watercraft on your behalf.



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I. **VENDORS**

If this policy provides Products Liability Coverage, any vendor you are required by a written contract or written agreement to name as an additional insured is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
b. Any express warranty unauthorized by you;
c. Any physical or chemical change in the product made intentionally by the vendor;
d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution and sale of the products;
f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;
g. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
   (1) The exceptions contained in sub-paragraphs **d.** or **f.**; or
   (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

J. **ADDITIONAL INSUREDS – CONTROLLING INTEREST**

Any person or organization who has financial control of you is an insured, but only with respect to their liability arising out of their financial control of you or premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

K. **ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**

Item 4 is added as follows:

4. Any person or organization not otherwise identified as an insured in this coverage or covered or excluded by endorsement attached to this coverage, that you are required by written contract, written agreement or written permit to name as an insured is an insured but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:


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a. In the performance of "your work" for the additional insured(s) at the location(s) designated in the written contract, written agreement or written permit; or
b. In connection with your premises owned by or rented to you.

However, with respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:
(1) Unless the written contract or written agreement has been executed or the written permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
(2) To "bodily injury", "property damage" or "personal and advertising injury" occurring after: (a) The termination date of any requirement to add additional insureds in any such contract, agreement or permit; or (b)The end of this policy period, whichever comes first; or
(3) To the rendering or failure to render any professional service.

The insurance afforded such additional insureds under items **6.F** through **6.K:**
a. Applies only to the extent permitted by law;
b. If required by a written contract, written agreement or written permit, coverage provided the additional insured will not be broader than that which you are required by the written contract, written agreement or written permit to provide for such additional insureds; and
c. Does not apply to any person or organization excluded in this coverage form or by endorsement to this coverage form.

With respect to the insurance afforded these additional insureds under **6.F** through **6.K,** the following is added to Section III – Limits of Insurance:

If coverage provided to any additional insured is required by a written contract, written agreement or written permit, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract, agreement or permit; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This provision will not increase the applicable Limits of Insurance shown in the Declarations.

## 7. PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and


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(2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. **KNOWLEDGE AND NOTICE OF OCCURRENCE**

Under SECTION **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs **e.** and **f.** are added to the **Duties In The Event of Occurrence, Offense, Claim or Suit** condition as follows:

**e.** Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury" , "property damage" or "personal and advertising injury" is not covered under this policy.

**f.** You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim or loss is known to:
- **(1)** You, if you are an individual;
- **(2)** A partner, if you are a partnership;
- **(3)** An "executive officer" or director, if you are a corporation;
- **(4)** A member, if you are a limited liability company;
- **(5)** A trustee, if you are a trust; or
- **(6)** An "employee' designated by you to give us such a notice.

9. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Representations** condition:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

10. **WAIVER OF SUBROGATION**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before loss, our rights are waived also.

11. **BODILY INJURY REDEFINED**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is replaced by the following:

2. "Bodily injury" means bodily injury, disability, mental anguish, mental injury, shock, fright, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

12. **MOBILE EQUIPMENT REDEFINED**

Under **SECTION V – DEFINITIONS**, paragraph **f.** of the definition of "mobile equipment" is replaced by the following:


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**f.** Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos", unless weighing less than 10,000 pounds gross vehicle weight and designed for use off public roads:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

## 13. LIBERALIZATION

If we adopt a change in our forms or rules that would broaden the coverage of this policy without additional premium, the broader coverage will apply to this policy when the change becomes effective in your state.



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*This Endorsement Changes the Policy. Please Read It Carefully.*

# COMMERCIAL AUTOMOBILE ENHANCEMENT

This endorsement modifies coverage provided under the following:

BUSINESS AUTO COVERAGE FORM

1. **BROADENED INSURED COVERAGE**
Under **Section II – COVERED AUTOS LIABILITY COVERAGE**, the following changes are made:

**A. BROAD NAMED INSURED**
The following is added to **A. Coverage**, paragraph **1. Who Is An Insured:**

**d.** Any legally incorporated entity of which you own more than 50% of the voting stock on the effective date of this coverage part is an insured.

**B. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**
The following is added to **A. Coverage**, paragraph **1. Who Is An Insured:**

**e.** Any person or organization, not otherwise identified as an "insured" in this coverage or by endorsement to this coverage, that you are required by written contract, written agreement or written permit to name as an "insured".

The insurance provided under item **B.** above applies on a primary basis if that is required by the written contract, written agreement or written permit. Coverage under this provision is limited to the minimum limits of liability stipulated in that written contract, written agreement or written permit or the amount of loss not to exceed the Limit of Liability shown in the Declarations, whichever is less.

**C. EMPLOYEES AS INSUREDS**
The following is added to **A. Coverage**, paragraph **1. Who Is An Insured:**

**f.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own,

hire or borrow in your business or your personal affairs.

**D. FELLOW EMPLOYEE COVERAGE**
**B. Exclusions,** paragraph **5. Fellow Employee** is deleted and replaced with the following:

"Bodily injury" to:

**a.** Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or



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b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto" you own or hire.

2. **ADDITIONAL SUPPLEMENTARY PAYMENTS**
**Section II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage**, paragraph **2.a. Coverage Extensions, Supplementary Payments,** items **(2)** and **(4)** are deleted and replaced by the following:

(2) Up to $5000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

3. **KNOWLEDGE AND NOTICE OF OCCURRENCE**
**Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions,** paragraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss,** item **a.** is deleted and replaced by the following and item **d.** is added:

a. In the event of an "accident", claim, "suit" or "loss" you must give us or our authorized representative prompt notice of the "accident" or "loss" when the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership or joint venture;
(3) An "executive officer" or director if you are a corporation;
(4) A member, if you are a limited liability company;
(5) A trustee if you are a trust; or
(6) An "employee" designated by you to give us such a notice.

This notice should include:

(1) How, when and where the "accident" or "loss" occurred;
(2) The "insured's" name and address; and
(3) To the extent possible, the names and addresses of any injured persons and witnesses.

d. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "accident", claim, "suit" or "loss", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

4. **WAIVER OF SUBROGATION**



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The following is added to **Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions,** paragraph **5. Transfer of Rights of Recovery Against Other To Us:**

If the insured has waived those rights prior to the "accident" or "loss", our rights are waived also.

**5. UNINTENTIONAL ERRORS AND OMISSIONS**

The following is added to **Section IV - BUSINESS AUTO CONDITIONS, B. General Conditions,** paragraph **2. Concealment, Misrepresentation Or Fraud:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

**6. BROADENED PHYSICAL DAMAGE COVERAGE**

Under **Section III – PHYSICAL DAMAGE COVERAGE,** the following changes are made:

**A. WAIVER OF DEDUCTIBLE – GLASS REPAIR**

The following is added to **D. Deductible:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**B. ADDITIONALTRANSPORTATION EXPENSES**

**A. Coverage, 4. Coverage Extensions,** paragraph **a. Transportation Expenses** is deleted and replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**C. ADDITIONAL LOSS OF USE EXPENSES**

**A. Coverage, 4. Coverage Extensions,** paragraph **b. Loss Of Use Expenses** is deleted and replaced by the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations Indicate that Collision Coverage is provided for any covered "auto".



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However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $1500.

**D. COST TO RECOVER STOLEN AUTO**
The following is added to **A. Coverage, 4. Coverage Extensions.**

We will pay reasonable and necessary expenses incurred by you to return a stolen, covered "auto" from the place where it is recovered to its usual garaging place. The most we will pay for such expenses is $1000. This Coverage Extension does not apply if your business is selling, servicing or repairing "autos".

**E. PERSONAL EFFECTS COVERAGE**
The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total theft of a covered "auto", we will pay for personal effects owned by an "insured" and in or on the covered "auto" at the time of "loss". The most we will pay for such personal effects is $500 per "loss". No deductibles apply to this Personal Effects Coverage.

**F. AIRBAGS – ACCIDENTAL DISCHARGE COVERAGE**
The following is added to **B. Exclusions,** paragraph **3.**

This exclusion does not apply to the accidental discharge of an airbag caused by or arising from mechanical or electrical breakdown, provided the covered "auto" does not also incur other physical damage. The most we will pay for such "loss" is $1000. This coverage is excess over any other collectible insurance or warranty. No deductibles apply to this Airbags – Accidental Discharge Coverage.

**G. VEHICLE WRAP COVERAGE**
The following is added to **A. Coverage, 4. Coverage Extensions.**

In the event of a total "loss" to a covered "auto" and in addition to the actual cash value of the covered "auto", we will pay up to $1000 to repair or replace vehicle wraps displayed on the "auto" at the time of "loss". The most we will pay under the Vehicle Wrap Coverage is $5000 for any one "loss", regardless of the number of covered "autos" deemed a total "loss". For the purpose of this coverage, vehicle wraps are full color, graphic images printed on vinyl film and attached to an "auto".

**7. ADDITIONAL DEFINITIONS**
The following is added to **Section V – DEFINITIONS:**

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.



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*This Endorsement Changes the Policy. Please Read It Carefully.*

# COMMERCIAL LIABILITY UMBRELLA ENHANCEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

## 1. PROPERTY DAMAGE COVERAGE EXTENSIONS

**A.** Under Section **I** – Coverage **A**,, paragraph **2. Exclusions**, item **(2)** under the **Damage To Property** exclusion is replaced by the following:

"Property Damage" to

**(2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you, or should reasonably have been known by you, at the time the property was transferred or abandoned;

**B.** The following paragraph is added to the end of the **Damage To Property** exclusion:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. This insurance is excess over any valid and collectible insurance available to any insured whether primary, excess or contingent.

**C.** The following is added to the **Damage to Your Product** exclusion:

This exclusion does not apply to "property damage" to "your product" while on, being moved onto or off of an elevator; or liability assumed under a sidetrack agreement.

This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess or contingent

## 2. BROAD FORM PERSONAL AND ADVERTISING INJURY

**A.** Under Section **I** – Coverage **B** Personal and Advertising Injury, item **2.** Exclusions, the **Contractual Liability** exclusion is deleted.

**B.** Under Section **V** – **Definitions**, the following paragraph is added to the definition of "personal and advertising injury":

**h.** Vicarious liability for discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

**(1)** Not done intentionally by or at the direction of
**(a)** The insured;



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(b) Any "executive officer", director, stockholder, partner, spouse of a partner, member, spouse of a member, manager or trustee of the insured; and

(2) Not related directly or indirectly to an "employee" or to the employment, prospective employment or termination of employment of any person by an insured.

This provision **2.** does not apply if Coverage **B** – Personal and Advertising Injury is excluded by either the provisions of this policy or by endorsement.

**3. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

Under **Supplementary Payments – Coverages A** and **B**, paragraphs **1.b.** and **1.d.** are replaced by the following:

**b.** Up to $2,500 for costs of bail bonds (including bonds for related traffic law violations required because of an "occurrence" we cover. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**4. BROADENED INSURED COVERAGE**

Under **Section II – Who Is An Insured,** the following changes are made:

**A. BROAD NAMED INSURED**

The following is added:

Any legally incorporated entity of which you own more than 50% of the voting stock is an insured.

However, this insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization or "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. Coverage for any such organization will cease as of the date during the policy period on which you no longer maintain more than 50% of the voting stock.

This provision does not apply to any person or organization for which coverage is excluded.

**B. PARTNERSHIPS AND JOINT VENTURES**

The last paragraph of Section II – Who Is An Insured beginning "No person or organization is an insured....." is replaced by the following:

You are an insured with respect to the conduct of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to any person or organization for which coverage is excluded.



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C. FELLOW EMPLOYEE COVERAGE

Paragraph **1.b.(1)(a) (i)** is replaced by the following:

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);

D. NEWLY ACQUIRED ORGANIZATIONS

Paragraph **1.c.(1)** is replaced by the following:

(1) Coverage under this provision is afforded until the end of the policy period.

5. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **Section IV - Conditions,** paragraphs **e.** and **f.** are added to the **Duties In The Event Of Occurrence, Offense, Claim or Suit** condition as follows:

**e.** Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.

**f.** You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership or joint venture;

(3) An "executive officer" or director, if you are a corporation;

(4) A member, if you are a limited liability company;

(5) A trustee, if you are a trust; or

(6) An "employee" designated by you to give us such a notice.

6. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **Section IV - Conditions,** the following is added to the **Representations Or Fraud** condition:

We will not disclaim coverage under this policy if you fail to disclose all hazards existing as of the inception date in the declarations provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

7. WAIVER OF SUBROGATION

Under **Section IV – Conditions,** the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before a loss, our rights are waived also.



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**8. BODILY INJURY REDEFINED**

Under Section **V- Definitions**, the definition of "bodily injury" is replaced by the following;

"Bodily injury" means bodily injury, disability, mental anguish, mental injury, shock, fright, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**9. MOBILE EQUIPMENT REDEFINED**

Under Section **V- Definitions**, paragraph **f.** of "Mobile equipment" is replaced by the following:

**f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos", unless weighing less than 10,000 pounds gross vehicle weight and designed for use off public roads:

**(1)** Equipment designed primarily for:
- **(a)** Snow removal;
- **(b)** Road maintenance, but not construction or resurfacing; or
- **(c)** Street cleaning;

**(2)** Cherry Pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**10. LIBERALIZATION**

If we adopt a change in our forms or rules that would broaden the coverage of this policy without additional premium, the broader coverage will apply to this policy when the change becomes effective in your state.



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

PARTIES WITH WHOM THE INSURED HAS ENTERED INTO A WRITTEN WAIVER AGREEMENT PRIOR TO THE DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/1/15 Policy No. WCD40000A0 Endorsement No.
Insured : Konica Minolta Holdings U.S.A., Inc. Premium

Insurance Company:
Sompo Japan Insurance Company of America Countersigned by _____



© 1983 National Council on Compensation Insurance.

5N

# *City Council Synopsis*
***July 12, 2016***

From: Gary R. Hampton, City Manager

Prepared by: Kellie E. Weaver, Exec. Asst. to City Manager/City Clerk

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Accepting the report on the response to the Stanislaus County Civil Grand Jury Case #16-15GJ: Stanislaus County Building Study

## 2. DISCUSSION OF ISSUE:

A primary responsibility of the Civil Grand Jury is "to investigate and report on the operations of county government to be assured that they are being administered efficiently, honestly, and in the best interests of its citizens." The Stanislaus County Civil Grand Jury (SCCGJ) undertook a project to determine if city-owned properties were being used to their highest and best practices.

The SCCGJ requested a summary of all properties owned by each city in the county to determine if they were being used appropriately. During the course of their investigation, it became clear there is a wide range of tools used to account for city-owned properties, some of which are easier for the public to access and use than others. The SCCGJ found some lists were so labor intensive it was difficult to figure out where the property was located, what it was, and how it is being utilized. The SCCGJ decided to focus its efforts on giving recommendations to the cities for the accounting of properties to make it easier for the public and help cities to know what they own and what is being used.

The City received the Civil Grand Jury report dated June 8, 2016. The Grand Jury has requested responses to the findings and has provided recommendations regarding Case #16-15GJ, "Stanislaus County Building Study." The Grand Jury findings and recommendations are provided as Attachment A and the City's response is provided as Attachment B.

OK for Agenda

## 3. BASIS FOR RECOMMENDATION:

A. California Penal Code Section 933(c) specifies that no later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency.

**Policy Goal and Implementation Plan Initiative:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** None

## 5. CITY MANAGER'S COMMENTS:

Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Council could send the report back to staff with additional direction or comments.

**ATTACHMENT A**

# STANISLAUS COUNTY CIVIL GRAND JURY

Post Office Box 3387 • Modesto, California 95353 • (209) 558-7766 • Fax (209) 558-8170

June 8, 2016

JUN 8 2016

**CONFIDENTIAL – HAND DELIVERY**

Mayor Gary Soiseth
City Council of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380

Dear Mayor Soiseth:

The Stanislaus County Civil Grand Jury has completed the attached report titled "Stanislaus County Building Study." The Grand Jury is providing you with a copy of this report two days in advance of its public release, as required by California Penal Code §933.05(f). The Penal Code also prohibits you from disclosing any contents of the report prior to public release by the Grand Jury.

Your response to the jury's findings and recommendations must be submitted to the Presiding Judge of the Superior Court, the Honorable Marie Sovey Silveira, at PO Box 3488, Modesto, CA 95353. Submit a hard copy and an electronic copy of your response. Enclosed are guidelines that may be helpful as you prepare your response.

Sincerely,

Edward Halsey

Edward Halsey
Foreperson
2015-2016 Civil Grand Jury

Attachment: Report 16-15GJ

**2015 – 2016 Stanislaus County Civil Grand Jury**
**Stanislaus County Building Study**
**Case #16-15GJ**

## SUMMARY

A primary responsibility of the Civil Grand Jury is "to investigate and report on the operations of county government to be assured that they are being administered efficiently, honestly, and in the best interests of its citizens." The Stanislaus County Civil Grand Jury (SCCGJ) undertook a project to determine if city-owned properties were being used to their highest and best practices. The SCCGJ requested a summary of all properties owned by each city in the county to determine if they were being used appropriately. During the course of the investigation, it was clear that there is a wide range of tools used to account for city-owned properties, some of which are easier for the public to access and use than others. Some lists were so labor intensive it was difficult to figure out where the property was located, what it was, and how it is being utilized. The SCCGJ decided to focus its efforts on giving recommendations to the cities for accounting for properties to make it easier for the public and help the cities to know what they own and what is being used.

## GLOSSARY

APN – Assessor's Parcel Number

PDF – Portable Document Format

SCCGJ – Stanislaus County Civil Grand Jury

## BACKGROUND

There are nine incorporated cities in Stanislaus County that the SCCGJ investigated: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. These cites own properties that include buildings that house city government, parks, sports facilities, water wells, sewer treatment plants, vacant lots and buildings, and corporation yards. The property inventory is maintained by each city in data formats that range from spreadsheets to PDFs.

## METHODOLOGY

The SCCGJ requested a summary of properties owned by each incorporated city in Stanislaus County and received information from Ceres, Hughson, Modesto, Oakdale, Patterson, Riverbank, Turlock, and Waterford. There were no responses from the City of Newman.

## DISCUSSION

Most of the property inventories supplied by the cities listed the property location and a brief description. However, there was no consistent data format, and some cities provided neither a description nor how the property was used. The best inventory was from the City of Waterford, which had a complete summary of each property, valuation calculations, and a picture. **(Attachment A)**

The least useful data provided was from the City of Patterson, which listed the APN and PO Box, and there were no descriptions or any other details provided. The other cites had a listing by address and a description of the property. **(Attachment B)**

## FINDINGS

F1. The City of Waterford is the only city to use the Central San Joaquin Valley Risk Management Authority Building Detail Report. This report has a complete summary of each property, including date built or acquired, address, type of construction, services, features, valuations, and conclusions. In addition, each property has a current photo. Other cities would benefit from using the same system to list their inventory.

## RECOMMENDATION

R1. The Stanislaus County Civil Grand Jury recommends that all cities in Stanislaus County should consider using the Central San Joaquin Valley Risk Management Authority Building Detail Report to efficiently account for and report to the public all city-owned properties.

## REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05, the Stanislaus County Civil Grand Jury requests responses from the City Councils of the following:

City of Ceres

City of Hughson

City of Modesto

City of Newman

City of Oakdale

City of Patterson

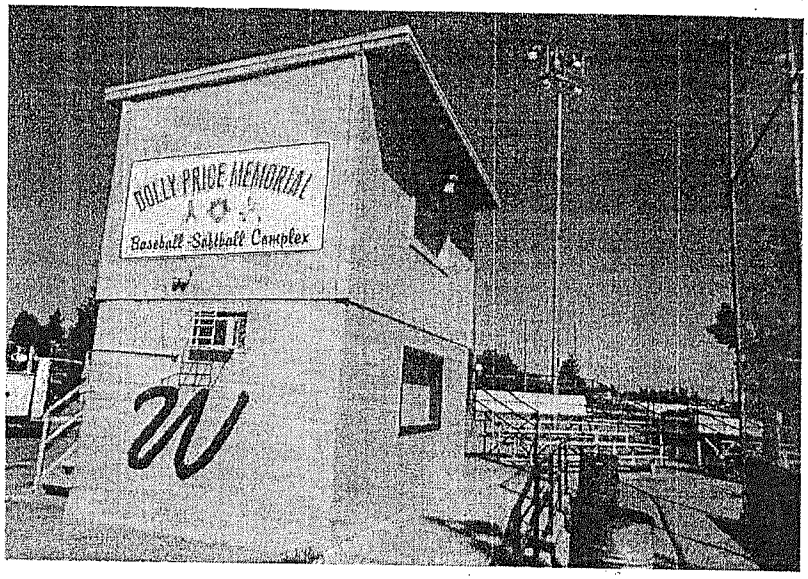
City of Riverbank

City of Turlock

## INVITED RESPONSE

City of Waterford

| | | | | |
|---|---|---|---|---|
| **Entity:** | 0148 | CITY OF WATERFORD | | |
| **Site:** | 06 | BEARD PARK | | |
| **Building:** | 07 | CONCESSION STAND / PRESSBOX | | |
| | | 540 C STREET | | |
| | | WATERFORD, CA 95386 | | |
| **Department:** | 00 | NOT UTILIZED | | |
| **Built / Acquired:** | 1980 / 1980 | **Inspection Date:** | 07/17/2014 | |
| **Nbr. of Stories:** | 2 | **Total Square Feet:** | 333 | |
| **Basement:** | NO | **Bsmt Square Feet:** | | |
| **Flood Zone:** | X | **Adds/Renovations:** | NO | |
| **Occupancy:** | GCS | CONCESSION STAND | | |
| **Frame Type:** | JM | JOISTED MASONRY | | |
| **ISO Class:** | 2 | JOISTED MASONRY | | |
| **GPS Lat & Long:** | 37.64582 | | -120.75756 | |
| **Fire Protection:** | NONE | | | |




**GENERAL BUILDING CHARACTERISTICS**

| | |
|---|---|
| **Exterior Walls:** | WOOD SIDING ON STUDS, CONCRETE BLOCK |
| **Roofing:** | BUILT-UP SMOOTH, |
| **Pitch & Shape:** | FLAT, FLAT |
| **Foundation:** | CONCRETE SLAB ON GROUND, |
| **Floor Finish:** | SEALER, |
| **Ceiling Finish:** | DRYWALL, |
| **Partitions:** | NONE, |
| **Miscellaneous:** | Earthquake Code - G, Record Key - _RYH0X1H4B |

**SERVICES**

ELECTRICAL
PLUMBING
AIR CONDITIONING - UNIT

**FEATURES**

BUILT-INS (CABINETS)

**VALUATION CONCLUSIONS**

| | |
|---|---|
| **Replacement Cost New:** | 53,700 |
| **Exclusion Amount:** | 0 |
| **Replacement Cost Less Exclusions:** | 53,700 |
| **Contents Value:** | 6,400 |
| **Property In The Open:** | 0 |
| **Total Insurable Replacement Cost:** | 60,100 |

**NOTES**

Report Produced and Copyrighted in 2014 by AssetWorks

Attachment A

**Attachment B**

CITY OF PATTERSON
131-015-004
1 PLAZA CIR
PATTERSON CA 95363-

CITY OF PATTERSON
131-014-045
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
131-014-044
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-085-019
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-085-018
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-085-016
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-085-002
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-085-001
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-061-074
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-052-015
1 PLAZA CIR
PATTERSON CA 95363-

CITY OF PATTERSON
021-049-058
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-047-012
PO BOX 667
PATTERSON CA 95363-0667

CITY OF PATTERSON
021-027-039
PO BOX 667
PATTERSON CA 95363-0667

CITY OF TURLOCK INC. 1908

GARY SOISETH
MAYOR

million acts of kindness

OFFICE OF THE MAYOR
GSOISETH@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

July 26, 2016

ATTACHMENT "B"

The Honorable Marie Sovey Silveira, Presiding Judge
Stanislaus County Superior Court of California, Stanislaus County
Post Office Box 3488
Modesto, California 95353

Re: Stanislaus County Civil Grand Jury Case No. 16-15GJ

Your Honor:

The Turlock City Council submits to you the following responses to the findings and recommendations received from the Stanislaus County Civil Grand Jury on June 8, 2016, regarding the above-reference case number:

## STANISLAUS COUNTY BUILDING STUDY

## FINDINGS AND POTENTIAL RESPONSES TO FINDINGS

F1: The City of Waterford is the only city to use the Central San Joaquin Valley Risk Management Authority Building Detail Report. This report has a complete summary of each property, including the date built or acquired, address, type of construction, services, features, valuations, and conclusions. In addition, each property has a current photo. Other cities would benefit from using the same system to list their inventory.

*The City of Turlock agrees with the finding.*

## RECOMMENDATIONS AND POTENTIAL RESPONSES TO RECOMMENDATIONS

R1: The Stanislaus County Civil Grand Jury recommends that all cities in Stanislaus County should consider using the Central San Joaquin Valley Risk Management Authority Building Detail Report to efficiently account for and report to the public all city-owned properties.

*The City of Turlock agrees with the finding.*

Sincerely,

Gary Soiseth, Mayor
Amy Bublak, Vice Mayor
Bill DeHart, Council Member
Matthew Jacob, Council Member
Steven Nascimento, Council Member

50

RECEIVED
JUN 1 2016
City of Turlock
Administrative Services

# CLAIM FORM

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

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

**CLAIM AGAINST:** City of Turlock
(Name of Entity)

**Claimant's name:** Pat Weisel

Can furnish if absolutely necessary
**SS#:** _____ **DOB:** Feb 23, 1953 **Gender:** Male ___ Female ✓

**Claimant's address:** 2143 Rothbury Ct., Turlock, CA 95382

**Claimant's Telephone Number(s):** (209) 606-0946

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

**Date of incident/accident:** May 16, 2016

**Date injuries, damages, or losses were discovered:** May 19, 2016

**Location of ~~incident~~/accident:** Colorado Ave, Turlock

**What did entity or employee do to cause this loss, damage, or injury?** Wet white paint from city crews painting on street (arrows?)
(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)?**
City of Turlock / Streets Dept

**What specific injuries, damages, or losses did claimant receive?** Paint damage on car (see pictures attached)
(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 :** $455.00

**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)?** H & R Auto Body estimate

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

**Date Signed:** May 27, 2016 **Signature:** Pat Weisel

**If signed by representative:**

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

# H&R AUTO BODY & PAINTING SPECIALISTS

IF YOU'VE TRIED THE REST, SEE THE BEST
933 N GOLDEN STATE BLVD, TURLOCK, CA 95380
Phone: (209) 668-1926

Workfile ID: 01cf4237
Federal ID: 94-2743077
BAR: AJ090353

## Preliminary Estimate

**Customer: weisel, pat**

**Job Number:**

Written By: Jeff Long

Insured: weisel, pat
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

**Owner:**
weisel, pat

**Inspection Location:**
H&R AUTO BODY & PAINTING SPECIALISTS
933 N GOLDEN STATE BLVD
TURLOCK, CA 95380
Repair Facility
(209) 668-1926 Day

**Insurance Company:**

## VEHICLE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Year: | 2001 | Body Style: | 2D CNVT | VIN: | 2T1FF28P41C461991 | Mileage In: | |
| Make: | TOYO | Engine: | 6-3.0L-FI | License: | | Mileage Out: | |
| Model: | CAMRY SOLARA SLE | Production Date: | | State: | | Vehicle Out: | |
| Color: | red met Int: | Condition: | Good | Job #: | | | |

**TRANSMISSION**
Automatic Transmission
Overdrive
**POWER**
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
**DECOR**
Dual Mirrors
Body Side Moldings
Console/Storage
Overhead Console
**CONVENIENCE**
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Climate Control
Home Link
**RADIO**
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Cassette
Premium Radio
**SAFETY**
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
**ROOF**
Power Convertible Roof
**SEATS**
Bucket Seats
Leather Seats
**WHEELS**
Aluminum/Alloy Wheels
**PAINT**
Clear Coat Paint
**OTHER**
Fog Lamps

## Preliminary Estimate

**Customer: weisel, pat** **Job Number:**

Vehicle: 2001 TOYO CAMRY SOLARA SLE 2D CNVT 6-3.0L-FI red met

| Line | | Oper | Description | Part Number | Qty | Extended Price $ | | Labor | Paint |
|---|---|---|---|---|---|---|---|---|---|
| 1 | # | Rpr | clean rt side road paint off | | 0 | 0.00 | | 6.0 | 0.0 |
| 2 | # | | rt frt fender/rt frt door/rt rocker/rt frt & reatr wheel wel | | 1 | 0.00 | | 0.0 | 0.0 |
| 3 | # | | HAZARDOUS WASTE | | 1 | 5.00 | X | 0.0 | 0.0 |
| | | | | **SUBTOTALS** | | **5.00** | | **6.0** | **0.0** |

### ESTIMATE TOTALS

| Category | Basis | | Rate | Cost $ |
|---|---|---|---|---|
| Parts | | | | 0.00 |
| Body Labor | 6.0 hrs | @ | $ 75.00 /hr | 450.00 |
| Miscellaneous | | | | 5.00 |
| Subtotal | | | | 455.00 |
| **Grand Total** | | | | **455.00** |
| Deductible | | | | 0.00 |
| **CUSTOMER PAY** | | | | **0.00** |
| **INSURANCE PAY** | | | | **455.00** |

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:
MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

RECEIVED SP

JUN 15 2016

City of Turlock
Administrative Services

# CLAIM FORM

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

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

**CLAIM AGAINST:** City of Turlock
(Name of Entity)

**Claimant's name:** Tele' Horn

**SS#:** [redacted] **DOB:** 02071980 **Gender:** Male ✓ Female ___

**Claimant's address:** 152 20th century blvd #132

**Claimant's Telephone Number(s):** 209-272-5059

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

**Date of incident/accident:** 06-07-2016

**Date injuries, damages, or losses were discovered:** 06-07-2016

**Location of incident/accident:** Washington Road, South of Fulkerth

**What did entity or employee do to cause this loss, damage, or injury?** Water main cover not secured into hole

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

**What are the names of the entity's employees who caused this injury, damage, or loss (if known)?** N/A

**What specific injuries, damages, or losses did claimant receive?** Water main cover damaged driver side door. Caused a dent and paint damage to metal

(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:** $1,400.00

**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)?** Estimates from 2 Paint & Body shops

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

**Date Signed:** 6/14/16 **Signature:** Tele' Horn

**If signed by representative:**

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

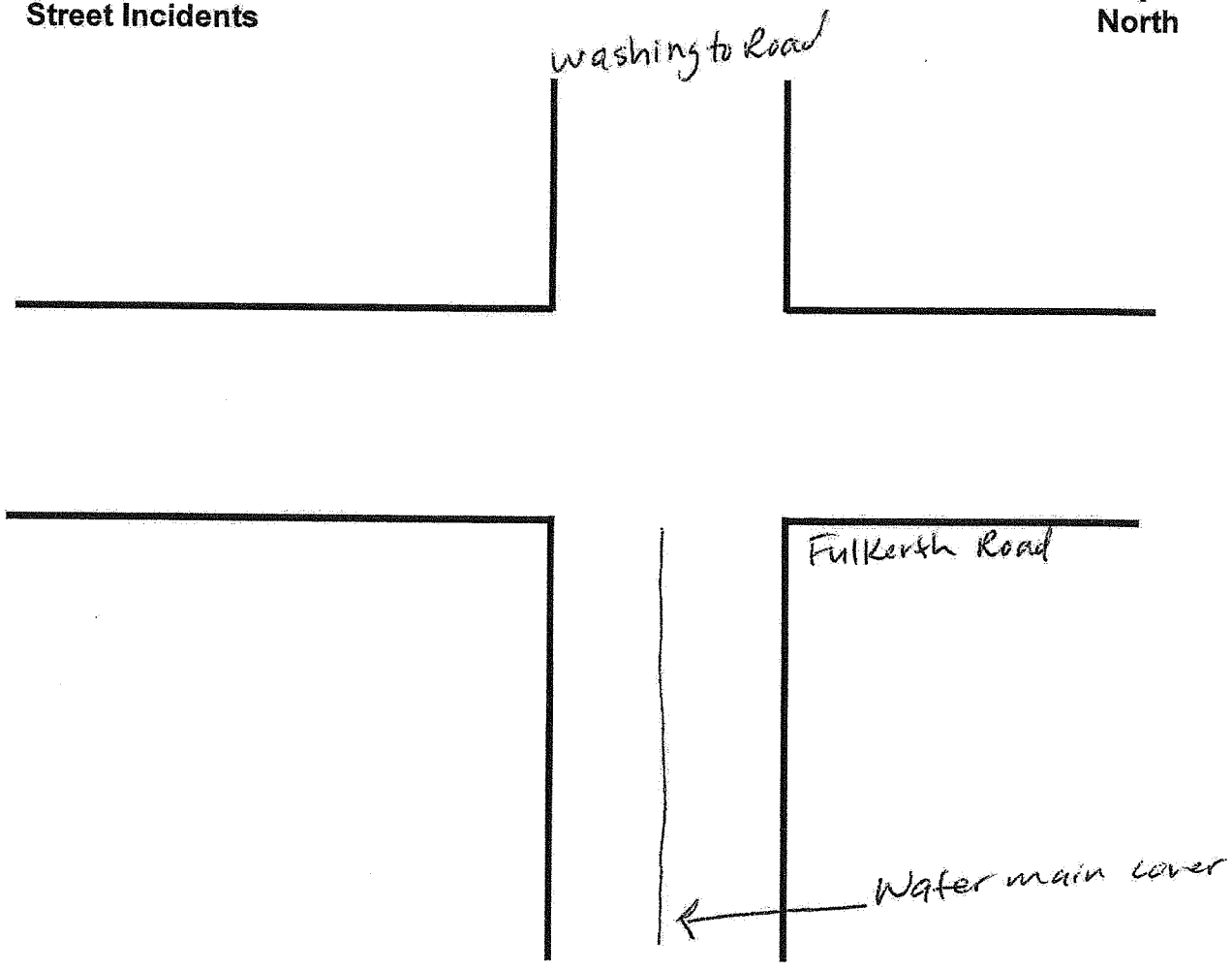
**DIAGRAMS**

General Diagram

North

**Street Incidents**

North



# H&R AUTO BODY & PAINTING SPECIALISTS

IF YOU'VE TRIED THE REST, SEE THE BEST
933 N GOLDEN STATE BLVD, TURLOCK, CA 95380
Phone: (209) 668-1926

Workfile ID: 6a531a5a
Federal ID: 94-2743077
BAR: AJ090353

## Preliminary Estimate

**Customer: horn, tele** **Job Number:**

Written By: Jeff Long

Insured: horn, tele
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

**Owner:**
horn, tele

**Inspection Location:**
H&R AUTO BODY & PAINTING SPECIALISTS
933 N GOLDEN STATE BLVD
TURLOCK, CA 95380
Repair Facility
(209) 668-1926 Day

**Insurance Company:**

## VEHICLE

2014 CHEV IMPALA LT2 4D SED 6-3.6L-FI black

VIN: 2G1125S35E9311464
License:
State:

Interior Color:
Exterior Color: black
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

**TRANSMISSION**
Automatic Transmission
Overdrive
**POWER**
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
**DECOR**
Dual Mirrors
Console/Storage

**CONVENIENCE**
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
**RADIO**
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
**SAFETY**
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
**SEATS**
Bucket Seats
**WHEELS**
Aluminum/Alloy Wheels
**PAINT**
Clear Coat Paint
**OTHER**
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Gate Release

**Customer: horn, tele** **Job Number:**

2014 CHEV IMPALA LT2 4D SED 6-3.6L-FI black

| Line | | Oper | Description | Part Number | Qty | Extended Price $ | | Labor | Paint |
|---|---|---|---|---|---|---|---|---|---|
| 1 | **PILLARS, ROCKER & FLOOR** | | | | | | | | |
| 2 | | R&I | LT R&I rocker molding | | 0 | 0.00 | | 1.1 | 0.0 |
| 3 | * | Rpr | LT Rocker molding | | 0 | 0.00 | | 2.5 | 2.2 |
| 4 | | | Add for Clear Coat | | 0 | 0.00 | | 0.0 | 0.9 |
| 5 | **FRONT DOOR** | | | | | | | | |
| 6 | * | Rpr | LT Outer panel w/o molding | | 0 | 0.00 | | 3.0 | 2.0 |
| 7 | | | Overlap Major Non-Adj. Panel | | 0 | 0.00 | | 0.0 | -0.2 |
| 8 | | | Add for Clear Coat | | 0 | 0.00 | | 0.0 | 0.4 |
| 9 | | R&I | LT Belt molding | | 0 | 0.00 | | 0.3 | 0.0 |
| 10 | | Repl | LT Nameplate "IMPALA" | 22743583 | 1 | 18.68 | | 0.3 | 0.0 |
| 11 | | R&I | LT R&I mirror | | 0 | 0.00 | | 0.3 | 0.0 |
| 12 | | R&I | LT Upper molding | | 0 | 0.00 | | 0.2 | 0.0 |
| 13 | * | R&I | LT Handle, outside | | 0 | 0.00 | | 0.4 | 0.0 |
| 14 | | R&I | LT Water deflector | | 0 | 0.00 | | 0.1 | 0.0 |
| 15 | # | | CAR COVER | | 1 | 5.00 | T | 0.2 | 0.0 |
| 16 | # | | HAZARDOUS WASTE | | 1 | 5.00 | X | 0.0 | 0.0 |
| 17 | # | | COLOR TINT | | 1 | 0.00 | | 0.5 | 0.0 |
| | | | **SUBTOTALS** | | | **28.68** | | **8.9** | **5.3** |

## ESTIMATE TOTALS

| Category | Basis | | Rate | Cost $ |
|---|---|---|---|---|
| Parts | | | | 18.68 |
| Body Labor | 8.9 hrs | @ | $ 75.00 /hr | 667.50 |
| Paint Labor | 5.3 hrs | @ | $ 75.00 /hr | 397.50 |
| Paint Supplies | 5.3 hrs | @ | $ 45.00 /hr | 238.50 |
| Miscellaneous | | | | 10.00 |
| Subtotal | | | | 1,332.18 |
| Sales Tax | $ 262.18 | @ | 7.6250 % | 19.99 |
| **Grand Total** | | | | **1,352.17** |
| Deductible | | | | 0.00 |
| **CUSTOMER PAY** | | | | **0.00** |
| **INSURANCE PAY** | | | | **1,352.17** |

**MyPriceLink Estimate ID:** 170621588578779136

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES.

# BONANDER'S PONTIAC BUICK

231 S CENTER ST, TURLOCK, CA 95380
Phone: (209) 633-4757

| | |
|---|---|
| Workfile ID: | d23c663a |
| Federal ID: | 941559760 |
| Federal EPA: | 9819820564 |
| BAR: | ARD008708 |

## Preliminary Estimate

**Customer: Horn, Tele'** **Job Number:**

Written By: PAUL ATKINSON

| | | | | | |
|---|---|---|---|---|---|
| Insured: | Horn, Tele' | Policy #: | | Claim #: | |
| Type of Loss: | | Date of Loss: | | Days to Repair: | 4 |
| Point of Impact: | 09 Left T-Bone (Left Side) | | | | |

**Owner:**
Horn, Tele'
152 20th Century Blvd. Unit 132
Turlock, CA 95380
(209) 272-5059 Cell

**Inspection Location:**
BONANDER'S PONTIAC BUICK
231 S CENTER ST
TURLOCK, CA 95380
Repair Facility
(209) 633-4757 Day

**Insurance Company:**

## VEHICLE

2014 CHEV IMPALA LT2 4D SED 6-3.6L-FI Black

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| VIN: | 2G1125S35E9311464 | Interior Color: | | Mileage In: | 15,050 | Vehicle Out: | |
| License: | 7FWJ223 | Exterior Color: | Black | Mileage Out: | | | |
| State: | CA | Production Date: | 5/2014 | Condition: | Good | Job #: | |

**TRANSMISSION**
Automatic Transmission
Overdrive
**POWER**
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
**DECOR**
Dual Mirrors
Console/Storage

**CONVENIENCE**
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
**RADIO**
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
**SAFETY**
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
**SEATS**
Bucket Seats
**WHEELS**
Aluminum/Alloy Wheels
**PAINT**
Clear Coat Paint
**OTHER**
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Gate Release

**Customer: Horn, Tele'** **Job Number:**

2014 CHEV IMPALA LT2 4D SED 6-3.6L-FI Black

| Line | | Oper | Description | Part Number | Qty | Extended Price $ | Labor | Paint |
|---|---|---|---|---|---|---|---|---|
| 1 | **FRONT DOOR** | | | | | | | |
| 2 | * | Rpr | LT Outer panel w/o molding | | | | 4.0 | 2.0 |
| | | | Note: May need additional time due to prior repair | | | | | |
| 3 | | | Add for Clear Coat | | | | | 0.8 |
| 4 | | R&I | LT Belt molding | | | | 0.3 | |
| 5 | | Repl | LT Nameplate "IMPALA" | 22743583 | 1 | 18.68 | 0.3 | |
| 6 | | R&I | LT R&I mirror | | | | 0.3 | |
| 7 | | R&I | LT Handle, outside w/o passive entry all | | | | 0.4 | |
| 8 | | R&I | LT R&I trim panel | | | | 0.5 | |
| 9 | | R&I | LT Water deflector | | | | 0.1 | |
| 10 | **PILLARS, ROCKER & FLOOR** | | | | | | | |
| 11 | | R&I | LT R&I rocker molding | | | | 1.1 | |
| 12 | * | Rpr | LT Rocker molding | | | | 0.5 | 2.2 |
| 13 | | | Overlap Major Non-Adj. Panel | | | | | -0.2 |
| 14 | | | Add for Clear Coat | | | | | 0.4 |
| 15 | | Repl | LT Rocker molding clip | 11571175 | 10 | 54.50 | | |
| 16 | # | | Cover Car/Wrap | | 1 | 10.00 X | 0.2 | |
| 17 | # | | Hazardous Waste | | 1 | 5.00 | | |
| 18 | # | | Tint Color | | 1 | | | 0.5 |
| 19 | # | | De-Nib & Finesse | | 1 | 5.00 | 0.5 | |
| | | | **SUBTOTALS** | | | **93.18** | **8.2** | **5.7** |

## ESTIMATE TOTALS

| Category | Basis | | Rate | Cost $ |
|---|---|---|---|---|
| Parts | | | | 83.18 |
| Body Labor | 8.2 hrs | @ | $ 70.00 /hr | 574.00 |
| Paint Labor | 5.7 hrs | @ | $ 70.00 /hr | 399.00 |
| Paint Supplies | 5.7 hrs | @ | $ 38.00 /hr | 216.60 |
| Miscellaneous | | | | 10.00 |
| Subtotal | | | | 1,282.78 |
| Sales Tax | $ 299.78 | @ | 7.6250 % | 22.86 |
| **Grand Total** | | | | **1,305.64** |

**MyPriceLink Estimate ID:** 172077186352685056

RECEIVED
JUN 24 2016
Office of the City Clerk

5Q

# CLAIM FORM

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

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

**CLAIM AGAINST:** City of Turlock
(Name of Entity)

**Claimant's name:** Rubenia Blandon-Malone

**SS#:** __ **DOB:** 7/25/49 **Gender:** Male __ Female ✓

**Claimant's address:** 241 Wabash Drive Turlock Ca. 95382

**Claimant's Telephone Number(s):** 209-915-9582

**Address where notices about claim are to be sent, if different from above:** same as above.

**Date of incident/accident:** 4/20/2016

**Date injuries, damages, or losses were discovered:** 4/20/2016

**Location of incident/accident:** 601 east main st. Turlock, Ca 95380

**What did entity or employee do to cause this loss, damage, or injury?** The City of Turlock failed to maintai a very large tree which resulted in a large branch falling on my car, daing severe damage to the roof of my car.
(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)?** I do not know the department that is responsible in the City of Turlock

**What specific injuries, damages, or losses did claimant receive?** Severe damage to the roof of my car. Please see attached preliminary estimate.
(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:** $1,669.50

**If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:**

☒ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

**How was this amount calculated (please itemize)?** Please see attached Preliminary Estimate.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

**Date Signed:** 6/23/16 **Signature:** Rubenia B. Malone

**If signed by representative:**

Print Representative's Name _____ Telephone _____

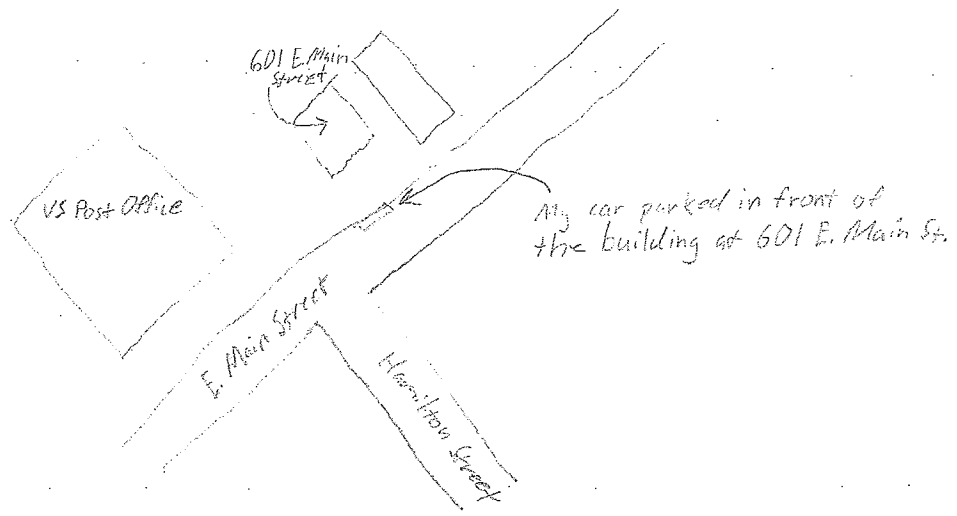
Address _____

Relationship to Claimant _____

## DIAGRAMS

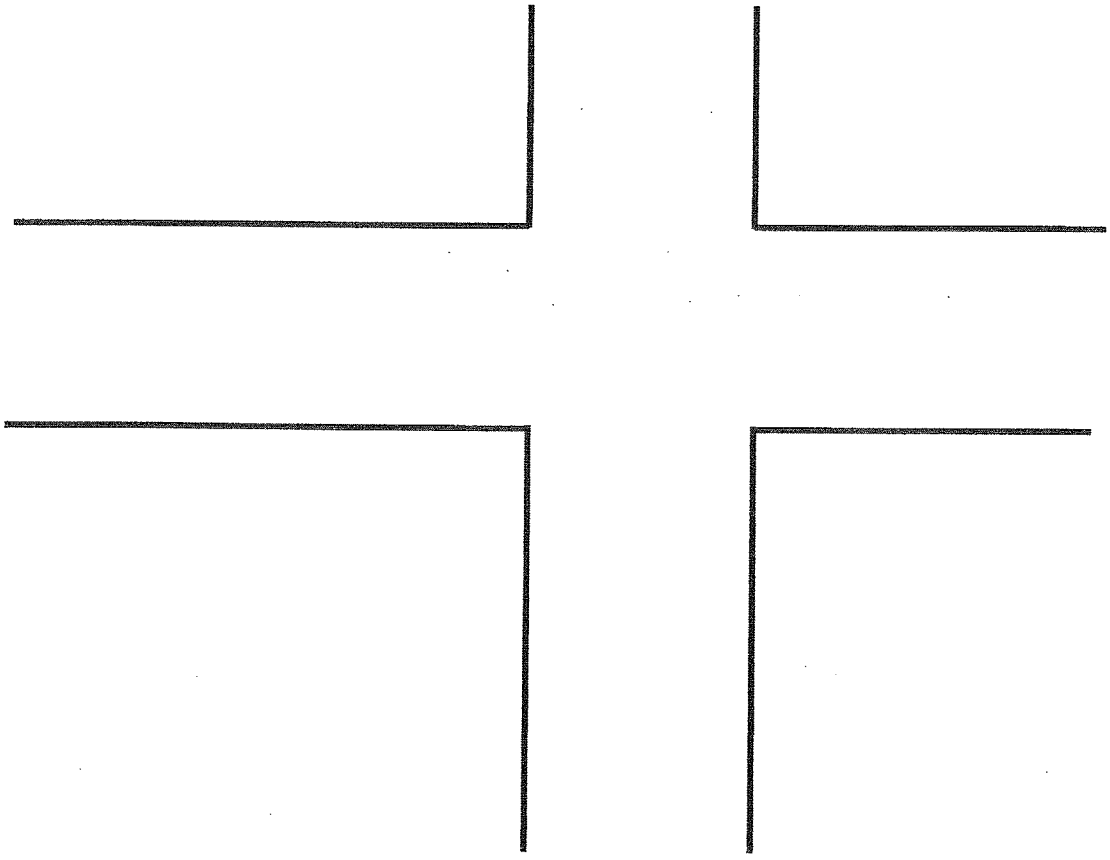
General Diagram

North




**Street Incidents**

North



# S & S BODY WORKS,INC.

8036 N ELLINGTON DR, HILMAR, CA 95324
Phone: (209) 667-7407
FAX: (209) 667-5619

Workfile ID: 56f5f6d5
Federal ID: 77-0505331

## Preliminary Estimate

**Customer: MALONE, RUBENIA** **Job Number:**

Written By: Frank Silveria

Insured: MALONE, RUBENIA
Type of Loss:
Point of Impact: 13 Rollover

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

**Owner:**
MALONE, RUBENIA
241 Wabas dr
turlock, CA 95382
(209) 915-9582 Business

**Inspection Location:**
S & S BODY WORKS,INC.
8036 N ELLINGTON DR
HILMAR, CA 95324
Repair Facility
(209) 667-7407 Business

**Insurance Company:**

## VEHICLE

2013 HYUN ACCENT SE 4D H/B 4-1.6L-FI SILVER

VIN: KMHCU5AE4DU064240
License:
State:

Interior Color:
Exterior Color: SILVER
Production Date: 6/2012

Mileage In: 40,800
Mileage Out:
Condition:

Vehicle Out:
Job #:

**TRANSMISSION**
6 Speed Transmission
**POWER**
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
**DECOR**
Dual Mirrors
Tinted Glass
Console/Storage
**CONVENIENCE**
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
**RADIO**
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
**SAFETY**
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
**SEATS**
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
**WHEELS**
Aluminum/Alloy Wheels
**PAINT**
Clear Coat Paint
**OTHER**
Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors
Power Trunk/Gate Release

**Customer: MALONE, RUBENIA** **Job Number:**

2013 HYUN ACCENT SE 4D H/B 4-1.6L-FI SILVER

| Line | | Oper | Description | Part Number | Qty | Extended Price $ | Labor | Paint |
|---|---|---|---|---|---|---|---|---|
| 1 | **ROOF** | | | | | | | |
| 2 | * | Rpr | Roof panel hatchback | | | | 4.5 | 2.8 |
| 3 | | | Add for Clear Coat | | | | | 1.1 |
| 4 | | R&I | RT Roof molding hatchback | | | | 0.5 | |
| 5 | | R&I | LT Roof molding hatchback | | | | 0.5 | |
| 6 | | R&I | R&I headliner | | | | 2.4 | |
| 7 | # | | need to remoce to acess backside of roof damage | | 1 | | | |
| 8 | # | | need to remove for weld on studs | | 1 | | | |
| 9 | **QUARTER PANEL** | | | | | | | |
| 10 | * | Rpr | LT Quarter panel | | | | 1.0 | 2.2 |
| 11 | | | Overlap Major Adj. Panel | | | | | -0.4 |
| 12 | | | Add for Clear Coat | | | | | 0.4 |
| 13 | # | | time to repair 1/4 at roof rail | | 1 | | | |
| 14 | **LIFT GATE** | | | | | | | |
| 15 | | R&I | Spoiler | | | | 0.8 | |
| 16 | | Refn | Spoiler | | | | | 1.4 |
| 17 | | | Overlap Major Non-Adj. Panel | | | | | -0.2 |
| 18 | | | Add for Clear Coat | | | | | 0.2 |
| 19 | **REAR LAMPS** | | | | | | | |
| 20 | | R&I | LT Tail lamp assy | | | | Incl. | |
| 21 | **REAR BUMPER** | | | | | | | |
| 22 | | R&I | R&I bumper cover | | | | 1.7 | |
| 23 | # | Subl | HAZ WASTE DISPOSAL CAL000275377 | | 1 | 5.00 X | | |
| 24 | # | Repl | CAR COVER/ MASK FOR OVERSPRAY | | 1 | 5.00 X | 0.2 | |
| | | | | **SUBTOTALS** | | **10.00** | **11.6** | **7.5** |

**Customer: MALONE, RUBENIA** **Job Number:**

2013 HYUN ACCENT SE 4D H/B 4-1.6L-FI SILVER

## ESTIMATE TOTALS

| Category | Basis | | Rate | Cost $ |
|---|---|---|---|---|
| Parts | | | | 0.00 |
| Body Labor | 11.6 hrs | @ | $ 70.00 /hr | 812.00 |
| Paint Labor | 7.5 hrs | @ | $ 70.00 /hr | 525.00 |
| Paint Supplies | 7.5 hrs | @ | $ 40.00 /hr | 300.00 |
| Miscellaneous | | | | 10.00 |
| Subtotal | | | | 1,647.00 |
| Sales Tax | $ 300.00 | @ | 7.5000 % | 22.50 |
| **Grand Total** | | | | **1,669.50** |
| Deductible | | | | 0.00 |
| **CUSTOMER PAY** | | | | **0.00** |
| **INSURANCE PAY** | | | | **1,669.50** |

I authorize S & S Body Works Inc. to perform the needed repairs to my vehicle. Repairs include parts, labor, and diagnosis. The above estimate is based on our inspection and does not cover additional parts or labor which may be required after the work has started. Worn or damage parts, not evident on first inspection, may be discovered and you will be contacted for authorization for additional work. Parts prices are subject to change without notice. ACKNOWLEDGEMENT: I have read and understand the above estimate and authorize repair service to be performed, including sublet work and acknowledge receipt of this estimate. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs completed.

This Estimate Authorized By:

Signed:_____ Date:_____

Work Accepted By:
Signed:_____ Date:_____

**Customer: MALONE, RUBENIA** **Job Number:**

2013 HYUN ACCENT SE 4D H/B 4-1.6L-FI SILVER

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

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**Customer: MALONE, RUBENIA** **Job Number:**

2013 HYUN ACCENT SE 4D H/B 4-1.6L-FI SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1043, CCC Data Date 6/16/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Google Maps E Main St

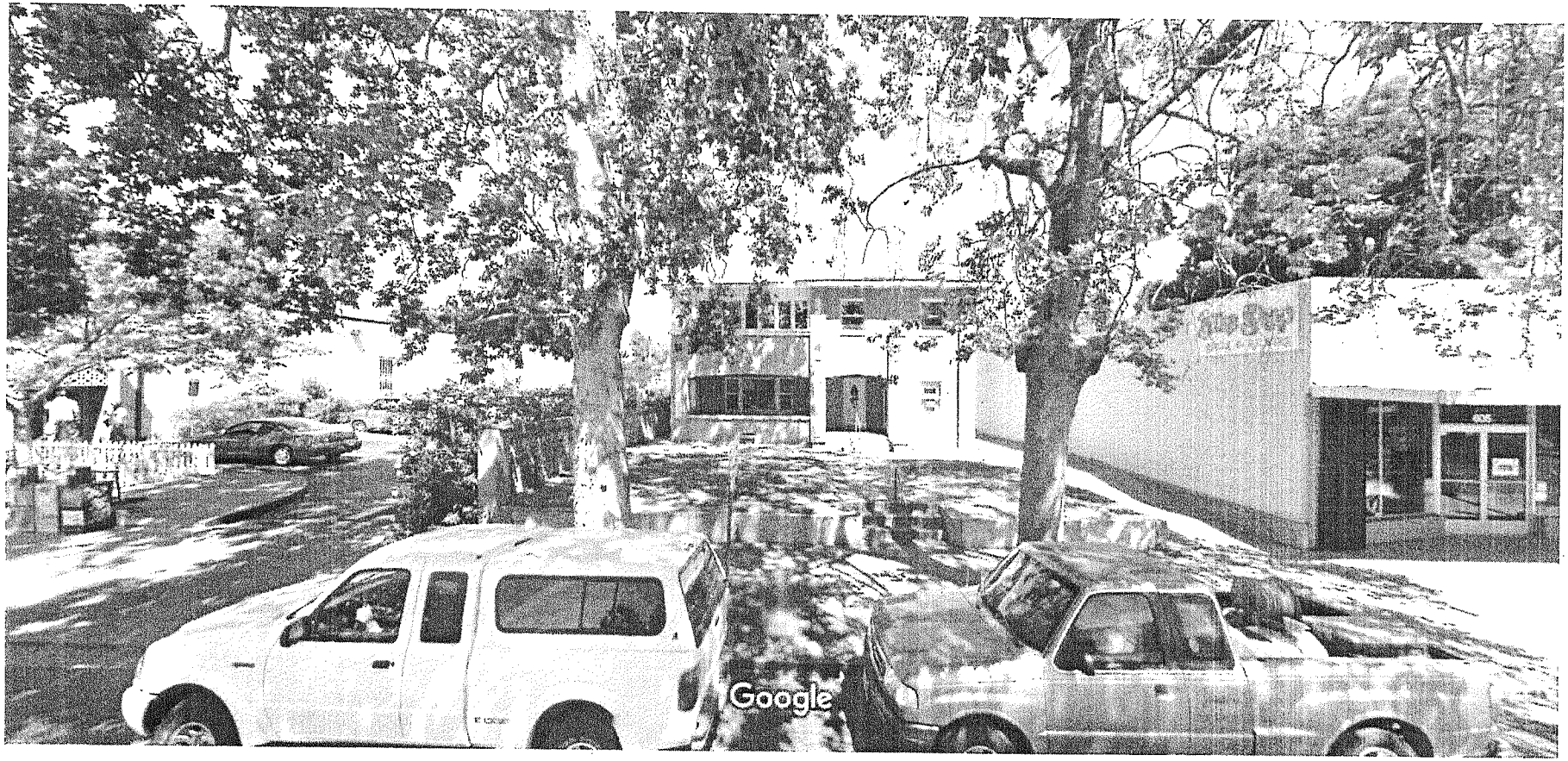


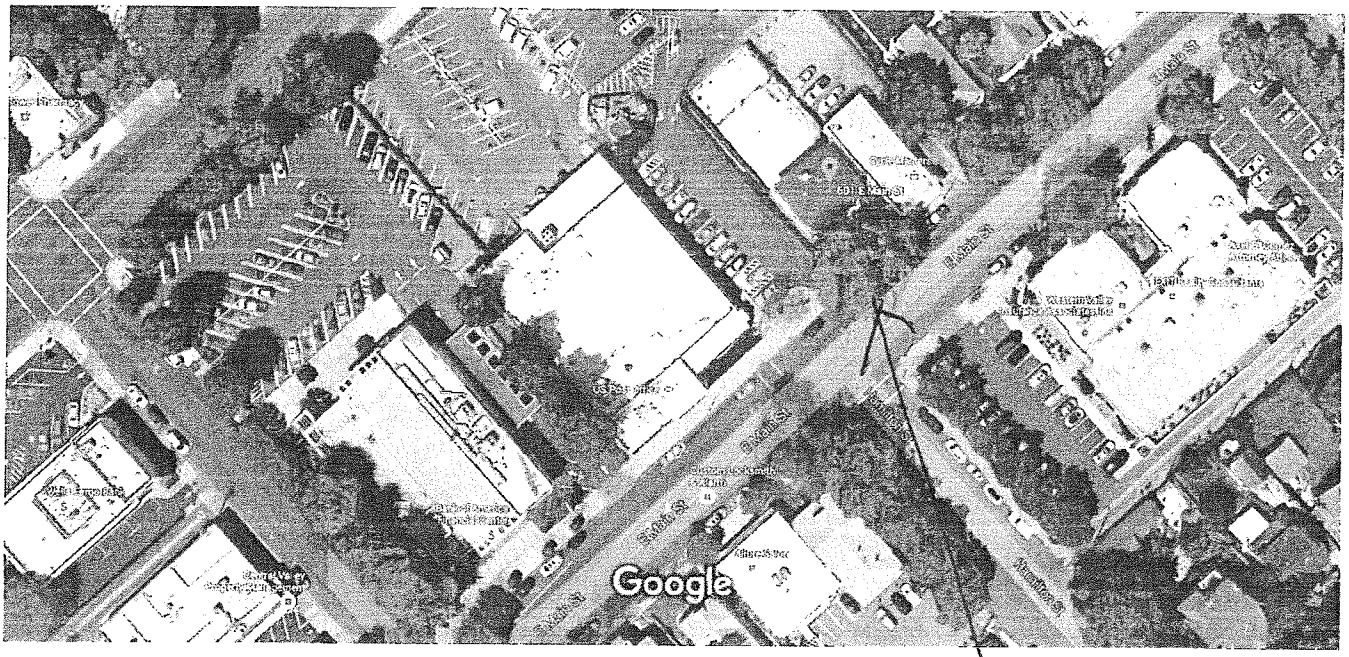

Image capture: Jun 2015 © 2016 Google

Turlock, California

Street View - Jun 2015

I was parked here.

Google Maps 601 E Main St



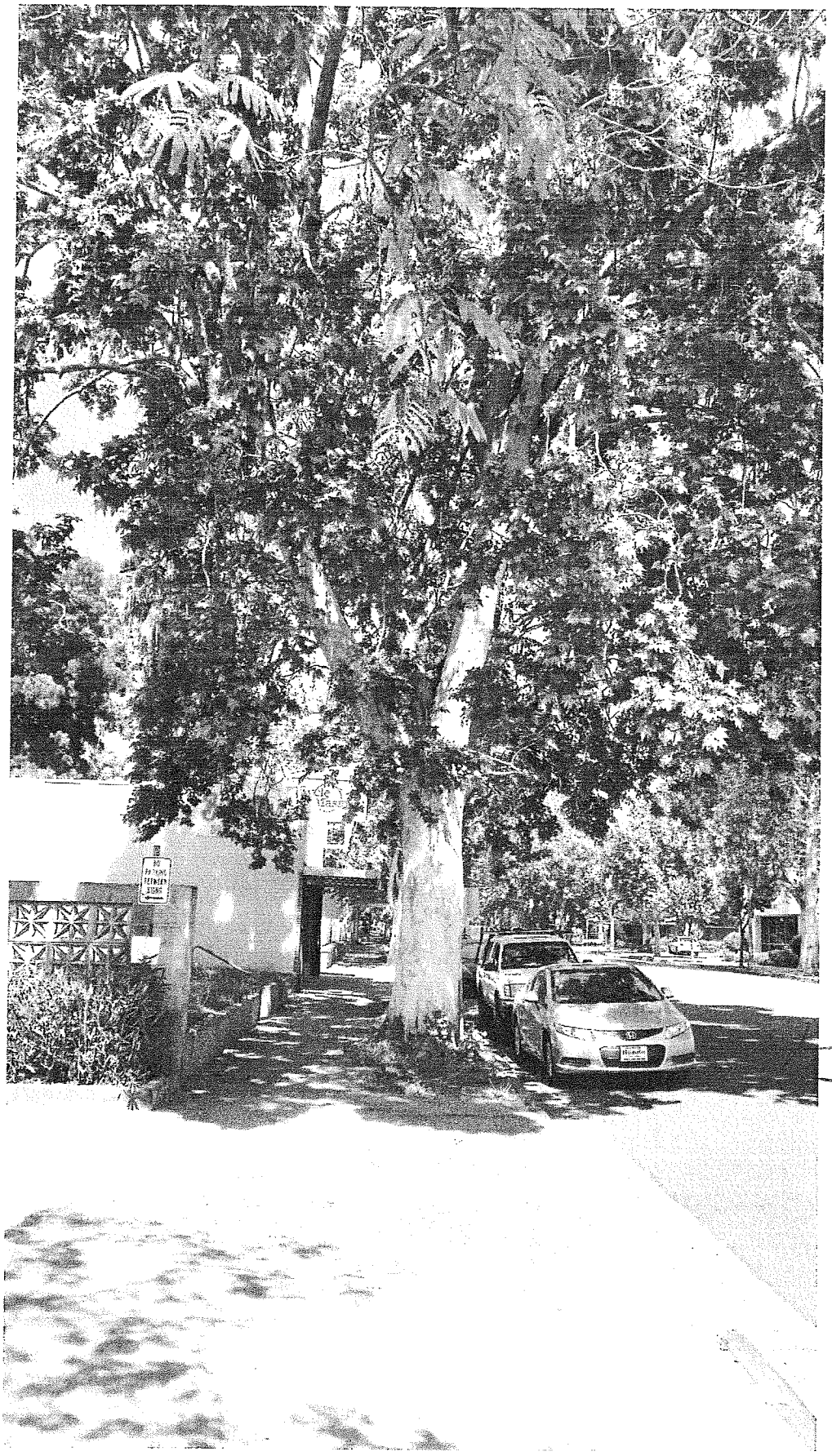

Imagery ©2016 Google, Map data ©2016 Google 50 ft

Tree over my car

601 E Main St
Turlock, CA 95380

I was parked here 4/20/16

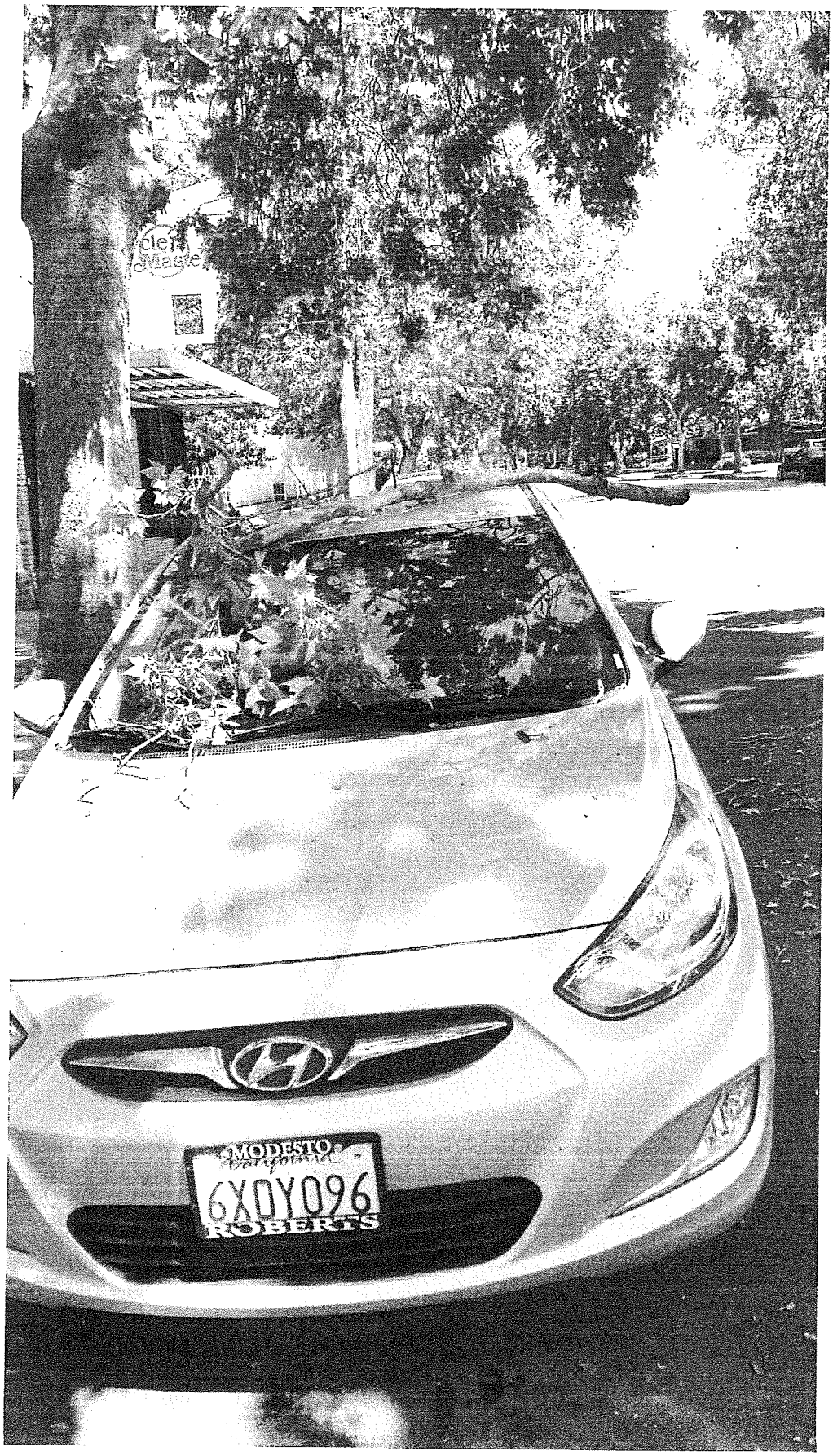
601 East main st.



Parked here 601 E. main St.

601 E. main st.

Tree branch that fell on my car and did damage 4/20/16




4/20/16

branch that fell on my car.

geico

Click here to enab

Gmail

Move to Inbox

COMPOSE

**Inbox (40)**
Starred
Important
Sent Mail
**Drafts (13)**
Circles
Friends
Family
Acquaintances
Following

Rubenia

# ***Information needed regarding GEICO Claim #03689735901

**Claim_Information_Request@geicomail.com** <Claim_Information_Request
to me

GEICO General Insurance Company

Claim #0368973590101030

Dear Rubenia Malone:

Please proceed to GEICO.com to schedule or reschedule your auto damage i

Should you have any questions throughout the claims process, do not hesitate information about how GEICO handles claims, visit www.geico.com.

Sincerely,

Adam Bishop
GEICO Internet Claims Department

In order to protect your privacy, please do not include personal information suc email. If you need to provide us with this information, you may log into your po

Click here to Reply or Forward

No Hangouts Contacts
Find someone

**1.94 GB (12%) of 15 GB used**
Manage

4/20/16

8A

# City Council Synopsis
**July 12, 2016**

From: Michael I. Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Resolution: Approving the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming and street sweeping pursuant to the terms and conditions of the Franchise Agreement

## 2. DISCUSSION OF ISSUE:

On October 29, 1991, the City of Turlock and Turlock Scavenger Company entered into a Franchise Agreement spanning forty-five (45) years (Resolution No. 91-246). According to the terms of the agreement, the contract is to be reviewed at the end of the fifteenth, twenty-fifth and thirty-fifth years for quality review purposes. On October 10, 2006, City Council approved the fifteen year review. October 2016 marks the end of the twenty-fifth year period.

In addition to providing for the removal and hauling of refuse, garden refuse and collectable recyclables, the Agreement was amended in 1992 and 1994 to include both tree trimming in alleys and street sweeping.

During the past ten (10) years, Turlock Scavenger has met all of the conditions of the Agreement and its various amendments. This determination is based upon a review of the Agreement terms, review of complaints received from customers, review of refuse and recyclable materials production, street sweeping performance, and knowledge of the Turlock Scavenger Company operation.

## 3. BASIS FOR RECOMMENDATION:

Staff has reviewed the contract and performed a review of the performance of Turlock Scavenger as it relates to the conditions of the Agreement. Based upon

OK for Agenda

this review, Turlock Scavenger is performing at a satisfactory level of service and in accordance with the terms of their Franchise Agreement.

**Policy Goal and Implementation Plan Initiative:**

**Policy Goal # 2** Fiscal Responsibility

**General Principles:**

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

**Action Item:**

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

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact**

No impact to the General Fund.

**Budget Amendment**

N/A

## 5. CITY MANAGER'S COMMENTS:

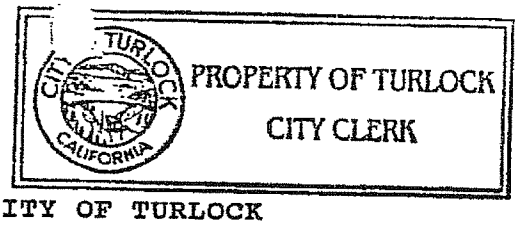
Recommend approval.

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Do not approve the twenty-five (25) year review. This alternative is not recommended. Failure to provide this twenty-five (25) year review would place the City in non-compliance with the Agreement. Furthermore, if the City Council fails to take action or determines Turlock Scavenger Company's performance is not satisfactory, then the contract for refuse, garden refuse, collectable recyclables, tree trimming and street sweeping shall not be extended.




**FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE TURLOCK SCAVENGER COMPANY, INC.**

THIS AGREEMENT is made and entered into on this 29th day of October of 1991 by and between the CITY OF TURLOCK (hereinafter referred to as "the City"), and the TURLOCK SCAVENGER COMPANY, INC. (hereinafter referred to as "Hauler"), pursuant to the provisions of Turlock Municipal Code, Section 6-3.112, and Public Resources Code, Section 40059, and is made with reference to the following facts and circumstances:

A. The City is desirous of making adequate provision for the handling of solid waste and is doing so as a subdivision of the State of California.

B. This Agreement and the arrangement provided for hereunder are a part of the City's contribution to the State's comprehensive program for solid waste management and resource recovery.

C. The Turlock City Council, having previously contracted with Hauler and Hauler having performed to the satisfaction of City, City (after a comprehensive selection process) wishes to extend the length of the Agreement pursuant to state and municipal codes; said term extension being critical to the procurement and financing of specialized equipment at costs most favorable to the City's rate payers and recycling compliance.

D. The parties to this Agreement are now desirous of entering into an agreement for a maximum period of forty-five (45) year duration divided into four (4) increments, with a quality review and renewal at various periods during the extended term,

whereby Hauler will have the exclusive right to remove refuse and collect recyclables within the corporate limits of the City.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. The term of this contract shall be for a period of forty-five (45) years commencing on October 29, 1991, and ending on October 29, 2036. The contract shall be subject to review at the end of the fifteenth, twenty-fifth, and thirty-fifth years for quality review purposes. It is agreed that the contract shall not be extended unless City's City Council makes the following finding at each review period: satisfactory performance by Hauler has been rendered in accordance with the terms and conditions of this Agreement.

Notwithstanding the foregoing, during the initial fifteen (15) year contract period only, should Hauler's capital expenditures in any contract year exceed ONE HUNDRED THOUSAND DOLLARS ($100,000.00), this contract will not be terminated for a period of three (3) years from the end of the contract year in which such expenditures were made, to permit Hauler the opportunity to amortize such expenditures over such three (3) year period. Such ONE HUNDRED THOUSAND DOLLAR ($100,000.00) sum shall be indexed each year on the anniversary date of this Agreement using the ENR Construction Price Index on an annualized basis. This provision applies only during the initial fifteen (15) year term and is not intended to provide a method of self-perpetuating this Agreement through the expenditure of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) after the initial fifteen (15) year period.

2. Hauler shall have the exclusive right and obligation to collect refuse and garden refuse and collect recyclables within the city limits of the City of Turlock.

3. The provisions of Title 6, Articles 3 and 4, of the Turlock Municipal Code, as they now exist or as they may be amended, and the Regulations adopted pursuant thereto, and any future amendments to said Regulations, are specifically incorporated herein and made a part hereof as if fully set forth in this Agreement.

4. The City shall in no way be excluded from conducting its ordinary operations of street cleaning, nor shall the terms of this Agreement in any way interfere with the right of the City to the full use of the streets. City will continue to clean and remove leaves from the street, and dispose of said leaves.

5. Hauler will pick up garbage, rubbish and garden refuse and recyclables from parks and other City facilities without charge to City.

6. The rates for collection of refuse shall be established in accordance with the Turlock Municipal Code, or as said Code may hereafter be amended; and it is expressly agreed and understood that the City reserves the right, in its sole discretion, to make reasonable changes in the rates for collection and disposal of refuse and garden refuse and recyclables, but in recognition of Hauler's debt incurred on the basis of this contract, the City will not decrease Hauler's fees while such debt service obligation exists. It is agreed that the rates for the

collection of refuse and recyclables at the commencement of this Agreement will be in accordance with the Resolution of the Turlock City Council which may be amended from time to time.

7. The City agrees to collect from the owners or occupants of all occupied premises within the city limits of the City of Turlock for said refuse and garden refuse and recyclables removal and for City's collection service, the charges or rates as specified in Paragraph 7 hereof, in the manner provided in said Turlock Municipal Code, and deposit the funds as provided in the Turlock Municipal Code, and within the first fifteen (15) days of each and every month during the term of the within contract shall, commencing January 1, 1992, pay to Hauler, eighty-five percent (85%) of the amount actually collected during the preceding month for services performed and rendered by Hauler, and City shall retain the remaining fifteen percent (15%) thereof as and for a collection charge. City may revise such percentages at intervals determined by the City to reflect the City's actual costs of collecting such funds.

8. In the event any customer of Hauler fails to pay the collection or service charge as provided in said Paragraph 7 hereof, Hauler will continue to collect refuse and recyclables from such customer until Hauler receives from the Director of Finance of City a notice in writing directing that the collection and disposal of refuse and garden refuse and recyclables shall cease from such defaulting customer(s), and the Hauler shall not collect refuse or recyclables from such customer until such time as Hauler is

notified in writing by the Director of Finance of City to again make collections of refuse and/or garden refuse and recyclables from such customer(s).

9. It is understood and agreed that Hauler is not an employee of the City, but an independent contractor. Hauler agrees to carry adequate Workers' Compensation Insurance on behalf of all its employees, and public liability insurance in amounts not less than provided in the Regulations adopted by City. Such liability policy shall name City as an additional insured and insure the contingent liability of the City, and the Hauler shall obtain the written consent of the insurance carrier that it will notify the City in writing at least thirty (30) days prior to any cancellation of such policy. Hauler shall file a Certificate of Insurance showing such coverage with the City Clerk of City.

10. Hauler hereby acknowledges that it has read and is familiar with the terms and provisions of the Turlock Municipal Code pertinent to this Agreement and the Regulations adopted herewith, and is cognizant of the fact that this contract may be revoked at any time for non-compliance by Hauler with the terms and provisions of said Turlock Municipal Code and said Regulations.

11. The City reserves to itself the right to make reasonable changes in the Turlock Municipal Code and the Regulations adopted pursuant thereto amended or changed in the future. It is particularly understood and agreed that the City shall not be liable for damages for failure to enforce said Turlock Municipal Code, nor shall such failure constitute a breach of this

contract entitling Hauler to rescission.

12. It is specifically understood and agreed that the existing family in ownership of Hauler shall not assign this contract or any rights or obligations hereunder without the prior written consent of the City Council of City.

13. Notwithstanding any other provision herein to the contrary, in the event Hauler fails to perform in accordance with the provisions of the within Agreement, City shall give written notice specifying the alleged grounds of the breach. Hauler shall thereafter have thirty (30) days to correct such breach, or if such breach cannot be corrected within thirty (30) days, Hauler shall have demonstrated reasonable diligence and good faith in remedying such breach and shall remedy such breach as soon as reasonably practicable. If said breach is not so corrected at the end of said thirty (30) day period, or in the case of breaches that cannot be cured within thirty (30) days, Hauler is not exercising due diligence and good faith in remedying such breaches and correcting them as soon as reasonably practicable, City may terminate this Agreement after a hearing before the City Council of City.

14. Hauler agrees to deposit with City a good and sufficient bond in the penal sum of FIVE THOUSAND DOLLARS ($5,000.00) conditioned upon Hauler faithfully performing during the term hereof, or any extension thereof.

15. Hauler may inspect the non-confidential financial records of City at all reasonable times, and City may inspect the financial records of Hauler at all reasonable times.

16. The Hauler agrees that in all matters regarding this Agreement, and Hauler's functions hereunder, the Hauler will, at its own cost and expense, comply with all laws, regulations and requirements of all federal, state, regional and local governmental authorities now in force, or which may hereafter be in force.

17. Hauler herein agrees to indemnify and hold harmless City from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of the work herein, which is for bodily injury, illness, or death, or for property damage, including loss of use, and caused in whole or in part by Hauler's negligent act or omission, or that of an agent of Hauler, or that of anyone employed by Hauler, or for whose act(s) Hauler may be liable, except where caused by active negligence, sole negligence or willful misconduct of the City.

18. In the event of a requested assignment or a change of ownership, in whole or in part, during the term of this Agreement, the City Council may, at its sole option, determine to terminate the Agreement and request new Proposals for selection of a Hauler. This provision shall not apply to changes of ownership within the existing family or extended family currently in ownership of Hauler and shall not apply to such transfers up to twenty-five percent (25%) of ownership, to non family members who are key employees providing ongoing management for Hauler.

This Agreement is hereby executed on this 24th day of October, 1991, by and between THE TURLOCK SCAVENGER COMPANY, INC., and by STEVE KYTE, CITY MANAGER OF THE CITY OF TURLOCK,

pursuant to the authority granted by Resolution No. 91-246 of the City Council of the City of Turlock, duly passed and adopted on the 22nd day of October, 1991, at Turlock, California.

TURLOCK SCAVENGER CO., INC.

Alan Marchant

By: Alan Marchant
Its: President

THE CITY OF TURLOCK

By: Steve Kyte
Its: City Manager

APPROVED AS TO FORM
AND LEGALITY

By: Angil P. Morris
Its: City Attorney

ATTEST: Linda K. Leitaker

Linda K. Leitaker, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND TURLOCK SCAVENGER COMPANY, INC. FOR THE PROVISION OF REFUSE COLLECTION SERVICES | RESOLUTION NO.91- 246 |

**WHEREAS**, the City of Turlock desires to make adequate provisions for the handling of solid waste; and

**WHEREAS**, the City of Turlock has selected Turlock Scavenger Company, Inc., after a comprehensive review of services rendered by the current provider were deemed satisfactory.

**WHEREAS**, pursuant to the TMC 6-3.112(d) and California Public Resources Code 40059, hereby finds and declares, based upon Turlock Scavenger Compnay, Inc.'s credentials, reputation and practices in providing refuse collection services, that it is in the interest of public health, safety and general welfare to enter into a new franchise agreement awarding same to Turlock Scavenger Company, Inc.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of Turlock does hereby authorize the City Manager to enter into and execute a franchise agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, expressly providing in paragraph two of provision three therein that exhibit "A" therin is only applicable and subject to City Council approval following a public hearing, eith the Turlock Scavenger Company, Inc., for the provision of refuse collection services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 1991, by the following vote:

AYES: Councilmembers Ratto, Hillberg and Mayor Andre

NOES: Councilmember Howard

ABSTAIN: Councilmember Palmberg

ABSENT: None

ATTEST:

Linda K. Leitaker

LINDA K LEITAKER, City Clerk
City of Turlock, County of
Stanislaus, State of California

PROPERTY OF TURLOCK
CITY CLERK

# AMENDMENT TO THE OCTOBER 29, 1991 FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE TURLOCK SCAVENGER COMPANY, INC.

This Amendment to the OCTOBER 29, 1991, FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE TURLOCK SCAVENGER COMPANY, INC., is made and entered into this 2 day of June, 1992.

## W I T N E S S E T H :

WHEREAS, the Turlock City Council adopted Resolution No. 91-246 on October 22, 1991, therein authorizing the CITY to enter into an agreement with the Turlock Scavenger Company, Inc., (hereinafter referred to as "Hauler") for the provision of refuse collection services; and

WHEREAS, provision 2 of said agreement provides that "Hauler shall have the exclusive right and obligation to collect refuse and garden refuse and collect recyclables within the city limits of the City of Turlock;" and

WHEREAS, said agreement was intended to grant the Hauler an exclusive franchise only for the collection of residential and commercial refuse and garden refuse and recyclables, but not an exclusive franchise for the collection of industrial refuse.

NOW, THEREFORE, the CITY OF TURLOCK and the TURLOCK SCAVENGER COMPANY, INC., mutually agree that provision 2 thereof is hereby amended to read as follows:

> "2. Hauler shall have the exclusive right and obligation to collect residential and commercial refuse and garden refuse and collect recyclables within the city limits of the City of Turlock but shall not have an exclusive right and obligation to collect industrial refuse."

CITY OF TURLOCK, A Municipal Corporation

By: _____
Steven H. Kyte, City Manager

TURLOCK SCAVENGER COMPANY, INC.

By: Alan Marchant, PRESIDENT
Alan Marchant, President

Approved as to form:
Turlock City Attorney

By: _____
Angil P. Morris, City Attorney

Attest:
Clerk of the City of Turlock,
State of California

By: Linda K. Leitaker
Linda K. Leitaker, CMC, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AMENDMENT TO THE OCTOBER 29, 1991 FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE TURLOCK SCAVENGER COMPANY, INC. | RESOLUTION NO. 92-040 |

WHEREAS, pursuant to City Council Resolution No. 91-246, adopted by the City Council on October, 22, 1991, the City of Turlock entered into a Franchise Agreement with the Turlock Scavenger Company, Inc. (hereinafter referred to as "Hauler") for the provision of refuse collection services; and

WHEREAS, said agreement provided the Hauler with the exclusive right and obligation to collect refuse and garden refuse and collect recyclables; and

WHEREAS, it was the intention of the parties to the above-referenced agreement to grant the Hauler an exclusive franchise only for the collection of residential and commercial refuse and garden refuse and recyclables, but not an exclusive franchise for the collection of industrial refuse.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of Turlock does hereby authorize the City Manager to enter into and execute an Amendment to the October 29, 1991, Franchise Agreement Between the City of Turlock and the Turlock Scavenger Company, Inc., reflecting the terms that limit the exclusive franchise to residential and commercial refuse, garden refuse and recyclables. A copy of said amendment is attached hereto, marked as Exhibit "A" and by this reference incorporated herein as though set forth in full.

PASSED AND ADOPTED by the City Council of the City of Turlock at a regular meeting this 10th day of March, 1992, by the following roll call vote:

AYES: Councilmembers Palmberg, Hillberg and Mayor Andre

NOES: Councilmember Howard

ABSTAIN: None

ABSENT: Councilmember Ratto

ATTEST:

Linda K. Leitaker

LINDA K. LEITAKER, CMC, City Clerk, City of Turlock, County of Stanislaus, State of California

AGREEMENT
Between
CITY OF TURLOCK
and
THE TURLOCK SCAVENGER COMPANY, INC.

This agreement is made and entered into this 5th day of August, 1992, by and between CITY OF TURLOCK, hereinafter called "CITY" and the TURLOCK SCAVENGER COMPANY, INC., hereinafter called "HAULER."

WITNESSETH

**WHEREAS,** CITY and HAULER made and entered into a franchise agreement whereby HAULER was granted the exclusive right and obligation to collect residential and commercial refuse, garden refuse, and recyclables within the city limits of CITY; and

**WHEREAS,** to facilitate HAULER's immediate need to gain access to alleyways for its new bigger refuse collection trucks and thereby provide alley collection service which it has traditionally performed, it is necessary to trim certain trees in alleyways within the city limits.

**NOW, THEREFORE, the parties hereto mutually agree to the foregoing and as follows:**

1. *CITY PERMISSION GRANTED; CONDITIONS ESTABLISHED:*

CITY grants permission for HAULER to trim certain trees in alleys when necessary to carry out the HAULER's obligation under the above-referenced franchise agreement and carry away the tree trimmings at no cost or charge to the CITY or to residents of the CITY in exchange for HAULER's agreement to do the following:

a. HAULER shall obtain an encroachment permit from the CITY at no cost to HAULER and shall comply with all conditions attached thereto, including, but not limited to, all CITY insurance requirements.

b. Any and all tree trimming activities carried out by HAULER in furtherance of this Agreement shall be subject to inspection by CITY and reimbursement by HAULER for damage done to CITY property.

c. HAULER shall have the responsibility to obtain the prior permission from all affected property owners before commencement of any tree trimming activity. CITY shall have no responsibility, obligation, or role in obtaining the property owner's permission.

2. *INDEMNIFICATION AND HOLD HARMLESS:*

a. HAULER shall hold CITY, its officers and employees harmless and indemnify and defend CITY, its officers and employees, against the payment of any and all costs and expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of HAULER, its officers and employees, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this Agreement.

b. HAULER expressly holds CITY, its officers and employees harmless from any and all costs and expenses, claims, suits and liability arising out of HAULER's failure to obtain a property owner's permission prior to the performance of any work, services or functions under this Agreement.

3. *INSURANCE REQUIREMENTS:*

HAULER hereby verifies that it is protected by Worker's Compensation Insurance and by General Liability Insurance for bodily injury and property damage pursuant to CITY insurance requirements, and will furnish certificates thereof upon request. HAULER assumes the risk of damage to its own supplies and equipment.

4. *NONASSIGNABILITY:*

HAULER may not assign its interest in this agreement without the prior written consent of the CITY.

5. *AMENDMENT:*

No conditions or representations, alterations, detractions from, nor additions to the terms hereof shall be valid unless written hereon or evidenced in writing and signed by authorized representatives of the CITY and the HAULER.

6. *ENTIRE AGREEMENT:*
This agreement contains the entire understanding and agreement of the parties.

By: _____
STEVEN H. KYTE, City Manager

By: _____
ALAN MARCHANT, President
Turlock Scavenger Company, Inc.

Attest:
Clerk of the City of Turlock,
State of California

By: _____
LINDA K. LEITAKER, City Clerk

Approved as to form:

By: _____
ANGIL P. MORRIS, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | |
|---|---|
| IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THE TURLOCK SCAVENGER COMPANY, INC. FOR TREE TRIMMING SERVICE IN ALLEYWAYS | RESOLUTION NO. 92-155 |

WHEREAS, pursuant to City Council Resolution No. 91-246, the City of Turlock entered into a Franchise Agreement with the Turlock Scavenger Company, Inc. (hereinafter referred to as "Hauler") for the provision of refuse collection services; and

WHEREAS, to facilitate HAULER's immediate need to gain access to alleyways for its bigger refuse collection trucks and thereby provide alley collection service which it has traditionally performed, it is necessary to trim certain trees in alleyways within the city limits; and

WHEREAS, HAULER has offered to perform the tree trimming service within the city limits at no cost or charge to the City of Turlock or the residents thereof.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of Turlock does hereby authorize the City Manager to enter into and execute an agreement, attached hereto as Exhibit "A," and incorporated herein by this reference, with the Turlock Scavenger Company, Inc. for tree trimming service within alleyways in the city limits.

PASSED AND ADOPTED by the City Council of the City of Turlock at a regular meeting on this 28th day of July, 1992, by the following roll call vote:

AYES: Councilmembers Ratto, Howard, Palmberg, Hillberg and Mayor Andre

NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:

LINDA K. LEITAKER, CMC, City Clerk, City of Turlock, County of Stanislaus, State of California

AMENDMENT to
FRANCHISE AGREEMENT
Between
the City of Turlock
and
Turlock Scavenger Company, Inc.

THIS AMENDMENT is made by and between the City of Turlock (hereinafter "CITY") and Turlock Scavenger Company, Inc. (hereinafter "HAULER") and is entered into on the 13th day of December, 1994, and is made with reference to the following facts and circumstances:

A. On October 29, 1991, the parties hereto entered into a Franchise Agreement to provide for the collection and disposal of solid waste within the corporate limits of CITY (hereinafter "Franchise Agreement"). The parties subsequently amended the Franchise Agreement on June 2, 1992 and August 5, 1992 (hereinafter "Amendments").

B. The parties desire to include within the scope of that agreement street sweeping and the disposal of the refuse collected thereby.

NOW, THEREFORE, the parties mutually agree as follows:

1. Paragraph 2 of the Franchise Agreement as subsequently changed by the Amendments is amended to read as follows:

"2. Hauler shall have the exclusive right and obligation to collect residential and commercial refuse, garden refuse, and recyclables within the city limits of the City of Turlock but shall not have an exclusive right and obligation to collect industrial refuse. Hauler shall further provide street sweeping services on the terms and conditions set forth in Addendum A attached hereto."

CITY OF TURLOCK, a municipal corporation

By: _____
Steven H. Kyte, City Manager

TURLOCK SCAVENGER COMPANY, INC.

By: _____

ATTEST:

By: _____
Rhonda Greenlee,
City Clerk

APPROVED AS TO FORM:

By: _____
Richard C. Burton,
City Attorney

# ADDENDUM A

HAULER agrees to provide street sweeping services and to dispose of the refuse collected thereby on the following terms and conditions:

1. Scope of Services

   A. HAULER shall sweep all streets (except those without curb and gutter) within the city limits of City and dispose of the refuse collected by those operations. The frequency of the street sweeping for the different areas of the City shall be as set forth on the map attached hereto as Exhibit A.

   B. HAULER shall sweep the downtown municipal parking lots as designated on Exhibit B attached hereto at least monthly and dispose of the refuse collected by those operations.

   C. HAULER shall sweep downtown commercial and industrial areas of the City between the hours of 2 a.m. and 5 a.m. only and shall submit for approval of the Municipal Services Manager a detailed map and schedule indicating days and times other areas of the city are to be swept.

   D. During the months of November, December, January and February, HAULER will coordinate the street sweeping schedule to facilitate and enhance the City's leaf pickup program.

   E. HAULER shall provide all equipment, vehicles, material, and labor necessary to perform the services set forth herein and shall pay all fees for disposal or any other cost connected with the obligations assumed herein. CITY agrees to provide at no cost all water necessary for the sweeping services and HAULER agrees to maintain and submit upon request a record of the water furnished under this paragraph.

   F. HAULER will provide CITY with copies of all dumping weight tags or other records which show the total tonnage disposed of and the disposal site location.

   G. HAULER may be required to perform extra sweeping services in addition to the routine sweeping called for by this Agreement.

2. Compensation

   A. CITY shall pay HAULER Twenty-five dollars and fifty cents ($25.50) for each lineal curb mile swept.

   B. CITY shall pay HAULER a fixed monthly rate of One Hundred Ninety Dollars ($190.00) for sweeping the downtown municipal parking lots.

C. When required by CITY to perform extra sweeping service, HAULER will be paid at the rate of Sixty Dollars ($60.00) per hour.

3. Invoices and Payment

A. Invoices. HAULER shall submit monthly invoices to CITY specifying the total lineal curb mile swept and the amount due.

B. Payment. All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice. CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to the City Council meeting date. 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 and reasons for such deletions shall be documented to HAULER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion. If dispute is settled, payment shall be by voucher or check payable to and mailed to HAULER immediately upon dispute settlement. CITY reserves the right only to pay for such services rendered to the satisfaction of CITY.

4. Term and Termination

It is the general intent of the parties that the term of this Amendment to the Franchise Agreement to provide and pay for street sweeping service be the same as the term of the Franchise Agreement. However, each party reserves the right to terminate the obligations set forth in this Addendum only without legal cause or excuse by giving ninety (90) days written notice of such intent to the other party. However, if during any 12 month period HAULER's capital expenditures exceed $100,000, CITY may not exercise its power of termination for a period of 36 months beginning at the end of the contract year during which said expenditures were made. Only capital expenditures approved by CITY will be included in calculating the $100,000.

5. Special Provisions

A. Complaints. HAULER shall maintain a local telephone number to receive complaints regarding sweeping service. All complaints shall be investigated and corrected, if necessary, by the end of the next working day after they are received. A log of complaints shall be prepared by HAULER and submitted to CITY on a monthly basis. The log shall contain items listing

the number and location of complaints, the time the complaint was received, the action taken on the complaint, and, if available, the name and telephone number of the complainant. Complaints received by CITY regarding sweeping and dumping of street sweeper refuse shall be relayed to HAULER's local number. In addition, any complaint brought to the attention of CITY's Municipal Services Department will be investigated independently by that department, and if the complaint is determined by the Municipal Services Manager (or his designee) to be valid, and action by HAULER to remedy the cause of the complaint has not been taken by the end of the next working day after receipt by CITY of the complaint, the Municipal Services Manager (or his designee) may order corrective action taken by departmental staff. The cost of remedial action, plus an administrative fee of $100 per occurrence, will be deducted by CITY from the subsequent monthly payment due HAULER.

B. Equipment. All equipment used in the performance of the services provided for herein must be approved by the Municipal Services Manager. HAULER will place decals on all equipment used. The decals shall clearly identify HAULER and shall provide a local telephone number.

C. License and permits. HAULER will obtain all necessary permits and licenses including a City business license.

D. Insurance. HAULER shall not commence work under this contract until proof of the insurance required under this section has been provided and such insurance shall have been approved by CITY as to form, amount, and carrier.

(i) Compensation Insurance: HAULER shall take out and maintain during the life of this contract, workers' compensation insurance for all his employees employed at the site of improvement, and in case any work is sublet, HAULER shall require subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by HAULER. In case any class of employees engaged in work under this contract at the site of the project is not protected under any workers' compensation law, HAULER shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. HAULER shall indemnify CITY for any damage resulting to it from failure of either HAULER or any subcontractor to take out or maintain such insurance.

(ii) Public Liability & Property Damage Insurance: HAULER shall take out and maintain during the life of this contract such public liability and property damage insurance naming CITY as additional insured as shall protect CITY, its elective and appointive boards, officers,

agents and employees, HAULER and any subcontractor performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from HAULER's or any operations by contractor or by any subcontractor or by anyone directly or indirectly employed by either contractor or any subcontractor, and the amount of such insurance shall be as follows:

Public Liability Insurance: In an amount not less than Three Hundred Thousand Dollars ($300,000) exclusive of interest and costs, on account of injury or death to any one person, and subject to the same limit as respects injury to or death of one person, not less than One Million Dollars ($1,000,000) exclusive of interest and costs, on account of any one occurrence resulting in injury or death of more than one person, and not less than One Hundred Thousand Dollars ($100,000) for damage to real or personal property.

(iii) Proof of Insurance: HAULER shall furnish CITY, through the City Clerk, concurrently with execution hereof, with City's Certificate of Insurance, or forms which are responsive to all of the information requested, and that each carrier shall give CITY at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

E. Nondiscrimination. In connection with the execution of this Agreement, HAULER shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. HAULER shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment without regard to 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. HAULER 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, HAULER shall comply with the provisions of Section 1735 of the California Labor Code.

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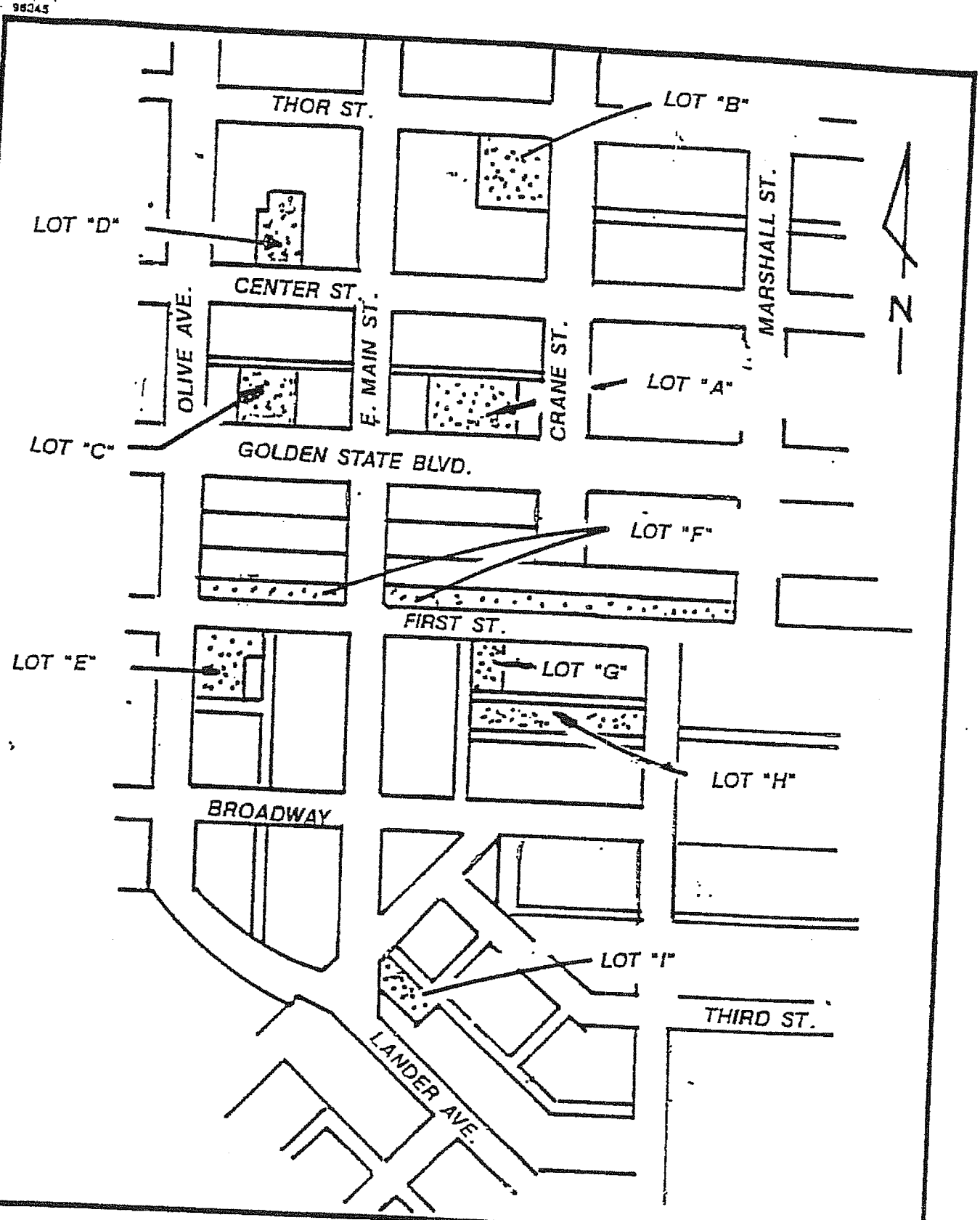


## EXHIBIT "B"

| | | |
|---|---|---|
| SCALE: | CITY OF TURLOCK | DRAWING NO. |
| DATE: | | |
| DR. BY: | APPROVED BY: | |
| CK. BY: | CITY ENGINEER RCE 16995 | COUNCIL APPROVED |

**AMENDMENT**
**TO**
THE OCTOBER 29, 1991 FRANCHISE AGREEMENT
BETWEEN THE CITY OF TURLOCK
AND THE TURLOCK SCAVENGER COMPANY, INC.

PROPERTY OF TURLOCK
CITY CLERK

This Amendment to the OCTOBER 29, 1991, FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND THE TURLOCK SCAVENGER COMPANY, INC., is made and entered into this 2 day of June, 1992.

W I T N E S S E T H :

WHEREAS, the Turlock City Council adopted Resolution No. 91-246 on October 22, 1991, therein authorizing the CITY to enter into an agreement with the Turlock Scavenger Company, Inc., (hereinafter referred to as "Hauler") for the provision of refuse collection services; and

WHEREAS, provision 2 of said agreement provides that "Hauler shall have the exclusive right and obligation to collect refuse and garden refuse and collect recyclables within the city limits of the City of Turlock;" and

WHEREAS, said agreement was intended to grant the Hauler an exclusive franchise only for the collection of residential and commercial refuse and garden refuse and recyclables, but not an exclusive franchise for the collection of industrial refuse.

NOW, THEREFORE, the CITY OF TURLOCK and the TURLOCK SCAVENGER COMPANY, INC., mutually agree that provision 2 thereof is hereby amended to read as follows:

> "2. Hauler shall have the exclusive right and obligation to collect residential and commercial refuse and garden refuse and collect recyclables within the city limits of the City of Turlock but shall not have an exclusive right and obligation to collect industrial refuse."

CITY OF TURLOCK, A Municipal Corporation

By: _____
Steven H. Kyte, City Manager

TURLOCK SCAVENGER COMPANY, INC.

By: Alan Marchant, PRESIDENT
Alan Marchant, President

Approved as to form:
Turlock City Attorney

By: _____
Angil P. Morris, City Attorney

Attest:
Clerk of the City of Turlock,
State of California

By: Linda K. Leitaker
Linda K. Leitaker, CMC, City Clerk

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

| | |
|---|---|
| **IN THE MATTER OF APPROVING THE TWENTY-FIVE (25) YEAR REVIEW OF THE FORTY-FIVE (45) YEAR FRANCHISE AGREEMENT BETWEEN THE CITY OF TURLOCK AND TURLOCK SCAVENGER COMPANY FOR THE PROVISION OF REFUSE, GARDEN REFUSE, AND RECYCLABLE MATERIAL COLLECTION, ALLEY TREE TRIMMING, AND STREET SWEEPING PURSUANT TO THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT** | **RESOLUTION NO. 2016-** |

**WHEREAS,** on October 29, 1991, the City of Turlock and Turlock Scavenger Company entered into a Franchise Agreement for a forty-five (45) year term (Resolution No. 91-246); and

**WHEREAS,** according to the terms of this Agreement, the contract is to be reviewed at the end of the fifteenth, twenty-fifth and thirty-fifth years for quality review purposes; and

**WHEREAS,** October of 2016 marks the end of the twenty-fifth year period; and

**WHEREAS,** staff has reviewed the performance of Turlock Scavenger during the previous ten (10) years, and finds that Turlock Scavenger has met all of the conditions of the agreement and its various amendments.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the twenty-five (25) year review of the forty-five (45) year Franchise Agreement between the City of Turlock and Turlock Scavenger Company for the provision of refuse, garden refuse, and recyclable material collection, alley tree trimming, and street sweeping pursuant to the terms and conditions of the Franchise Agreement.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of July, 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

8B

# *City Council Synopsis*
***July 12, 2016***

From: Gary R. Hampton, City Manager
Michael G. Pitcock, P.E. Development Services Director/City Engineer

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

Agendized by: Gary R. Hampton, City Manager

## 1. ACTION RECOMMENDED:

Motion: Providing direction to staff on how to proceed with Vice Mayor Bublak's request which was supported by Mayor Soiseth to discuss an annual allocation of a minimum amount of $100,000 for roadway improvements

## 2. DISCUSSION OF ISSUE:

During the June 28, 2016 Council meeting, Vice Mayor Bublak requested Council support of her request to convene discussions regarding allocation of a minimum amount of $100,000 annually for roadway improvements. Vice Mayor Bublak made this request under the agendized topic of "Future Items for Council Consideration." Mayor Gary Soiseth supported Vice Mayor Bublak's request and directed the City Manager to agendize the topic for Council consideration and discussion.

## 3. BASIS FOR RECOMMENDATION:

Vice Mayor Bublak stated during the June 28, 2016 Council meeting, that in her opinion, the City should demonstrate to the community the Council's commitment to improve roadways regardless of the outcome of the proposed countywide supplemental sales tax. The proposed tax would seek to improve local and regional roadways within Stanislaus County (County). Vice Mayor Bublak is seeking Council consideration for an annual appropriation of a minimum of $100,000, dedicated to local roadway improvements.

In June 2015, $50,000 was appropriated in the Fiscal Year 2015-16 budget to complete improvements to unspecified roadways, but these improvements were not completed due to staff assignment to time-sensitive projects with over $1.63 million in grant funding that could potentially be lost if certain deadlines were missed. Specifically, the Montana Park and Bernell sidewalk projects had to have

OK for Agenda

their grant funding expended by June 30, 2016 while the Fulkerth Road at Golden State Boulevard Intersection project had to have the construction grant funds obligated (design completed and funding requested) by July 29, 2016. For this reason staff was directed to prioritize the time-sensitive projects and did not complete or utilize the $50,000 for roadway improvements.

The primary funding for roadway improvements over the past five (5) years has come from either excise and sales tax generated from fuel purchases (Local Transportation Fund (LTF) and Gas Tax) or federal Surface Transportation Program (STP) funds. The state fuel excise and sales tax funds are fully encumbered for operational and maintenance costs, supporting street lighting, signalized intersection lights, pot hole repair, roadway striping, median maintenance as well as matching funds on federally reimbursable projects. The STP funds are fully encumbered on a project-by-project basis and can only be used for roadways classified as an expressway (Christoffersen Parkway), arterial (Monte Vista Avenue) or collector (South Avenue) on the California Roadway System map (most streets excluding local streets (High Street)).

As a general guide, the following table provides a guide on the linear distance $100,000 will cover.

| Type of treatment | Average length $100,000 will cover |
|---|---|
| Slurry Seal | 4,000 linear feet (3/4 Mile) |
| Micro Surface | 1,500 linear feet (1/4 Mile) |
| Asphalt Rubber Cape Seal | 1,000 linear feet (1/5 Mile) |
| Overlay | 500 linear feet (1/10 Mile) |
| Reconstruction | 250 linear feet (1/20 Mile) |

The treatments identified are included in the City's Pavement Maintenance Program along with the associated costs. The average length takes into consideration the differences in cost between a local, collector and arterial street. Treatment for a larger arterial road will not go as far as a smaller local road, due to width differences between these roads.

If the County supplemental sales tax supporting local and regional roadway improvements receives voter passage, any City funding allocated to roadway maintenance and repairs must continue and may not be supplanted by the supplemental tax.

**Policy Goal and Implementation Plan Initiative:**

**Policy Goal #4:** Municipal Infrastructure

**General Principles:**

1. Municipal infrastructure is integral to public safety and effective service delivery.
2. Municipal infrastructure is critical to retain and attract businesses.
4. Transportation infrastructure that serves the needs of the community
   (a) Well-maintained local streets and roads.

## 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact**
The Council may choose to allocate funds from General Fund 110 Reserve or any of the programs funded by the General Fund.

The fiscal impact will depend on the direction Council gives staff. Currently, there is not any allocation of funds identified above for roadway improvements such as those previously listed. Based on the direction of the Council, staff will identify a proposed fiscal impact at a later Council meeting.

## 5. CITY MANAGER'S COMMENTS:

None

## 6. ENVIRONMENTAL DETERMINATION:

N/A

## 7. ALTERNATIVES:

A. Not provide staff with direction to proceed pursuing an annual allocation of funds for roadway improvements.