

City Council Agenda



NOVEMBER 8, 2016

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Gary Soiseth

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

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

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

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

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

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

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

1. **A. CALL TO ORDER**

 B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:**
 - A. Recognition: Central San Joaquin Valley Risk Management Authority 2015-16 Safety Award Stretching Program Recipient, Public Maintenance Supervisor Ray Garcia

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

 B. STAFF UPDATES
 1. Public Transit Bus System Update (*Pitcock*)

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**B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS****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 9/29/16 in the amount of \$1,577,395.63; Demands of 10/6/16 in the amount of \$622,731.92; Demands of 7/31/16 in the amount of \$921,854.45
- B. Motion: Accepting Minutes of Regular Meeting of October 25, 2016
- C.
 - 1. Resolution: Determining City Project No. 16-72 "Blower Building No. 1 Re-roof" is exempt from the provisions of the 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 \$43,727 (Fund 410), with Pacific Valley Roofing Inc. of Ceres, California, for City Project No. 16-72 "Blower Building No. 1 Re-roof"
 - 3. Resolution: Appropriating \$7,000 to account number 410-51-534.44159 "Blower Bldg #1 Reroof" to be funded from Fund 410 Water Quality Control reserves for City Project No. 16-72 "Blower Building No. 1 Re-roof" to complete the necessary funding required for this project
- D. Motion: Accepting the Development Fee Annual Report for Fiscal Year 2015-16 in accordance with Section 66006 of the Government Code
- E. Resolution: Appropriating \$54,003 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to provide funds to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project
- F. Motion: Approving an Agreement between the City of Turlock and Turlock Unified School District to offer youth basketball programs for the City of Turlock, in an annual amount not to exceed \$9,500 and a total amount of \$28,500 for a period of thirty-six (36) months
- G. Motion: Approving an Agreement between the City of Turlock and Larry Walker Associates for Delta Mendota Canal nutrient and algae sample collection and analysis services, in an amount not to exceed \$158,673 during the term of the contract, from account number 410-51-530.43316 "NPDES Permit Studies"

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- H. Motion: Approving the purchase of a 2016 McLaughlin VX50-500 vacuum excavator with hydraulic jack through the National Joint Powers Alliance (NJPA) cooperative contract purchasing of which the City of Turlock is a member (Member #101769), without compliance to the formal bid procedure in accordance with Turlock Municipal Code Section 2-7-08(b)(5), in the total amount of \$65,012.50
 - I. Motion: Approving an Addendum to an Agreement between the City of Turlock and Delta Wireless, Inc., adding insurance requirements for City Contract No. 16-146 and Service Provider's Contract No. S02000128

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: None

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

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019 and will be brought back to the City Council no earlier than December 13, 2016, unless otherwise specified by the Mayor or a majority of the Council.

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: None

13. ADJOURNMENT

4B,

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

MONTE VISTA CROSSINGS LLC
1855 OLYMPIC BLVDSTE 250
WALNUT CREEK, CA 94596

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382

SAMRAN & SONS FARMING CO
4111 MOUNTAIN VIEW ROAD
TURLOCK, CA 95382

MARIA SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

MY GLOBAL REALTY
621 14TH STREET STE E
MODESTO, CA 95354

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

RECEIVED

SEP 20 2016

Office of the
City Clerk

4B₂

JUL 12 2016

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

RECEIVED **4B₃**

JUL 18 2016

Office of the
City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

RECEIVED 4B₄

July 26, 2016

JUL 18 2016

Top Ten/Maximum Contributors
Councilmember Steven Nascimento

Office of the
City Clerk

1. Steven Nascimento
2. Manuel Vieira
3. Stephen Smith
4. Marc Dias
5. LeeAnn Dias
6. Alan Marchant
7. Northern California Carpenters Regional Council
8. IBEW Local 684 PAC
9. Pageo Lavendar Farm
10. Exit Realty Consultants

4B5
RECEIVED

JUL 12 2016

Office of the
City Clerk

Associated Feed
California Poultry Association
Dean Doerksen
George Petrulakis
Hall Equities
JKB Living
John Ferrari
Mark and Dana Kirkes
Michael and Kristy Frantz
Michael and Deborah Ireland
Michael McNulty
Pacific Gas and Electric
Peter and Maia Cipponerri
Prospector, LLC
Toscana's Ristorante

*Please note that there are more than ten names listed because I am providing BOTH my "top ten contributors" and (not "or") a list of "all maximum contributors" for the period between Nov 4, 2014 and next election on Nov 6, 2018.

Gary Soiseth

Mayor

City of Turlock, California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 09/29/16 IN THE }
AMOUNT OF \$1,577,395.63; }
WEEKLY DEMANDS OF 10/06/16 IN THE }
AMOUNT OF \$622,731.92; }
MONTHLY DEMANDS OF 07/31/16 IN THE }
AMOUNT OF \$921,854.45 }
_____ }

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:
09/29/16	\$1,577,395.63
10/06/16	\$622,731.92
07/31/16	\$921,854.45

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th 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

OK for Agenda
Phm H. R. H.

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108734	09/27/2016	Open			Utility Management Refund	AUTRAND, SCOTT	\$60.18		
Account Type: Single Family Res Metered Account Number: 49441-003 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$60.18									
108735	09/27/2016	Open			Utility Management Refund	GARRETT, ANGELA, V	\$107.96		
Account Type: Single Family Res Metered Account Number: 216356-005 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$107.96									
108736	09/27/2016	Open			Utility Management Refund	ISIRDIA, SANDRA, LUZ	\$55.20		
Account Type: Single Family Res Metered Account Number: 148563-004 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$55.20									
108737	09/27/2016	Open			Utility Management Refund	JEZIORSKI, JOHN	\$107.67		
Account Type: Single Family Res Metered Account Number: 749206-001 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$107.67									
108738	09/27/2016	Open			Utility Management Refund	KAUR, AMANPREET	\$272.53		
Account Type: Single Family Res Metered Account Number: 425907-002 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$272.53									
108739	09/27/2016	Open			Utility Management Refund	PUEBLA, SARAH, CATRINA	\$130.89		
Account Type: Single Family Res Metered Account Number: 143898-002 Description: MOVE-OUT CREDIT Payer: Cash Account Transaction Date: 09/27/2016 Transaction Type: Refund Amount: \$130.89									

5A,

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Utility Management Refund PUTNAM, KAYLEE \$64.01

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	219770-008	MOVE-OUT CREDIT	09/27/2016	Refund	
420 - WATER		Cash Account			\$64.01
		420.11000 (Cash)			

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	400327-002	MOVE-OUT CREDIT	09/27/2016	Refund	
420 - WATER		Cash Account			\$176.20
		420.11000 (Cash)			

Invoice	Date	Description	Accounts Payable	Amount
1-662758	09/21/2016	RENTAL TEMPORARY RESTROOM AT THE TURLOCK REGIONAL TRANSIT CENTER	A & A PORTABLES INC	\$152.29
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		\$152.29

Invoice	Date	Description	Accounts Payable	Amount
3032	09/23/2016	FY 2016-2017 MOU Agreement	ALLIANCE	\$30,000.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$30,000.00

Invoice	Date	Description	Accounts Payable	Amount
000008609896	09/26/2016	BAN #9391034901 (T1 - 4-way split)	AT&T / CALNET 3	\$165.95
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$110.53
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$27.71
420 - WATER		420.11000 (Cash)		\$27.71

Invoice	Date	Description	Accounts Payable	Amount
9/29/2016	09/29/2016	Multiple Calnet 3 Accounts paid on 9/29/16 (Aug - Sept 2016)	AT&T / CALNET 3	\$6,044.77
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$5,371.42
205 - Sports Facilities		205.11000 (Cash)		\$47.33
255 - CDBG		255.11000 (Cash)		\$15.91
405 - Building		405.11000 (Cash)		\$15.28
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$240.77

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

420 - WATER	420.11000 (Cash)	\$45.37
426 - Transit - Fixed Route	426.11000 (Cash)	\$70.05
501 - Information Technology	501.11000 (Cash)	\$97.40
502 - Engineering	502.11000 (Cash)	\$16.32
505 - Fleet	505.11000 (Cash)	\$124.92

108746 09/29/2016 Open Invoice Accounts Payable AT&T INFO SYSTEM Amount \$378.42

0602078270	09/26/2016	Acct #8000-892-5697 / DOJ PD Line	\$378.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$378.42

108747 09/29/2016 Open Invoice Accounts Payable BARTKIEWICZ KRONICK & SHANAHAN Amount \$2,262.10

8-31-2016	09/21/2016	SRWA - Profession legal services for August 2016	\$2,262.10
Paying Fund		Cash Account	Amount
950 - SRWA		950.11000 (Cash)	\$2,262.10

108748 09/29/2016 Open Invoice Accounts Payable BENDER ROSENTHAL, INC. Amount \$466.25

16090-2	09/21/2016	SR16-02, 0828 Fulkerth 99	\$466.25
Paying Fund		Cash Account	Amount
305 - Capital Facility Fees		305.11000 (Cash)	\$466.25

108749 09/29/2016 Open Invoice Accounts Payable BLX GROUP LLC Amount \$2,250.00

41612-8700082516	09/21/2016	Interim Arbitrage Rebate Services 2006 TABs	\$2,250.00
Paying Fund		Cash Account	Amount
621 - Successor Agency - Non LMI		621.11000 (Cash)	\$2,250.00

108750 09/29/2016 Open Invoice Accounts Payable BONANDER TRUCKS Amount \$105.55

728169	09/27/2016	E32 LAMP	\$105.55
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$105.55

108751 09/29/2016 Open Invoice Accounts Payable BRENEMAN INC Amount \$18,715.00

P#14-24,PP4	09/21/2016	14-24 STORM DRAIN REPAIRS ON COUNTRYSIDE DR	\$18,715.00
Paying Fund		Cash Account	Amount
413 - WQC-Capital Expansion Reserve		413.11000 (Cash)	\$18,715.00

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

\$19,524.68

Open

09/29/2016 Invoice

108752

Accounts Payable BURTON'S FIRE APPARATUS

Date	Description	Amount
09/27/2016	E31 AC COMPRESSOR	\$3,704.32
09/27/2016	E33 REPLACE FRONT BRAKES	\$10,255.25
09/27/2016	NEW COMMAND VEH ALUM	\$564.93
09/27/2016	PHOS CHECK A FOAM GAL ST 1	\$4,646.82
09/27/2016	STROBE ASSY	\$146.94
09/27/2016	GRAB HANDLE	\$62.97
09/27/2016	STROBE TUBE 6E LINEAR	\$143.45
	Cash Account	Amount
	110.11000 (Cash)	\$18,959.75
	506.11000 (Cash)	\$564.93

\$2,436.63

Open

09/29/2016 Invoice

108753

Accounts Payable CAL TRAFFIC SIGNS INC

Date	Description	Amount
09/26/2016	MISC SIGNS FOR STREETS	\$2,436.63
	Cash Account	Amount
	217.11000 (Cash)	\$2,436.63

\$50.00

Open

09/29/2016 Invoice

108754

Accounts Payable CALIFORNIA STATE UNIVERSITY STANISLAUS

Date	Description	Amount
09/27/2016	2 AC APPLICANTS LIVESCAN - SENT TO CSUS FOR PRINTS	\$50.00
	Cash Account	Amount
	110.11000 (Cash)	\$50.00

\$381,553.23

Open

09/29/2016 Invoice

108755

Accounts Payable CASCADE FIRE EQUIP CO

Date	Description	Amount
09/27/2016	SCBA PURCHASE	\$381,553.23
	Cash Account	Amount
	240.11000 (Cash)	\$381,553.23

\$288.66

Open

09/29/2016 Invoice

108756

Accounts Payable CHARTER COMMUNICATIONS

Date	Description	Amount
09/26/2016	8203 13 005 0071862 / Muni Internet	\$69.98
09/26/2016	8203 13 005 0071896 / IT Internet	\$65.00
09/26/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)	\$153.68
	Cash Account	Amount
	110.11000 (Cash)	\$153.68
	410.11000 (Cash)	\$69.98
	501.11000 (Cash)	\$65.00

\$107.25

Open

09/29/2016 Invoice

108757

Accounts Payable CODE PUBLISHING COMPANY

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Amount
54164	09/23/2016	Muni Code Update	\$107.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$107.25
108758	09/29/2016	Open	
Invoice		Accounts Payable	COMBINED BENEFITS ADMINISTRATORS
Ck Run 9/28/16	09/28/2016	Ck Run for 9/28/16 FY 16/17	\$67,575.01
Ck Run 9/28/16-2	06/30/2016	Ck Run 9/28/16 FY 15/16	\$1,339.97
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$68,914.98
108759	09/29/2016	Open	
Invoice		Accounts Payable	DELL MARKETING LP
XJXND78D3	06/30/2016	Engineering/Building Scan Stations	\$2,248.92
XK1P5F1X2	06/30/2016	CR Memo for inv#XJXND78D3/di	(\$92.55)
XJXN8W3W6	06/30/2016	(5)Precision computers-Engineering	\$13,244.80
XK1P5F213	06/30/2016	CR MEMO-Disc. not on original inv#XJXN8W3W6	(\$756.87)
XJXN97CK4	06/30/2016	(5) Computers for IT-Dell Precision Tower	\$11,966.31
XJXNKDNJ6	06/30/2016	(9) computers Fire-(1) Computer Engineering	\$11,010.06
XK1P5F1P7	06/30/2016	CR memo-disc for inv#XJXNKDNJ6	(\$481.08)
DPS-321589885	06/30/2016	CR memo for inv#XJXN97CK4	(\$666.04)
Paying Fund		Cash Account	Amount
242 - Computer Replacement		242.11000 (Cash)	\$36,473.55
108760	09/29/2016	Open	
Invoice		Accounts Payable	DELTA WIRELESS & NETWORK
70880	06/30/2016	SPEAKER RADIO EQUIPMENT - WORK COMP	\$4,915.63
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$4,915.63
108761	09/29/2016	Open	
Invoice		Accounts Payable	ECONOMIC & PLANNING INC
162040-1	09/21/2016	CFD #1 Admin for 2016-17	\$4,200.00
Paying Fund		Cash Account	Amount
705 - NW Triangle Mello Roos (CFD #1)		705.11000 (Cash)	\$4,200.00
108762	09/29/2016	Open	
Invoice		Accounts Payable	ENGINEERED FIRE SYST INC
11792	09/27/2016	AUGUST 2016	\$1,800.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,800.00

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	FEDERAL EXPRESS	Amount
108763	09/29/2016	Open			\$655.83
5-548-30854	09/26/2016	Statement 9/16/16 - Shipping Charges			\$655.83
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$449.18
205 - Sports Facilities		205.11000 (Cash)			\$8.80
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$197.85
108764	09/29/2016	Open			\$102,362.44
11255910	09/21/2016	DART/BLAST TRANSIT SVS- JULY SVS	Accounts Payable	FIRST TRANSIT INC	Amount
11264347	09/21/2016	DART/BLAST TRANSIT SVS -AUGUST SVS			\$48,875.16
Paying Fund		Cash Account			\$53,487.28
425 - Transit - Dial-A-Ride		425.11000 (Cash)			Amount
426 - Transit - Fixed Route		426.11000 (Cash)			\$29,640.09
					\$72,722.35
108765	09/29/2016	Open			\$19,308.34
90108920	09/21/2016	ELECTRONIC TRANSIT FAREBOX UPGRADES-	Accounts Payable	GENFARE	Amount
90109119	09/21/2016	SOLE SOURCE			\$17,328.71
90109186	09/21/2016	15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES			\$150.00
Paying Fund		15-81 ELECTRONIC TRANSIT FAREBOX UPGRADES			\$1,829.63
426 - Transit - Fixed Route		Cash Account			Amount
		426.11000 (Cash)			\$19,308.34
108766	09/29/2016	Open			\$3,860.00
000091616	09/26/2016	Team registration fees-invoice dated 9/16/16	Accounts Payable	GREATER SAN JOAQ ASA METR	Amount
Paying Fund		Cash Account			\$3,860.00
110 - General Fund		110.11000 (Cash)			Amount
					\$3,860.00
108767	09/29/2016	Open			\$127.00
K4603101	09/26/2016	SCISSOR 19' X 20' ELECTRIC SCISSORS	Accounts Payable	HOLT OF CALIFORNIA INC	Amount
Paying Fund		Cash Account			\$127.00
301 - Capital Improvements		301.11000 (Cash)			Amount
					\$127.00
108768	09/29/2016	Open			\$650.00
5237394531	09/27/2016	SCBA POSICHECK SERVICE	Accounts Payable	HONEYWELL ANALYTICS/BIOSYSTEMS	Amount
Paying Fund		Cash Account			\$650.00
					Amount

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	JCS PROPERTIES LLC	Amount
110 - General Fund					\$650.00
09/29/2016	09/27/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM			\$2,471.96
Paying Fund		Cash Account			Amount
625 - Successor Agency - LMI		625.11000 (Cash)			\$2,471.96
09/29/2016	09/26/2016	W/C CLAIM ADMIN, INDEMNITY CLAIM COUNT	KEENAN & ASSOCIATES		\$3,900.00
Paying Fund		Cash Account			Amount
510 - Workers Compensation Ins		510.11000 (Cash)			\$3,900.00
09/29/2016	09/26/2016	LEHIGH HANSON INC			\$372.01
Paying Fund		Cash Account			Amount
217 - Streets - Gas Tax		217.11000 (Cash)			\$372.01
09/29/2016	09/26/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS	MADRUGA BROS ENT INC		\$101.50
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$476.00
205 - Sports Facilities		205.11000 (Cash)			\$3.50
255 - CDBG		255.11000 (Cash)			\$3.50
405 - Building		405.11000 (Cash)			\$3.50
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$59.50
420 - WATER		420.11000 (Cash)			\$28.00
501 - Information Technology		501.11000 (Cash)			\$7.00
502 - Engineering		502.11000 (Cash)			\$21.00
09/29/2016	09/26/2016	MAGIC SANDS MOBILE HOME PARK			\$311.97
Paying Fund		Cash Account			Amount

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	Amount
108774	09/29/2016	Open	MERCED COMMUNITY COLLEGE	\$529.00
Invoice	06/30/2016	Customer Service Academy Courses-June 7/14 2016		\$529.00
2836829	09/27/2016	Cash Account		\$345.00
Paying Fund		110 - General Fund		\$23.00
		255 - CDBG		\$161.00
		410 - WATER QUALITY CONTROL (WQC)		
108775	09/29/2016	Open	MULBERRY MOBILE PARK	\$257.68
Invoice				
Oct 2016	09/27/2016	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM		\$257.68
Paying Fund		Cash Account		
625 - Successor Agency - LMI		625 - 11000 (Cash)		\$257.68
108776	09/29/2016	Open	MUNICIPAL EMERGENCY SERVICES, INC.	\$15,805.81
Invoice				
IN1059033	09/27/2016	PPE GEAR TURNOUTS		\$4,515.95
IN1055220	06/30/2016	NEW FF PPE STRUCT GEAR - ARRIVED MAY 2016		\$11,289.86
Paying Fund		Cash Account		
110 - General Fund		110 - 11000 (Cash)		\$15,805.81
108777	09/29/2016	Open	NEXT LEVEL PARTS INC	\$206.38
Invoice				
8577-188825	09/27/2016	PICK UP TRUCK BATTERY		\$206.38
Paying Fund		Cash Account		
110 - General Fund		110 - 11000 (Cash)		\$206.38
108778	09/29/2016	Open	PARK PLACE TECHNOLOGIES LLC	\$215.04
Invoice				
D17013M-116138	09/22/2016	NETAPP STORAGE 10/1/16-10/31/16		\$215.04
Paying Fund		Cash Account		
110 - General Fund		110 - 11000 (Cash)		\$69.84
501 - Information Technology		501 - 11000 (Cash)		\$145.20
108779	09/29/2016	Open	PRESORT CTR STOCKTON INC	\$9,321.35
Invoice				
93441	09/22/2016	SEPT 2016 UT BILLING & AUG 2016 DELINQ NOTICES		\$9,321.35

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
110 - General Fund			Cash Account		
			110.11000 (Cash)		\$3,107.12
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,107.12
420 - WATER			420.11000 (Cash)		\$3,107.11
108780	09/29/2016	Open		RANDIK PAPER CO	\$1,821.63
	Invoice				
	106404A	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$19.63
	106748	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$376.34
	106748A	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$34.62
	107166	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$398.73
	107166A	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$113.20
	107544	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$255.67
	107873	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$338.33
	108114	09/26/2016	JANITORIAL PAPER AND CLEANING SUPPLIES		\$302.38
	109525	09/26/2016	CREDIT MEMO - REF INV #106748A		(\$17.27)
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,821.63
108781	09/29/2016	Open		ROBERT HALF INTERNATIONAL dba OFFICE TEAM	\$840.00
	Invoice				
	46561314	09/20/2016	TEMPORARY STAFFING FOR FINANCE		\$840.00
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$840.00
108782	09/29/2016	Open		ROMEO MEDICAL CLINIC	\$1,111.00
	Invoice				
	STMT DATE-9/7/16	09/27/2016	STMT DATE-9/7/16-WORK WELLNESS - MEDICAL SERVICES		\$1,111.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$543.00
	217 - Streets - Gas Tax		217.11000 (Cash)		\$69.00
	246 - Landscape Assessment		246.11000 (Cash)		\$99.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$138.00
	420 - WATER		420.11000 (Cash)		\$215.00
	501 - Information Technology		501.11000 (Cash)		\$47.00
108783	09/29/2016	Open		SHARPENING SHOP	\$20.00
	Invoice				
	220690	09/27/2016	SHARPENING		\$20.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$20.00

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

\$1,345.14

Accounts Payable SILVERADO AVIONICS INC

108784 09/29/2016 Open Invoice

Date	Description	Amount
09/27/2016	BK PORTABLE RADIO AND ACCESSORIES	\$1,345.14
	Cash Account	Amount
	110.11000 (Cash)	\$1,345.14

\$53,615.82

Accounts Payable SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC

108785 09/29/2016 Open Invoice

Date	Description	Amount
09/21/2016	15-43 MONTANA NEIGHBORHOOD PARK	\$53,615.82
	Cash Account	Amount
	269.11000 (Cash)	\$53,615.82

\$24,012.03

Accounts Payable T I D

108786 09/29/2016 Open Invoice

Date	Description	Amount
09/26/2016	Multiple COT Accounts paid on PO 275	\$23,378.77
09/26/2016	000208-030977-0003 / 144 S Broadway	\$25.19
09/26/2016	000208-030977-0005 / 144 S Broadway	\$293.21
09/26/2016	000208-009528-0002 / 301 Starr Ave (Closing bill)	\$37.81
09/26/2016	000208-009528-0003 / 301 Starr Ave	\$111.41
09/26/2016	000208-009528-0003 / 301 Starr Ave (Closing bill)	\$165.64
	Cash Account	Amount
	110.11000 (Cash)	\$2,068.80
	205.11000 (Cash)	\$5,233.86
	216.11000 (Cash)	\$13,401.98
	420.11000 (Cash)	\$1,561.12
	426.11000 (Cash)	\$281.25
	505.11000 (Cash)	\$1,465.02

\$99.00

Accounts Payable THORSENS INC

108787 09/29/2016 Open Invoice

Date	Description	Amount
09/27/2016	SEWER MACHINE	\$99.00
	Cash Account	Amount
	110.11000 (Cash)	\$99.00

\$9,353.62

Accounts Payable TJKM TRANSPORT CONSULTANT

108788 09/29/2016 Open Invoice

Date	Description	Amount
06/30/2016	DOWNTOWN PARKING PLAN 6/1/16-7/31/16	\$9,353.62
	Cash Account	Amount
	305.11000 (Cash)	\$9,353.62

\$13,093.65

Accounts Payable TURLOCK RURAL FIRE DEPARTMENT

108789 09/29/2016 Open Invoice

Date	Description	Amount
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Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	TURLOCK SCAVENGER CO INC	Amount
2015.16	09/21/2016	2015-16 Payment on WISP Annexation Agreement			\$13,093.65
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$13,093.65
108790	09/29/2016	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00
Invoice					Amount
SEP 2016 PAYMENT	09/22/2016	SEPTEMBER 2016 PAYMENT			\$700,000.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$700,000.00
108791	09/29/2016	Open	Accounts Payable	TYLER TECHNOLOGIES INC.	\$7,000.00
Invoice					Amount
030-3789	09/26/2016	Unlimited Site Licenses			\$7,000.00
Paying Fund		Cash Account			Amount
240 - Small Equipment Replacement		240.11000 (Cash)			\$5,798.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$601.00
420 - WATER		420.11000 (Cash)			\$601.00
108792	09/29/2016	Open	Accounts Payable	UTILITY TOOL COMPANY INC	\$1,027.00
Invoice					Amount
IN14097	09/26/2016	PIPEHORN 800H PIPE & CABLE LOCATOR			\$1,027.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$308.10
205 - Sports Facilities		205.11000 (Cash)			\$256.75
217 - Streets - Gas Tax		217.11000 (Cash)			\$154.05
246 - Landscape Assessment		246.11000 (Cash)			\$154.05
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$154.05
108793	09/29/2016	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$1,636.35
Invoice					Amount
CL69446	09/27/2016	9/1/16 - 9/14/16 FUEL CHARGES			\$526.87
CL68972	09/27/2016	8/1/16 TO 8/15/16 FUEL CHARGES			\$469.02
CL69214	09/27/2016	8/17/16 TO 8/31/16 FUEL SURCHARGES			\$640.46
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$1,636.35
108794	09/29/2016	Open	Accounts Payable	VERIZON WIRELESS	\$356.84
Invoice					Amount
9769776046	09/27/2016	FIRE JUL 04 - AUG 03			\$178.07
9771427042	09/27/2016	FIRE AUG 04 - SEP 03			\$178.77
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$356.84

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	Amount
108795	09/29/2016	Open	WESTERN VIEW MOBILE RANCH	\$2,429.41
Invoice				
Oct 2016	09/27/2016	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		\$2,429.41
Paying Fund		Cash Account		Amount
625 - Successor Agency - LMI		625.11000 (Cash)		\$2,429.41
108796	09/29/2016	Open	WESTFORK ESTATES	\$557.08
Invoice				
Oct 2016	09/27/2016	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM		\$557.08
Paying Fund		Cash Account		Amount
625 - Successor Agency - LMI		625.11000 (Cash)		\$557.08
108797	09/29/2016	Open	ALBERTI, MARK	\$220.00
Invoice				
TR 3957-PER DIEM	09/28/2016	TR 3957-PER DIEM-SRO TRAINING-MCCLELLAN		\$220.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$220.00
108798	09/29/2016	Open	AMERICAN RIVER COLLEGE	\$242.00
Invoice				
TR 3957-TUITION	09/28/2016	TR 3957-TUITION-ALBERTI/ULRICH-SRO TRAINING-MCCLELLAN		\$242.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$242.00
108799	09/29/2016	Open	BAILEY ENTERPRISES INC.	\$6,600.00
Invoice				
EP 15-190E	09/21/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 15-190E		\$6,600.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$6,600.00
108800	09/29/2016	Open	C. T. BRAYTON & SONS INC.	\$5,117.20
Invoice				
EP 15-219E	09/21/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 15-219E		\$5,117.20
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$5,117.20
108801	09/29/2016	Open	DEHART, BILL	\$262.01
Invoice				
TR 3988-Advance	09/27/2016	TR 3988-Per diem,parking,mileage-League of CA Cities Annual Conf		\$262.01

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Paying Fund	Date	Description	Account Type	Amount
110 - General Fund		Cash Account		\$262.01
110.11000 (Cash)				
108802	09/29/2016	Open	Accounts Payable	\$226.98
Invoice			Eddy, Sarah	
425894648022	09/20/2016	Hotel Registration		\$226.98
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$226.98
108803	09/29/2016	Open	Accounts Payable	\$60.00
Invoice			GARCIA, RAYMOND	
Reimbursement	09/26/2016	REIMBURSEMENT FOR PESTICIDE CERTIFICATION		\$60.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$60.00
108804	09/29/2016	Open	Accounts Payable	\$245.00
Invoice			GARCIA, RAYMOND	
Reimbursement	09/26/2016	REIMBURSEMENT FOR PESTICIDE HOURS		\$245.00
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$245.00
108805	09/29/2016	Open	Accounts Payable	\$500.00
Invoice			Gutierrez, Victoria	
228 A Street	09/27/2016	Rental deposit returned regarding 228 A Street, Turlock, CA.		\$500.00
Paying Fund		Cash Account		Amount
256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$500.00
108806	09/29/2016	Open	Accounts Payable	\$224.53
Invoice			Higareda, Gerardo	
TR3985 GHigareda	09/26/2016	TR3985 Reimbursement for Dallas Memorial Trip - GHigareda		\$224.53
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$224.53
108807	09/29/2016	Open	Accounts Payable	\$494.68
Invoice			JACOB, MATTHEW	
TR 3989-Advance	09/27/2016	TR 3989-Per diem/mileage- Leage of CA Cities Annual Conference		\$494.68
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$494.68
108808	09/29/2016	Open	Accounts Payable	\$18.00
Invoice			JORDAN, ELENA	

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Account	Amount
2017-00005425 AC Paying Fund	09/27/2016	A/C REFUND Cash Account		\$18.00
203 - Animal Fee Forfeiture		203.11000 (Cash)		\$18.00
108809 09/29/2016 Invoice	08/19/2016	TR3985 KManica Reimbursement for Dallas Memorial Trip - KManica Cash Account	Accounts Payable Manica, Katie	\$150.77
110 - General Fund		110.11000 (Cash)		\$150.77
108810 09/29/2016 Invoice	09/20/2016	MTR# 14759392 Miscellaneous Cash Account	Accounts Payable MHK CONSTRUCTION, INC.	\$800.00
420 - WATER		420.11000 (Cash)		\$800.00
108811 09/29/2016 Invoice	09/27/2016	A/C REFUND Cash Account	Accounts Payable OTTOMAN, TERESA	\$60.00
110 - General Fund		110.11000 (Cash)		\$60.00
108812 09/29/2016 Invoice	09/26/2016	TR4006 PerDiem Recovery-x 2 weeks Cash Account	Accounts Payable Redd, Timothy	\$440.00
110 - General Fund		110.11000 (Cash)		\$440.00
108813 09/29/2016 Invoice	09/27/2016	2203 Azusa Crt Reimbursement for overpayment for FTHB payoff Cash Account	Accounts Payable Rodriguez, Cesar	\$51.80
256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$51.80
108814 09/29/2016 Invoice	09/27/2016	A/C REFUND Cash Account	Accounts Payable RODRIGUZ, JILLIAN	\$100.00
110 - General Fund		110.11000 (Cash)		\$100.00
108815 09/29/2016 Invoice		TURLOCK DIALYSIS LLC	Accounts Payable	\$300.00

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

Invoice	Date	Description	Accounts Payable	ULRICH, MATT	Amount
GP 15-017G	09/21/2016	DUST CONTROL SECURITY FOR GRADING PERMIT 15-17G			\$300.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$300.00
108816	09/29/2016	Open	Accounts Payable	ULRICH, MATT	\$220.00
Invoice					
TR 3957-PER DIEM	09/28/2016	TR 3957-PER DIEM-SRO TRAINING-MCCLELLAN			\$220.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$220.00
108817	09/29/2016	Open	Accounts Payable	Zaragoza, Alma	\$7.70
Invoice					
434 S. Laurel	09/27/2016	Reimbursement for overpayment of First Time Home Buyer Loan.			\$7.70
Paying Fund		Cash Account			Amount
257 - State HOME Funds		257.11000 (Cash)			\$7.70

Payment Register

From Payment Date: 9/23/2016 - To Payment Date: 9/29/2016

84 Transactions

\$1,577,395.63

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$1,577,395.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$1,577,395.63	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$1,577,395.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$1,577,395.63	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$1,577,395.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$1,577,395.63	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$1,577,395.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$1,577,395.63	\$0.00

Payment Register

From Payment Date: 9/30/2016 - To Payment Date: 10/6/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
108818	10/04/2016	Open			Accounts Payable	NATIONS ESCROW SERVICE OF CA	\$50,000.00		
Check									
	Invoice	Date	Description	Amount					
	1200 Monte Vista	10/03/2016	First Time Home Buyer loan for Write-1200 Monte Vista Ave.	\$50,000.00					
	Paying Fund		Cash Account	Amount					
	257 - State HOME Funds		257.11000 (Cash)	\$50,000.00					
108819	10/05/2016	Open			Utility Management Refund	AGASSI, MELINDA	\$244.92		
Account Type									
	Account Number	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	200794-003	MOVE-OUT CREDIT	10/04/2016	Refund				
	Paying Fund		Cash Account	Amount					
	420 - WATER		420.11000 (Cash)	\$244.92					
108820	10/05/2016	Open			Utility Management Refund	GHAHRAMANI, EDMOND	\$153.82		
Account Type									
	Account Number	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	T00359-006	MOVE-OUT CREDIT	10/04/2016	Refund				
	Paying Fund		Cash Account	Amount					
	420 - WATER		420.11000 (Cash)	\$153.82					
108821	10/05/2016	Open			Utility Management Refund	HERRARA, CHRISTINA, M	\$140.42		
Account Type									
	Account Number	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	153168-002	MOVE-OUT CREDIT	10/04/2016	Refund				
	Paying Fund		Cash Account	Amount					
	420 - WATER		420.11000 (Cash)	\$140.42					
108822	10/05/2016	Open			Utility Management Refund	MITCHEM, KENNETH	\$113.15		
Account Type									
	Account Number	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	218537-001	MOVE-OUT CREDIT	10/04/2016	Refund				
	Paying Fund		Cash Account	Amount					
	420 - WATER		420.11000 (Cash)	\$113.15					
108823	10/05/2016	Open			Utility Management Refund	SANTILLANES PARRA, DIANA	\$48.95		
Account Type									
	Account Number	Account Number	Description	Transaction Date	Transaction Type	Amount			
	Single Family Res Metered	229474-004	MOVE-OUT CREDIT	10/04/2016	Refund				
	Paying Fund		Cash Account	Amount					
	110 - General Fund		110.11000 (Cash)	\$48.83					
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$3.86					

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Payment Register

From Payment Date: 9/30/2016 - To Payment Date: 10/6/2016

Invoice	Date	Description	Accounts Payable	Amount
420 - WATER				\$40.26
10/06/2016	Open		AIRGAS NCN	\$1,663.50
9938280399	09/27/2016	7/31/16 CYLINDER RENTAL		\$831.75
9939034235	09/27/2016	8/31/16 CYLINDER RENTAL		\$831.75
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,663.50
10/06/2016	Open		AMERICA'S AUTO GLASS	\$147.25
4393	09/27/2016	PED03-946		\$147.25
Paying Fund		Cash Account		Amount
205 - Sports Facilities		205.11000 (Cash)		\$147.25
10/06/2016	Open		AMERICAN MESSAGING	\$28.98
R1061851QJ	10/03/2016	Acct #R1-061851 - Police Department		\$28.98
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$28.98
10/06/2016	Open		AMERICAN MESSAGING	\$10.87
R1061876QJ	10/03/2016	Acct #R1-061876 - Fire Department		\$10.87
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$10.87
10/06/2016	Open		AMERICAN REPROGRAPHICS CO LLC	\$274.44
1533587	09/29/2016	COPIES, SUPPLIES, MISC.SVS		\$274.44
Paying Fund		Cash Account		Amount
502 - Engineering		502.11000 (Cash)		\$274.44
10/06/2016	Open		AT&T MOBILITY	\$3,146.62
995824412X092016	10/03/2016	995824412 / Aircards		\$2,415.41
287262975728X927	10/03/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones		\$318.17
287262975677X927	10/03/2016	287262975677 / WQC Phones & Data SIM for Eng Dept		\$355.06
829405594X092016	10/03/2016	829405594 / IT Cell Phone		\$57.98
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$2,209.66
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$640.12
501 - Information Technology		501.11000 (Cash)		\$255.19

Payment Register

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\$41.65

502.11000 (Cash)

502 - Engineering

\$259.10

Accounts Payable

BICSEC SECURITY INC

Open

108830

Invoice	Date	Description	Amount
134679	09/28/2016	10/1/16-12/31/16 QTR FIRE INSPECTION	\$259.10
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$259.10

\$4,718.59

Accounts Payable

CALIF DEPT OF TRANS

Open

108831

Invoice	Date	Description	Amount
SL161007	06/30/2016	SIGNALS & LIGHTING APRIL 2016 - JUNE 2016	\$4,718.59
Paying Fund		Cash Account	Amount
216 - Streets - Local Transportation		216.11000 (Cash)	\$4,718.59

\$150.00

Accounts Payable

CALIFORNIA EMERGENCY
PHYSICIANS MEDICAL GROUP

Open

108832

Invoice	Date	Description	Amount
162500200	09/28/2016	CONFIDENTIAL VICTIM MEDICAL EXPENSE	\$150.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$150.00

\$13,038.50

Accounts Payable

CALIFORNIA LANDSCAPE AND
DESIGN INC

Open

108833

Invoice	Date	Description	Amount
RETENTION 5%	10/04/2016	15-28 BRANDON KOCK MEMORIAL SKATEPARK	\$13,038.50
Paying Fund		Cash Account	Amount
228 - Park Development Tax		228.11000 (Cash)	\$13,038.50

\$5,246.50

Accounts Payable

CHAMPION INDUSTRIAL

Open

108834

Invoice	Date	Description	Amount
52550	09/28/2016	QTR FILTER CHANGE AUG 2016	\$1,276.00
52530	09/28/2016	AHU #2 AT PSF - CONDENSER FAN MOTOR NOISY	\$205.00
52613 B	10/03/2016	Preventative Maintenance & Filter Change-out - August 2016	\$317.00
52613 A	10/03/2016	Preventative Maintenance & Filter Change-out - July 2016	\$3,448.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,868.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,777.50
426 - Transit - Fixed Route		426.11000 (Cash)	\$50.00
501 - Information Technology		501.11000 (Cash)	\$504.00
505 - Fleet		505.11000 (Cash)	\$47.00

\$462.56

Accounts Payable

CITY OF TURLOCK - CASH

Open

108835

Invoice	Date	Description	Amount
10/6/16-REPLN	09/30/2016	FIN AR-REPLENISH PETTY CASH 10/6/16	\$462.56

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$363.30
270 - Recreation Grants	270.11000 (Cash)	\$49.82
420 - WATER	420.11000 (Cash)	\$49.44
108836	10/06/2016 Open	
Invoice	Accounts Payable	CLARK PEST CONTROL INC
18833564	09/27/2016	JUNE 2016 DAIRY FLY CONTROL
18803729	09/27/2016	JULY 2016 DAIRY FLY CONTROL
19150620	09/27/2016	AUGUST 2016 DAIRY FLY CONTROL
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,755.00
108837	10/06/2016 Open	
Invoice	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS
Ck Run 10/5/16	06/30/2016	Ck Run 10/5/16 FY 15/16
Ck Run 10/5/16-2	10/05/2016	Ck Run 10/5/16 FY 16/17
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$66,164.59
108838	10/06/2016 Open	
Invoice	Accounts Payable	COMMUNITY VETERINARY CLIN
273848	09/28/2016	#4-55 SURGERY
273882	09/28/2016	V0930 SURGERY
274590	09/28/2016	#8-32 CONTRACT
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$101.44
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$140.00
108839	10/06/2016 Open	
Invoice	Accounts Payable	COUNTRY FORD TRUCKS INC
5025143	09/27/2016	POL16-7300 TPMS SENSOR KIT
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$25.89
108840	10/06/2016 Open	
Invoice	Accounts Payable	CRANE TECH INC
15308	09/27/2016	QUARTERLY CRANE INSPECTION AUGUST 2016
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$440.00
108841	10/06/2016 Open	
Invoice	Accounts Payable	CULLIGAN INC
OCT 2016	09/27/2016	CULLIGAN - MONTHLY SERVICES
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$220.87

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Paying Fund	Date	Open	Description	Account Type	Amount
420 - WATER			Cash Account		\$220.87
			420.11000 (Cash)		
108842	10/06/2016	Open		Accounts Payable	\$147.80
			CUSTOM LOCKSMITH & ALARM INC		
	Invoice				
	0000005176		09/27/2016		\$147.80
			CUSTOM LOCKSMITH - SERVICE & REPAIR FOR LOCKS AND SECURITY		
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$147.80
108843	10/06/2016	Open		Accounts Payable	\$18.65
			DELTA WIRELESS & NETWORK		
	Invoice				
	104000288-1		09/28/2016		\$18.65
			ANTENNA ONLY		
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$18.65
108844	10/06/2016	Open		Accounts Payable	\$2,064.11
			DOWNEY BRAND ATTORNEYS		
	Invoice				
	500737		09/27/2016		\$1,479.11
			NVRRWP AUGUST 2016		
	500741		09/27/2016		\$585.00
			SECTION 1485 APPLICATION AUGUST 2016		
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,064.11
108845	10/06/2016	Open		Accounts Payable	\$1,081.25
			ECONOMIC & PLANNING INC		
	Invoice				
	122087-15		10/04/2016		\$1,081.25
			SR13-03, 13-59 CDF#3		
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$1,081.25
108846	10/06/2016	Open		Accounts Payable	\$6,600.00
			ENT CALL BOX by CELLULAR SYSTEMS OF CALIFORNIA INC		
	Invoice				
	916-91652		09/28/2016		\$6,600.00
			THROW PHONE WITH LOW LIGHT CAMERA FOR CRT		
	Paying Fund		Cash Account		
	266 - Police Services Grants		266.11000 (Cash)		\$6,600.00
108847	10/06/2016	Open		Accounts Payable	\$142.00
			FARIA, JAMIE		
	Invoice				
	9/30/16 PAYROLL		09/29/2016		\$142.00
			9/30/16 PAYROLL - Withholding		
	Paying Fund		Cash Account		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$142.00
108848	10/06/2016	Open		Accounts Payable	\$253.28
			FASTENAL COMPANY INC		
	Invoice				

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Invoice	Date	Description	Amount
CATUR126075	09/27/2016	SL03-9014 FRONT END LOADER MOUNT BRACKETS	\$27.52
CATUR126215	09/27/2016	SAFETY TRAFFIC CONES	\$223.86
CATUR126392	09/27/2016	REPAIR OF ELECT. MOTOR #2 WATER STATION	\$1.90
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$27.52
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$225.76
108849	10/06/2016	Accounts Payable	\$7,000.00
Invoice		FKC CO LTD	Amount
0011731	09/27/2016	ONSITE MECHANICAL SCREW PRESS DEWATERING PILOT STUDY	\$7,000.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,000.00
108850	10/06/2016	Accounts Payable	\$871.19
Invoice		GARTON TRACTOR INC	Amount
CT79410A	09/27/2016	SC03-9014 CLUTCH	\$735.08
CT80537	09/27/2016	SC03-9014 CORE, CLUTCH	\$834.09
CT82147	09/27/2016	PED11-950 AIR FILTER	\$37.10
CT80551	09/27/2016	CR-for SC03-9014 clutch	(\$735.08)
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$871.19
108851	10/06/2016	Accounts Payable	\$1,793.56
Invoice		GCR TIRES & SERVICE	Amount
858-24460	09/27/2016	POL11-1116	\$460.66
858-24507	09/27/2016	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)	\$538.32
858-24539	09/27/2016	POL11-1117	\$460.66
858-24546	09/27/2016	PK01-4081	\$333.92
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,793.56
108852	10/06/2016	Accounts Payable	\$12,071.41
Invoice		GEOANALYTICAL LAB INC	Amount
C6G0701	09/27/2016	JULY 2016 DRINKING WATER WELLS	\$148.05
C6G1104	09/27/2016	JULY 2016 DRINKING WATER WELLS NITRATE	\$168.00
C6G1106	09/27/2016	JULY 2016 SEMI ANNUAL SAMPLES	\$451.76
C6G1108	09/27/2016	JULY 2016 WATEWATER MONTHLY TTHM	\$367.50
C6G1109	09/27/2016	JULY 2016 WATEWATER MONTHLY NITRATE	\$154.65
C6G1305	09/27/2016	JULY 2016 DRINKING WATER WELLS NITRATE	\$30.00
C6G1803	09/27/2016	JULY 2016 DRINKING WATER WELLS NITRATE	\$50.00
C6G2001	09/27/2016	JULY 2016 DRINKING WATER WELLS GENERAL MINERALS	\$1,159.20
C6G1107	09/27/2016	JULY 2016 WASTEWATER MONTHLY MERCURY-LOW LEVEL	\$572.25

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C6G1401	09/27/2016	JULY 2016 QUARTERLY BIOASSAY	\$8,061.00
C6G2101	09/27/2016	JULY 2016 MONTHLY BIOASSAY ACUTE	\$909.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$10,516.16
420 - WATER		420.11000 (Cash)	\$1,555.25

108853 10/06/2016 Open Accounts Payable GOMES & SONS INC, JOE M \$16,035.06

Invoice	Date	Description	Amount
8/16/16-8/31/16	10/03/2016	CUST #24090 - Fuel Expense for 8/16/16 - 8/31/16	\$15,047.38
186559	10/03/2016	Fuel for Fire #3	\$987.68
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$8,518.26
205 - Sports Facilities		205.11000 (Cash)	\$197.27
217 - Streets - Gas Tax		217.11000 (Cash)	\$1,123.97
246 - Landscape Assessment		246.11000 (Cash)	\$1,243.60
255 - CDBG		255.11000 (Cash)	\$55.66
405 - Building		405.11000 (Cash)	\$135.87
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,295.88
420 - WATER		420.11000 (Cash)	\$785.84
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$2,525.95
501 - Information Technology		501.11000 (Cash)	\$40.94
502 - Engineering		502.11000 (Cash)	\$111.82

108854 10/06/2016 Open Accounts Payable GRAINGER INC, W W \$5.34

Invoice	Date	Description	Amount
9231598484	09/27/2016	BULLS EYE LEVEL FOR CRANE TRUCK EL92-660	\$5.34
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$5.34

108855 10/06/2016 Open Accounts Payable HILMAR LUMBER INC \$363.44

Invoice	Date	Description	Amount
150782	09/27/2016	HILMAR LUMBER - FOR PLUMBING SUPPLIES	\$363.44
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$363.44

108856 10/06/2016 Open Accounts Payable HONDA KAWASAKI OF MODESTO \$43.90

Invoice	Date	Description	Amount
374978	09/28/2016	GX AIR 3 GLOVE BLACK LARGE	\$43.90
Paying Fund		Cash Account	Amount
266 - Police Services Grants		266.11000 (Cash)	\$43.90

108857 10/06/2016 Open Accounts Payable HUB INT'L OF CA INS SVC \$100.18

Invoice	Date	Description	Amount
SEPTEMBER 2016	10/04/2016	LIABILITY INSURANCE FOR FACILITIES	\$100.18
Paying Fund		Cash Account	Amount

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\$100.18

110.11000 (Cash)

110 - General Fund

Invoice	Date	Description	Accounts Payable	HUNTINGTON COURT REPORTER	Amount
28366	09/28/2016	7/1/16-7/15/16 DIGITAL DICTATION			\$1,228.38
28415	09/28/2016	7/16/16-7/31/16 DIGITAL DICTATION			\$1,153.92
28457	09/28/2016	8/1/16-8/15/16 DIGITAL DICTATION			\$1,365.40
28514	09/28/2016	8/15/16-8/31/16 DIGITAL DICTATION			\$1,210.92
28548	09/28/2016	9/1/16-9/15/16 DIGITAL DICTATION			\$1,367.22
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$6,325.84
108859	10/06/2016	Open	Accounts Payable	IBM CORPORATION	\$999.10
Invoice					Amount
Q2097M1	10/03/2016	OCTOBER 2016 BILLING			\$999.10
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$999.10
108860	10/06/2016	Open	Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$178.60
Invoice					Amount
132613	09/28/2016	JOSH NICKERSON - EXPLORER UNIFORM			\$178.60
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$178.60
108861	10/06/2016	Open	Accounts Payable	KLEINFELDER INC	\$771.00
Invoice					Amount
001122807	10/04/2016	SR06, 15-43 MONTANA NEIGHBORHOOD PARK PHASE 1			\$771.00
Paying Fund		Cash Account			Amount
269 - Parks & Public Facilities Grants		269.11000 (Cash)			\$771.00
108862	10/06/2016	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58
Invoice					Amount
314121815	10/03/2016	LEASE AGREEMENT FOR 9 COPIERS			\$843.58
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$804.85
405 - Building		405.11000 (Cash)			\$19.36
505 - Fleet		505.11000 (Cash)			\$19.37
108863	10/06/2016	Open	Accounts Payable	LEHIGH HANSON INC	\$224.13
Invoice					Amount
1720968	10/04/2016	ASPHALT FOR STREETS AND PAVERS			\$108.22
1721433	10/04/2016	ASPHALT FOR STREETS AND PAVERS			\$115.91
Paying Fund		Cash Account			Amount

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217 - Streets - Gas Tax \$168.09
 410 - WATER QUALITY CONTROL (WQC) \$56.04

108864 10/06/2016 Open Invoice Accounts Payable MO-CAL OFFICE SOLUTIONS INC Amount \$3,081.24

Invoice	Date	Description	Amount
AR247081	10/03/2016	FINANCE AVR- 8/01/16-8/31/16 (Kyocera/Taskalfa 3500I)	\$69.21
AR247083	10/03/2016	MS ADMIN (SPLIT 2)- 8/01/16-8/31/16 (Kyocera/Taskalfa 3051CI)	\$105.71
AR247107	10/03/2016	PD RECORDS- 8/01/16-8/31/16 (Kyocera/KM4050)	\$439.46
AR247966	10/03/2016	POLICE- Annual Payment 9/09/16-9/08/17 (Kyocera/Ecosys M3540IDN)	\$205.08
AR248254	10/03/2016	ADMIN - 9/01/16-9/30/16 (Kyocera/KM4050)	\$171.04
AR248256	10/03/2016	ENGINEERING- 9/01/16-9/30/16 (Kyocera/KM4050)	\$55.69
AR248494	10/03/2016	PD ADMIN- 9/01/16-9/30/16 (Kyocera/Taskalfa 3500I)	\$60.38
AR248495	10/03/2016	RECREATION- 9/01/16-9/30/16 (Kyocera/Taskalfa 4500I)	\$225.09
AR248496	10/03/2016	PLANNING- 9/01/16-9/30/16 (Kyocera/Taskalfa 4500I)	\$55.11
AR248626	10/03/2016	MS ADMIN- 9/01/16-9/30/16 (Kyocera/KM4050)	\$46.47
AR248628	10/03/2016	FINANCE A/P- 9/01/16-9/30/16 (Kyocera/KM3050)	\$107.59
AR248629	10/03/2016	PD RECORDS- 9/01/16-9/30/16 (Kyocera/KM4050)	\$200.47
AR248633	10/03/2016	POLICE - Annual Payment 9/22/16-9/21/17 (Kyocera/M6535CIDN)	\$194.83
AR248634	10/03/2016	POLICE - Annual Payment 9/22/16-9/21/17 (Kyocera/Taskalfa 3501I)	\$194.83
AR248635	10/03/2016	MS ADMIN- Annual Payment 9/21/16-9/20/17 (Kyocera/Taskalfa 3501I)	\$194.83
AR248739	10/03/2016	FINANCE AVR- 9/01/16-9/30/16 (Kyocera/Taskalfa 3500I)	\$60.19
AR248889	10/03/2016	HR - 9/01/16-9/30/16 (Kyocera/Taskalfa 3500I)	\$130.14
AR248951	10/03/2016	MS ADMIN (SPLIT 2)- 9/01/16-9/30/16 (Kyocera/Taskalfa 3051CI)	\$114.48
AR247079	10/03/2016	MS ADMIN - 6/01/16-8/31/16 (Kyocera/KM4050)	\$237.79
AR247080	10/03/2016	PD ADMIN - 6/01/16-8/31/16 (Kyocera/KM4050)	\$49.76
AR247082	10/03/2016	HOUSING - 6/01/16-8/31/16 (Kyocera/KM3050)	\$163.09
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,005.19
255 - CDBG		255.11000 (Cash)	\$163.09
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$668.17
420 - WATER		420.11000 (Cash)	\$189.10
502 - Engineering		502.11000 (Cash)	\$55.69

108865 10/06/2016 Open Invoice Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL Amount \$724.76

Invoice	Date	Description	Amount
191079	09/28/2016	#6-62 SURGERY/VACC	\$65.00
191987	09/28/2016	#8-2 SURGERY	\$30.00
192255	09/28/2016	V0952 SURGERY/VACC	\$64.00
192277	09/28/2016	#8-11 SURGERY/VACC	\$84.00

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192794	09/28/2016	#8-21 SURGERY/VACC	\$64.00
193004	09/28/2016	#8-17 SURGERY/VACC	\$84.00
193409	09/28/2016	#8-49 CONTRACT	\$233.76
194889	09/28/2016	#8-39 SURGERY	\$60.00
194905	09/28/2016	#7-129&130 SURGERY	\$40.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$233.76
203 - Animal Fee Forfeiture		203.11000 (Cash)	\$491.00
108866	10/06/2016	Open	\$5,520.00
Invoice		Accounts Payable	MUNICIPAL FINANCIAL SERVICES
201604-01	09/27/2016	8/15/16-9/25/16 SERVICES	Amount
Paying Fund		Cash Account	\$5,520.00
420 - WATER		420.11000 (Cash)	\$5,520.00
108867	10/06/2016	Open	\$160.77
Invoice		Accounts Payable	NAPA AUTO PARTS
668331	09/27/2016	POL11-1115 STOPLIGHT SWITCH	\$13.88
668460	09/27/2016	AD08-0439 REMAN ALTERNATOR	\$120.04
668561	09/27/2016	FR07-287 SPARK PLUG	\$20.41
668635	09/27/2016	AC14-1126 WIPER BLADE	\$6.44
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$40.73
246 - Landscape Assessment		246.11000 (Cash)	\$120.04
108868	10/06/2016	Open	\$352.76
Invoice		Accounts Payable	NEXT LEVEL PARTS INC
8577-221461	09/27/2016	BLT10-1036 COMMERCIAL BATTERY	\$296.59
8577-220948	09/27/2016	FR07-287 AIR, FUEL FILTER, COIL	\$56.17
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$56.17
426 - Transit - Fixed Route		426.11000 (Cash)	\$296.59
108869	10/06/2016	Open	\$1,428.40
Invoice		Accounts Payable	NORMAC INC
744001	10/04/2016	BESTST SUPER TURF 25-5-5 50# BAG	\$1,428.40
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$1,428.40
108870	10/06/2016	Open	\$872.05
Invoice		Accounts Payable	PACE SUPPLY CORPORATION
053464171-3	09/27/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$788.03
053473135-1	09/27/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$84.02

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Paying Fund	Open	Date	Description	Accounts Payable	Amount
420 - WATER			Cash Account		\$872.05
			420.11000 (Cash)		
108871	10/06/2016			PACIFIC STORAGE COMPANY	\$506.00
	Invoice				
	2072432	10/03/2016	CITY HALL SHREDDING - SEPT 2016		\$233.00
	2072434	10/03/2016	PD RECORDS SHREDDING - SEPT 2016		\$22.00
	2072435	10/03/2016	PD MAIL ROOM SHREDDING - SEPT 2016		\$40.00
	2072436	10/03/2016	PD OPERATIONS SHREDDING - SEPT 2016		\$54.00
	2072437	10/03/2016	PD DISPATCH SHREDDING - SEPT 2016		\$22.00
	2072438	10/03/2016	PD DETECTIVES SHREDDING - SEPT 2016		\$40.00
	2072439	10/03/2016	FIRE/NEIGHBORHOOD (NP) SHREDDING - SEPT 2016		\$22.00
	2072440	10/03/2016	MUNI SERV & WATER SHREDDING - SEPT 2016		\$11.00
	2072433	10/03/2016	MUNI ADMIN SHREDDING - SEPT 2016		\$20.00
	2072441	10/03/2016	RECREATION SHREDDING - SEPT 2016		\$22.00
	2072442	10/03/2016	HUMAN RESOURCES SHREDDING - SEPT 2016		\$20.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$475.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$31.00
108872	10/06/2016			PAUL'S PAINT COMPANY	\$126.95
	Invoice				
	57755	09/27/2016	LACQUER THINNER, TITAN TUBE, PLASTIC PAIL		\$126.95
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$126.95
108873	10/06/2016			PLATT ELECTRIC SUPPLY	\$2,070.20
	Invoice				
	K304109	09/27/2016	LGE LED 38 W POST TOP MED BASE		\$920.19
	K321437	09/27/2016	STREETLIGHTS		
	K334105	09/27/2016	LEV 8681 MOG TO MED ADAPTER, LED		\$1,001.33
	K214416	09/27/2016	STREETLIGHTS		
			12" PLIERS TONGUE/GROOVE, 1" SS STRUT		\$82.24
			STRAP		
			LFU MIDGET 2 AMP		\$66.44
	Paying Fund		Cash Account		
	246 - Landscape Assessment		246.11000 (Cash)		\$1,921.52
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$82.24
	426 - Transit - Fixed Route		426.11000 (Cash)		\$66.44
108874	10/06/2016			R & B COMPANY	\$3,737.17
	Invoice				
	S1586476.001	09/27/2016	R & B - CONTRACT #14-049 PIPE & PIPE FITTING		\$782.78
	S1590577.002	09/27/2016	SUPPLIES		
			R & B - CONTRACT #14-049 PIPE & PIPE FITTING		\$759.94
			SUPPLIES		

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Invoice	Date	Description	Accounts Payable	Amount
S1593478.001	09/27/2016	R & B - CONTRACT #14-049 PIPE & PIPE FITTING SUPPLIES		\$817.28
S1590577.001	09/27/2016	R & B - CONTRACT #14-049 PIPE & PIPE FITTING SUPPLIES		\$1,377.17
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$682.77
420 - WATER		420.11000 (Cash)		\$3,054.40
108875	10/06/2016	Open	Accounts Payable REED INC, GEORGE	\$54,311.69
Invoice				Amount
PP3-FINAL	09/29/2016	15-75 SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS		\$39,166.04
PP4,FINAL RETEN	09/29/2016	15-75 SOUTHWEST QUADRANT CDBG FRONTAGE IMPROVEMENTS		\$15,145.65
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$54,311.69
108876	10/06/2016	Open	Accounts Payable ROLAND PHD, JOCELYN E	\$1,900.00
Invoice				Amount
13007	09/28/2016	OCTOBER 2016 CONTRACT		\$1,000.00
12959	09/28/2016	LUKE - PRE-EMPLOYMENT PSYCH SCREEN		\$450.00
12961	09/28/2016	R FORTADO - PRE-EMPLOYMENT PSYCH SCREENING		\$450.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,900.00
108877	10/06/2016	Open	Accounts Payable SAFETY-KLEEN CORPORATION	\$157.74
Invoice				Amount
R002295718	09/27/2016	SAFETY-KLEEN - PARTS CLEANER AND SERVICE		\$157.74
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$157.74
108878	10/06/2016	Open	Accounts Payable SHARPENING SHOP	\$60.34
Invoice				Amount
222108	09/27/2016	AD10-4361 IDLER PULLEY FOR EXMARK		\$32.99
222109	09/27/2016	AD10-4361 SPACER-PULLEY		\$27.35
Paying Fund		Cash Account		Amount
246 - Landscape Assessment		246.11000 (Cash)		\$60.34
108879	10/06/2016	Open	Accounts Payable SHELL FLEET PLUS	\$210.84
Invoice				Amount
079180105609	10/03/2016	Shell Fuel - Statement 9/19/16		\$210.84
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$210.84
108880	10/06/2016	Open	Accounts Payable SIERRA NEVADA CONSTR INC	\$15,890.00

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Invoice	Date	Description	Amount
SETTLEMENT AGMT	06/30/2016	SETTLEMENT AGREEMENT & GENERAL RELEASE OF CLAIMS. 14-67	\$15,890.00
Paying Fund		Cash Account	
246 - Landscape Assessment		246.11000 (Cash)	\$15,890.00
108881	10/06/2016	Open	
Invoice		Accounts Payable	
		SOUTHWEST SCHOOL &	\$6,099.02
PINV0172495	09/29/2016	Supplies for Crowell school program	\$3,574.68
PINV0185792	09/29/2016	Cunningham after-school program supplies	\$934.22
PINV0185815	09/29/2016	Cunningham after-school program supplies	\$92.98
PINV0186015	09/29/2016	Cunningham after-school program supplies	\$1,497.14
Paying Fund		Cash Account	
270 - Recreation Grants		270.11000 (Cash)	\$6,099.02
108882	10/06/2016	Open	
Invoice		Accounts Payable	
		STANISLAUS CO AUDITOR/CON	\$44.00
47150	09/27/2016	AUGUST 2016 SANITATION CHARGES ASBESTOS PIPE	\$44.00
Paying Fund		Cash Account	
420 - WATER		420.11000 (Cash)	\$44.00
108883	10/06/2016	Open	
Invoice		Accounts Payable	
		STANISLAUS CTY SHERIFF	\$430.16
9/30/16 PAYROLL	09/29/2016	9/30/16 PAYROLL - Wage attachment	\$430.16
Paying Fund		Cash Account	
104 - Payroll Clearing Fund		104.11000 (Cash)	\$430.16
108884	10/06/2016	Open	
Invoice		Accounts Payable	
		STOMMEL INC DBA LEHR AUTO ELECTRIC	\$1,332.24
01-126630	09/27/2016	2200 - STOMMEL INC DBA LEHR AUTO ELECTRIC POL15-1137 PUSH BUMPER	\$1,119.74
01 128322	09/28/2016	02 FORD RANGER - REMOVE TRF ADV/BEACON	\$212.50
Paying Fund		Cash Account	
110 - General Fund		110.11000 (Cash)	\$1,332.24
108885	10/06/2016	Open	
Invoice		Accounts Payable	
		SUPPORT PAYMENT CLEARING	\$439.13
9/30/16 PAYROLL	09/29/2016	9/30/16 PAYROLL - Wage attachment	\$439.13
Paying Fund		Cash Account	
104 - Payroll Clearing Fund		104.11000 (Cash)	\$439.13
108886	10/06/2016	Open	
Invoice		Accounts Payable	
		T I D	\$119,196.35
Slmt 9/30/16	10/03/2016	000208-000000-0167 (Well Pump Stations)	\$105,873.84

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Stmnt: 09/30/16	10/03/2016	000208-000000-0168 (Sewer Pump Stations)	\$4,154.57
Stmnt: 9/30/16	10/03/2016	000208-000000-0169 (Storm Pump Stations)	\$3,053.28
PO 218 - 10/6/16	10/03/2016	Multiple COT Accounts paid on PO 218	\$6,114.66
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,360.13
216 - Streets - Local Transportation		216.11000 (Cash)	\$1,662.68
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,207.85
420 - WATER		420.11000 (Cash)	\$105,873.84
426 - Transit - Fixed Route		426.11000 (Cash)	\$352.75
505 - Fleet		505.11000 (Cash)	\$1,739.10
108887	10/06/2016	Open Invoice	
		Accounts Payable	\$629.60
		TITAN FENCE INC	\$629.60
PP3-FINAL	09/29/2016	15-82 TURLOCK REGIONAL SPORTS COMPLEX FENCE REPLACEMENT	\$629.60
Paying Fund		Cash Account	Amount
205 - Sports Facilities		205.11000 (Cash)	\$629.60
108888	10/06/2016	Open Invoice	
		Accounts Payable	\$1,039.28
		TOWER ENTERPRISE	\$1,039.28
54548	09/28/2016	ALLISON PRE-EMPLOYMENT SCREENING	\$519.64
15570	09/28/2016	R. FORTADO PRE-EMPLOYMENT SCREENING	\$519.64
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,039.28
108889	10/06/2016	Open Invoice	
		Accounts Payable	\$1,377.71
		UNDERGROUND SERVICE ALERT	\$1,377.71
16070321	09/27/2016	ANNUAL MEMBERSHIP FEES 2016	\$1,377.71
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$1,377.71
108890	10/06/2016	Open Invoice	
		Accounts Payable	\$7,978.46
		UNIVAR USA INC	\$7,978.46
SJ772965	09/27/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$3,970.11
SJ772974	09/27/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$4,008.35
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,978.46
108891	10/06/2016	Open Invoice	
		Accounts Payable	\$1,829.82
		VALLEY BALANCING & AUTO	\$1,829.82
98227	09/27/2016	OP95-667	\$682.98
98371	09/27/2016	OP93-667	\$977.94
98468	09/27/2016	SC02-9007 DRIVE SHAFT BENT, REPAIRED	\$168.90
Paying Fund		Cash Account	Amount

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From Payment Date: 9/30/2016 - To Payment Date: 10/6/2016

Invoice	Date	Description	Account	Amount
108892	10/06/2016	Open	VIRTUAL PROJECT MANAGER LLC	\$500.00
	09/29/2016	PROJECT MGMT SOFTWARE TOOL-CAPITAL PROJECTS		\$500.00
		Cash Account		
	502 - Engineering	502.11000 (Cash)		\$500.00
108893	10/06/2016	Open	VSS INTERNATIONAL INC	\$175,116.03
	10/04/2016	15-64 SLURRY SEALS 2016		\$175,116.03
		Cash Account		
	246 - Landscape Assessment	246.11000 (Cash)		\$175,116.03
108894	10/06/2016	Open	WALLACE KUHL & ASSOCIATES	\$2,555.00
	10/04/2016	SR05, 14-24 COUNTRYSIDE DR STORM DRAIN REPAIRS		\$2,555.00
		Cash Account		
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)		\$2,555.00
108895	10/06/2016	Open	WEST STEEL & PLASTIC	\$1,125.33
	09/27/2016	WEST STEEL & PLASTIC - MISC STAINLESS STEEL PRODUCTS		\$129.80
	09/27/2016	FACILITY HOSE REELS FOR 1" HOSES		\$995.53
		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,125.33
108896	10/06/2016	Open	WGR SOUTHWEST, INC	\$3,045.00
	09/27/2016	JULY SERVICES		\$997.50
	09/27/2016	AUGUST SERVICES		\$2,047.50
		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,045.00
108897	10/06/2016	Open	Bawcum, Jesse	\$77.00
	10/05/2016	TR4011 Per Diem for JBawcum for SWAT Training		\$77.00
		Cash Account		
	110 - General Fund	110.11000 (Cash)		\$77.00
108898	10/06/2016	Open	BOUCHER	\$10.50
		Description		Amount

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Invoice	Date	Description	Accounts Payable	Amount
204881	09/28/2016	RAMOS - UNIFORM CLEANING		\$10.50
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$10.50
108899	10/06/2016	Open	Accounts Payable Crawford, Steve	\$162.00
Invoice				Amount
TR4008PerDiemSC	10/05/2016	TR4008 Per Diem for Sherman Block SLI-Week 1		\$162.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$162.00
108900	10/06/2016	Open	Accounts Payable Delgadillo, Debbie	\$65.00
Invoice				Amount
Reimbursement		Reimbursement for flag football		\$65.00
Paying Fund	09/29/2016	Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$62.50
301 - Capital Improvements		301.11000 (Cash)		\$2.50
108901	10/06/2016	Open	Accounts Payable Dusel, Joe	\$77.00
Invoice				Amount
TR4011PerDiemJD	10/05/2016	TR4011 Per Diem for JDusel for SWAT Training		\$77.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$77.00
108902	10/06/2016	Open	Accounts Payable Hall, David	\$77.00
Invoice				Amount
TR4011PerDiemDH	10/05/2016	TR4011 Per Diem for DHall for SWAT Training		\$77.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$77.00
108903	10/06/2016	Open	Accounts Payable HIS TREE SERVICE	\$660.00
Invoice				Amount
EP 16-184E	09/28/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-184E		\$660.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$660.00
108904	10/06/2016	Open	Accounts Payable Lewis, Cliff	\$77.00
Invoice				Amount
TR4011PerDiemCL	10/05/2016	TR4011 Per Diem for CLewis for SWAT Training		\$77.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$77.00
108905	10/06/2016	Open	Accounts Payable McMiheik, Queray	\$77.00
Invoice				Amount
TR4011PerDiemQM	10/05/2016	TR4011 Per Diem for QMcMiheik for SWAT Training		\$77.00

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Paying Fund	Date	Description	Account Payable	Medlin, Lee	Amount
110 - General Fund		Cash Account			\$77.00
108906	10/06/2016	Open Invoice	Accounts Payable	Medlin, Lee	\$77.00
	10/05/2016	TR4011 Per Diem for LMedlin for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00
108907	10/06/2016	Open Invoice	Accounts Payable	Reed, Timothy	\$170.00
	10/05/2016	TR4010 Per Diem -Int.Data Recovery & Analysis-San Jose			\$170.00
110 - General Fund		Cash Account			\$170.00
108908	10/06/2016	Open Invoice	Accounts Payable	Rodriguez, Joey	\$77.00
	10/05/2016	TR4011 Per Diem for JRodriguez for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00
108909	10/06/2016	Open Invoice	Accounts Payable	Rush, Devin	\$77.00
	10/05/2016	TR4011 Per Diem for DRush for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00
108910	10/06/2016	Open Invoice	Accounts Payable	Stapler, Michael	\$77.00
	10/05/2016	TR4011 Per Diem for MStapler for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00
108911	10/06/2016	Open Invoice	Accounts Payable	Ulrich, Matthew	\$77.00
	10/05/2016	TR4011 Per Diem for MUlrich for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00
108912	10/06/2016	Open Invoice	Accounts Payable	Watson, Jason	\$77.00
	10/05/2016	TR4011 Per Diem for JWatson for SWAT Training			\$77.00
110 - General Fund		Cash Account			\$77.00

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108913	10/06/2016	Open	Accounts Payable	Williams, Steve	\$340.00
Invoice	Date	Description			Amount
TR3964PerDiemSW	10/05/2016	TR3964 Per Diem for SWilliams for IACP Conference			\$340.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$340.00

Type Check Totals: 96 Transactions \$622,731.92

AP - Accounts Payable Totals

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$622,731.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$622,731.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$622,731.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$622,731.92	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$622,731.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$622,731.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$622,731.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$622,731.92	\$0.00

EFT Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
1243	07/05/2016	Open		07/05/2016	Accounts Payable	T C E A	\$2,262.00		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR-TCEA Dues-EFT			\$2,262.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,262.00		
1244	07/05/2016	Open		07/05/2016	Accounts Payable	GOLDEN ONE CREDIT UNION	\$15,494.13		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR-Golden One Credit Union-EFT			\$15,494.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$15,494.13		
1245	07/05/2016	Open		07/05/2016	Accounts Payable	T A P O	\$4,054.48		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR TAPO Dues-EFT			\$4,054.48		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,054.48		
1246	07/05/2016	Open		07/05/2016	Accounts Payable	TMAPS	\$200.00		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR-TMAPS Dues-EFT			\$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$200.00		
1247	07/05/2016	Open		07/05/2016	Accounts Payable	ICMA-RC	\$92,075.20		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR-ICMA-EFT			\$92,075.20		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$92,075.20		
1248	07/05/2016	Open		07/05/2016	Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$7,422.48		
	Invoice			Description					
	BE001717970			Denta Claims: 6/17-6/23/16-EFT			\$7,422.48		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$7,422.48		
1249	07/05/2016	Open		07/05/2016	Accounts Payable	CA SDU	\$287.00		
	Invoice			Description					
	6/30/16-PR			6/30/16-PR-Child Support Pymt-EFT			\$287.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$287.00		

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Invoice	Date	Description	Accounts Payable	CA STATE DISBURSEMENT UNI	Amount
07/05/2016	07/05/2016	6/30/16-PR-Child Support Pymt-EFT			\$266.50
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$266.50
1250					
07/05/2016	07/05/2016	STATE OF CALIFORNIA			\$732.03
Invoice					
07/05/2016	07/05/2016	6/30/16-PR-State of CA-Child Support Pymt-EFT			\$732.03
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$732.03
1251					
07/15/2016	07/15/2016	DELTA DENTAL OF CALIFORNIA			\$6,742.86
Invoice					
BE001723124	07/15/2016	Dental Claims 7/1-7/7/16-EFT			\$6,742.86
Paying Fund		Cash Account			
511 - Health Care		511.11000 (Cash)			\$6,742.86
1252					
07/15/2016	07/15/2016	DELTA DENTAL OF CALIFORNIA			\$7,465.96
Invoice					
BE001720243	07/15/2016	Dental Claims 6/24-6/30/16			\$7,465.96
Paying Fund		Cash Account			
511 - Health Care		511.11000 (Cash)			\$7,465.96
1253					
07/20/2016	07/20/2016	GOLDEN ONE CREDIT UNION			\$16,178.34
Invoice					
7/15/16-PR	07/20/2016	7/15/16-PR-Golden 1 CU-EFT			\$16,178.34
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$16,178.34
1254					
07/21/2016	07/21/2016	CA STATE DISBURSEMENT UNI			\$287.00
Invoice					
7/15/16-PR	07/21/2016	7/15/16-PR-Child Support Pymt-State of CA-EFT			\$287.00
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$287.00
1255					
07/21/2016	07/21/2016	CA STATE DISBURSEMENT UNI			\$266.50
Invoice					
7/15/16-PR	07/21/2016	7/15/16-PR-Child Support Pymt-State of CA-EFT			\$266.50
Paying Fund		Cash Account			
104 - Payroll Clearing Fund		104.11000 (Cash)			\$266.50
1256					
07/21/2016	07/21/2016	STATE OF CALIFORNIA			\$599.50
Invoice					

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Invoice	Date	Description	Accounts Payable	Amount
7/15/16-PR Paying Fund	07/21/2016	Cash Account		\$599.50
104 - Payroll Clearing Fund		104.11000 (Cash)		\$599.50
1258	07/25/2016	Open	SYMETRA LIFE INSURANCE COMPANY	\$15,871.94
Invoice				Amount
JUN 2016	07/25/2016	JUN 2016-LIFE/LTD Premiums-EFT		\$15,871.94
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$15,871.94
1259	07/22/2016	Open	TURLOCK CITY FIRE INC	\$390.00
Invoice				Amount
7/15/16-PR	07/22/2016	7/15/16-PR-FIRE INC - Fire Inc-EFT		\$390.00
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$390.00
1260	07/22/2016	Open	TFRA	\$4,515.00
Invoice				Amount
7/15/16-PR	07/22/2016	7/15/16-PR-TFRA Dues-EFT		\$4,515.00
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$4,515.00
1261	07/22/2016	Open	T C E A	\$2,262.00
Invoice				Amount
7/15/16-PR	07/22/2016	7/15/16-PR-TCEA Dues-EFT		\$2,262.00
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$2,262.00
1262	07/22/2016	Open	T A P O	\$4,004.48
Invoice				Amount
7/15/16-PR	07/22/2016	7/15/16-PR-TAPO Dues-EFT		\$4,004.48
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$4,004.48
1263	07/22/2016	Open	DELTA DENTAL OF CALIFORNIA	\$6,369.21
Invoice				Amount
BE001726852	07/22/2016	Dental Claims: 7/8/16-7/14/16-EFT		\$6,369.21
Paying Fund		Cash Account		Amount
511 - Health Care		511.11000 (Cash)		\$6,369.21
1264	07/22/2016	Open	ICMA-RC	\$94,231.37
Invoice				Amount
7/15/16-PR	07/22/2016	7/15/16-PR-ICMA-EFT		\$94,231.37
Paying Fund		Cash Account		Amount

EFT Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/31/2016

Invoice	Date	Description	Accounts Payable	T A P O	Amount
104 - Payroll Clearing Fund					\$94,231.37
1265	07/11/2016	Open	Accounts Payable		\$35,435.91
Invoice	07/11/2016	5/31,6/15,6/31/16-PR-Retiree Health Police 3% City Pd-EFT			\$35,435.91
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$35,435.91
1266	07/11/2016	Open	Accounts Payable	TFRA	\$21,449.55
Invoice	07/11/2016	5/31,6/15,6/30/16-PR-Retiree Health Fire 4% City Paid-EFT			\$21,449.55
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$21,449.55
1267	07/11/2016	Open	Accounts Payable	TFRA	\$642.39
Invoice	07/11/2016	4/15/16-PR-Correction from underpay-EFT			\$642.39
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$642.39
1268	07/20/2016	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$214,268.77
Invoice	07/20/2016	7/15/16-PR-IRS TAX-EFT			\$214,268.77
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$214,268.77
1269	07/20/2016	Open	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$48,000.00
Invoice	07/20/2016	7/15/16-PR- State Taxes-EFT			\$48,000.00
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$48,000.00
1270	07/27/2016	Open	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$140.62
Invoice	07/27/2016	7/15/16-PR-second pymt-STATE PR TAXES			\$140.62
Paying Fund		Cash Account			Amount
104 - Payroll Clearing Fund		104.11000 (Cash)			\$140.62
1271	07/28/2016	Open	Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$8,916.00
Invoice	07/28/2016	APR-JUN 2016 EDD Claims-EFT			\$8,916.00
Paying Fund		Cash Account			Amount
512 - Casualty Insurance		512.11000 (Cash)			\$8,916.00

EFT Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 7/31/2016

Accounts Payable CalPERS \$152,610.22

Invoice	Date	Description	Amount
07/15/2016	07/15/2016	CalPERS 6/1/16-6/15/16-EFT	\$152,610.22
Open		Cash Account	Amount
		104 - Payroll Clearing Fund	\$152,610.22

Accounts Payable CalPERS \$158,413.01

Invoice	Date	Description	Amount
07/15/2016	07/15/2016	CalPERS-6/1/16-6/30/16-EFT	\$158,413.01
Open		Cash Account	Amount
		104 - Payroll Clearing Fund	\$158,413.01

31 Transactions \$921,854.45

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$921,854.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	31	\$921,854.45	\$0.00

All

Status	Count	Transaction Amount	Reconciled Amount
Open	31	\$921,854.45	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	31	\$921,854.45	\$0.00

EFTs

Status	Count	Transaction Amount	Reconciled Amount
Open	31	\$921,854.45	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Total	31	\$921,854.45	\$0.00

All

Status	Count	Transaction Amount	Reconciled Amount
Open	31	\$921,854.45	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	31	\$921,854.45	\$0.00

Grand Totals:

OCTOBER 25, 2016
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California



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MINUTES
Regular Meeting
Turlock City Council

- 1. A. **CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:01 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

Mayor Soiseth handled Staff Update Item 3B1 out of order.

3B1. Mayor Soiseth introduced his newly adopted dog Dash. Mayor Soiseth and Animal Control Supervisor Glenna Jackson provided information about pet adoption, licensing, and microchip processes and programs, Pet Amnesty Month, responsibilities of pet owners and the animal shelter, "Pet of the Month" Pet No. 10-13, the recent adoption of Pet No. 9-34, adoption fees for Pet of the Month sponsored by TMAPS, November being "Pets for Vets" Month, and contact information for the Turlock Animal Shelter.

Gil Esquer inquired about the limit of animals per household.

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

- A. Mayor Soiseth presented a Proclamation to Turlock Police Detective Brandon Bertram in recognition of the Turlock Police Department's support of "Movember" Men's Health Movement Month, November 2016. Detective Bertram thanked the Council for their support of this wonderful program that calls attention to men's health and aids in the battle of testicular and prostate cancer.
- B. Channing Wilson, California State University Stanislaus Kinesiology Student, introduced Dr. Jeffrey Bernard, Assistant Professor, Department of Kinesiology and fellow student Colby Robison and presented information about the 100 Citizens Program developed in partnership with CSUS and the City of Turlock Parks, Recreation, and Public Facilities Department including opportunities for students, free exercise for the community, efforts to improve public health, and program highlights.

Mayor Soiseth noted his positive experience with this program.

3. A. SPECIAL BRIEFINGS:

- 1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriel Mostajo, CSUS Student Government Relations Coordinator thanked Councilmembers Bublak and Nascimento and Council Candidate Gil Esquer for attending the Open Forum, provided a reminder about the Election to Watch gathering on November 8, 2016 at Hauck's Grill, and spoke about potential tuition increases.



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B. STAFF UPDATES

Staff Update Item 3B1 was handled previously.

2. Fire Chief Robert Talloni presented information about the recent Public Safety Open House, calls for service in October, operational training, fire prevention highlights, calls of note in support of Million Acts of Kindness, and the new End of Life law including implications this will have on the Fire Department. Fire Chief Talloni also noted he would like to address the false alarm policy in the future.

Acting Police Chief Nino Amirfar presented a synopsis of the Turlock Police Department third-quarter report including top 3 calls for service, burglaries by type, top 3 part one crimes, officer involved use of force, holiday safety videos, community engagement meetings regarding quality of life issues, citizen's academy, social media efforts, and October community events including the Public Safety Open House and Halloween activities.

Council and staff discussion included appreciation for the Fire and Police Departments reports and statistics, concerns for firefighters regarding prolonged exposure to incidents, working with the City Manager to address false alarm policy, effectiveness of community meetings, and benefits of neighborhood watch groups.

Acting Police Chief Amirfar provided purchase information for "Movember" shirts, bracelets, and lapel pins.

3. Acting Police Chief Nino Amirfar presented an informational video and provided handouts with Halloween Safety Tips and noted the Police Department will be passing out color crayons and candy on Halloween during normal business hours.

Mayor Soiseth commended the Police Department for their work on the video.

4. Administrative Services Director Kellie Jacobs-Hunter provided information about the City's email system outage noting the 9-1-1 emergency system, citywide telephone system, and website are still functioning, delays in the utility billing shut-off process until the email system is restored, and City Council meetings being available for viewing on YouTube.

Senior Accountant Marie Lorenzi presented information about the Fiscal Year 2015-16 Budget Closeout and the General Fund Reserve balance including sales tax, property tax, and miscellaneous revenue, expenditures, health care costs, and budget comparisons.

City Manager Gary Hampton provided a brief summary regarding the history of health care costs and future strategies to adequately identify funding levels during the budget process.

C. PUBLIC PARTICIPATION

James Pegueros spoke about his concerns with the public bus system including challenges with breakdowns, maintenance, cleanliness, and timeliness issues and the impacts these issues have caused him and other riders.



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Mayor Soiseth directed Development Services Director Pitcock and staff to coordinate with Mr. Pegueros regarding his concerns.

Gil Esquer spoke on behalf of a concerned citizen who is experiencing issues with furniture and garbage being dumped on nearby vacant property and the street and responsibility of clean-up.

Mayor Soiseth thanked Mr. Esquer for providing this information and directed Fire Chief Talloni and the City Manager to coordinate with Mr. Esquer regarding these concerns. City Manager Hampton noted his and staff's availability to assist residents and collectively address problems.

Mayor Soiseth closed public participation.

- 4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None
- B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. CONSENT CALENDAR:

Mayor Soiseth noted the request by Milt Trieweiler for Consent Calendar Item 5H to be removed for separate consideration.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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. 2016-254** Accepting Demands of 9/22/16 in the amount of \$874,325.97
- B. Motion: Accepting Minutes of Regular Meeting of October 11, 2016
- C. Motion: Approving Contract Change Order No. 1, in the amount of \$5,717.59, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue," bringing the contract total to \$695,129.87
- D. Motion: Approving Amendment No. 2 to an Agreement with Nelson\Nygaard Consulting Associates, Inc., of San Francisco, California, for evaluation services associated with City Project No. 14-75 "Short Range Transit Plan," extending the term of agreement for an additional six (6) months
- E. Motion: Approving Contract Change Order No. 1, in the amount of \$38,271.23 (Fund 269), for City Project No. 15-43 "Montana Neighborhood Park," bringing the contract total to \$585,709.73
- F. Motion: Approving a Retainer Agreement with GWLand Associates, Inc., of Sausalito, 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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- G. 1. **Resolution No. 2016-255** Determining the purchase and installation of telecommunication hardware and support services 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 No. 2016-256** Approving a sole source procurement with Packet Fusion, Inc., of Pleasanton, California, for phone call recording equipment and prorated premium partner support services for Transit Operations, without compliance to bidding requirements in accordance with Section 2-7-08(b)(6) of the Turlock Municipal Code, in an amount not to exceed \$7,471
- H. *Removed for separate consideration.*
- I. Motion: Awarding RFP No. 16-359 and Contract No. 16-142 to Precision Emprise, Inc., Db a Precision Concrete Cutting of Sacramento, for sidewalk trip hazard removal projects for the City of Turlock, in an annual amount not to exceed \$45,000 and a total amount of \$135,000 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-359 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- J. Motion: Awarding RFP No. 16-371 and Contract No. 16-143 to A & A Portables, Inc. for rental of portable toilets to be placed at Pedretti Park and for use at special events for the City of Turlock, in an amount not to exceed \$37,596 for a period of thirty-six (36) months, having met all the specifications of RFP No. 16-371 and being the lowest responsive and responsible bidder pursuant to Turlock Municipal Code Section 2-7-09(c)(5)
- K. **Resolution No. 2016-257** Re-appropriating unspent funds of \$27,000 from Fiscal Year 2015-16 to account number 506-00-000-231.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement-Streets" reserve balance for the purchase of one (1) New Holland 2 WD ROPS Tractor
- L. **Resolution No. 2016-258** Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation Division of Aeronautics for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project
- M. **Resolution No. 2016-259** Approving modifications to the job description for the position of Senior Recreation Supervisor and changing the job title to Parks, Recreation and Public Facilities Supervisor, effective October 25, 2016
- N. 1. **Resolution No. 2016-260** Determining the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines
2. **Resolution No. 2016-261** Authorizing the closure of Main Street, between Palm Street and Market Street, while allowing cross traffic on Golden State Boulevard to continue, for pedestrian safety, for the Festival of Lights hosted by the City of Turlock in partnership with the Turlock Downtown Property Owners Association, on Friday, November 25, 2016 from 1:00 p.m. to 8:00 p.m.



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- O. 1. **Resolution No. 2016-262** Determining the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December, 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. 2016-263** Authorizing the closure of Main Street [between Palm Street and Lander Avenue], Main Street [between West Canal Drive and Palm Street], East Canal Drive [East bound between Main Street and Johnson Road], South Golden State Boulevard [between Olive Avenue and Crane Avenue], Broadway [between Market Street and Canal Drive], and North Soderquist Road at Fulkerth Road for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, on Friday, December 2, 2016 during specified times
3. **Resolution No. 2016-264** Authorizing the City Manager to approve any future Special Event Permit and associated temporary closure of certain streets for pedestrian safety, for the annual City of Turlock Christmas Parade hosted by the City of Turlock, held on the first Friday of December at specified times, in accordance with California Vehicle Code Section 21101(e)
- P. **Resolution No. 2016-265** Appropriating \$108,750 to account number 413-51-536.47061 "Capacity Reimbursement" from Fund 413 "WQC – Capital Expansion" reserve balance for the reimbursement of the wastewater capacity relinquished by Olivewood, LLC (aka D Street Foods), as approved by the City Council on September 13, 2016
- Q. 1. *Motion:* Approving an Agreement between the City of Turlock and Huntington Court Reporters to provide transcription services for the Turlock Police Department, in an annual amount not to exceed \$60,000, without compliance to formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(6)
2. **Resolution No. 2016-266** Appropriating \$15,000 to 110-20-210.43213 "Transcription Services" from Fund 110 "General Fund" reserve balance for transcription services with Huntington Court Reporters
- R. *Motion:* Approving a Memorandum of Understanding (MOU) between the City of Turlock, the Stanislaus County District Attorney's Office, and the Department of Justice Bureau of Forensic Services outlining the procedures for proper handling of Rapid DNA Service (RADS) analysis for sexual assault cases, and authorizing the Mayor, City Manager, or designee to sign the agreement
- S. **Resolution No. 2016-267** Accepting an allocation of funds, authorizing the execution of a grant agreement and the commitments necessary to administer Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of \$30,006, and appropriating said funds in the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" Program 341 "JAG" for Fiscal Year 2016-17
- T. *Motion:* Approving Amendment No. 2 to an Agreement between the City of Turlock and Randik Paper Company for the purchase of janitorial paper and cleaning supplies, increasing the compensation to an annual amount of \$21,000 during the term of the existing contract



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- U. **Resolution No. 2016-268** Approving the grant contract with the San Joaquin Valley Air Pollution Control District (SJVAPCD) in the amount of \$40,000 to partially fund two (2) Ford Fusion hybrid vehicles, with the grant funding \$20,000 of the \$33,877 cost per vehicle

Item 5H. **Motion:** Approving a Lien Agreement between the City of Turlock and Valley Milk Real Estates Holding, LLC (owner of 400 North Washington Road, Turlock, California) for deferred payment of Development Impact Fees

Development Services Director Mike Pitcock presented the staff report on the request to approve a Lien Agreement between the City of Turlock and Valley Milk Real Estates Holding, LLC (owner of 400 North Washington Road, Turlock, California) for deferred payment of Development Impact Fees.

Council and staff discussion included clarification fees will be deferred and not waived, payment process, deferral program occurring in other development areas, and benefits of the deferral program.

Mayor Soiseth opened public participation.

Ian Scott, CSUS Student, spoke in favor of the deferral program for reasons including assisting businesses during the recession.

Milt Trieweiler requested clarification regarding stipulations of the deferral program relative to the state of the economy, interest and payment breakdown/due dates, and means for ensuring conflicts of interest do not exist.

Additional Council and staff discussion included payment process, program regulations such as authorization under the Turlock Municipal Code and how/what fees can be used for once collected, and the Council's obligation to disclose any financial interest.

Mayor Soiseth thanked Mr. Trieweiler for his questions and the discussion.

Valley Milk Chief Executive Officer Patti Smith spoke about their business, key components and benefits of the deferral program including job creation, betterment of Turlock, and feeding the world, and invited Mr. Trieweiler to visit their site.

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, Approving a Lien Agreement between the City of Turlock and Valley Milk Real Estates Holding, LLC (owner of 400 North Washington Road, Turlock, California) for deferred payment of Development Impact Fees. 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





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7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

- A. Transportation Engineering Supervisor Wayne York presented the staff report on the request to accept a report on the implementation of the City's Collision Reduction Strategy.

Council and staff discussion included options and process for pedestrian-first signaling.

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

Additional Council discussion included appreciation to staff for their work on this important topic, the importance of pedestrian and motorist safety, and options for lane width standards to assist with speed reduction.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting a report on the implementation of the City's Collision Reduction Strategy. Motion carried 5/0 by the following vote:

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

- B. Parks, Recreation and Public Facilities Department Director presented the staff report on the request to authorize execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project.

Council and staff discussion included planting and growth processes and a similar project along Highway 99 in Atwater.

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

Mayor Soiseth spoke about economic development and demonstrating to the community and passers-by that we care about how we (the City) present ourselves.

Action: **Resolution No. 2016-269** Authorizing execution of a consent letter with the California Department of Transportation for the State Highway 99 Wildflower Beautification pilot project was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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



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- C. Regulatory Affairs Manager Garner Reynolds presented the staff report on the request to accept the updated Water Rate Study and affirming the January 2017 water rate increase.

Mr. Reynolds introduced Tom Pavletic, Municipal Financial Services, who presented information about previous adoption of the 5-year rate plan, groundwater rate schedule, proposed increase and related charges for 2017, water supply scenarios, reductions in water use and revenue, implications if the rate increase is not approved, comparison of residential billing in other cities, and a potential rate plan for surface water.

Council, staff, and Mr. Pavletic discussed surface water rates, status and membership of the surface water project, justification of the groundwater rate increase, unfunded mandates regarding water quality, and the importance of long-term viable water supply.

Mayor Soiseth opened the public hearing.

Milt Trieweiler spoke about his concerns with excessive water use, the use of drinking (potable) water to irrigate lawns, the need to develop a program to discourage excessive water use, and the benefits of water efficient landscape.

Gil Esquer spoke about his concerns for citizens due to the increase in rates and excessive water use.

Mayor Soiseth closed the public hearing.

Council, staff, and Mr. Pavletic discussed tiered water rates, methods for addressing excessive water use, current water conservation efforts and enforcement, compliance with bond covenants, subsidies for those unable to pay, and the importance of a diverse water portfolio.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Accepting the updated Water Rate Study and affirming the January 2017 water rate increase. Motion carried 5/0 by the following vote:

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

9. **NON-AGENDA ITEMS:** None

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



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11. COUNCIL COMMENTS:

Councilmember DeHart spoke about his recent appointment to Vice Chair of the Policy Committee Board for the League of California Cities and upcoming attendance at the annual conference in November. Mayor Soiseth commended Councilmember DeHart for his leadership role and positive representation of the City.

Councilmember Nascimento spoke about his role on the Salvation Army Board and a recent challenge to lead a team of the Turlock City Council for the upcoming Kettle Kick-off fundraiser event. Mayor Soiseth noted he will be the Master of Ceremonies at this event.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Jacob, to adjourn the open session of the regular meeting at 8:11 p.m. Motion carried unanimously.

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn the closed session of the regular meeting at 8:20 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



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City Council Synopsis
November 8, 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. 16-72 "Blower Building No. 1 Re-roof" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement in the amount of \$43,727 (Fund 410), with Pacific Valley Roofing Inc. of Ceres, California, for City Project No. 16-72 "Blower Building No. 1 Re-roof"

Resolution: Appropriating \$7,000 to account number 410-51-534.44159 "Blower Bldg #1 Reroof" to be funded from Fund 410 Water Quality Control reserves for City Project No. 16-72 "Blower Building No. 1 Re-roof" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

Blower Building No. 1 was constructed at the Turlock Regional Water Quality Control Facility in 2001. Blower Building No. 1 provides shelter to mechanical and electrical equipment necessary for the operation of aeration basins at the facility. Leaks have been noted by City staff inside the building after rain events. The existing roof system on Blower Building No. 1 has exceeded its useful life. The scope of work included in the base bid provides an overlayment of existing roof materials with a 60 mil thick thermoplastic polyolefin membrane, and includes a twenty (20) year warranty. An additive bid alternate was included in the bid package to upgrade the roofing system and includes removal of existing roofing materials and installation of an 80 mil thick thermoplastic polyolefin membrane with a thirty (30) year warranty.

OK for Agenda

On October 11, 2016, two (2) proposals were received for the construction of City Project No. 16-72 "Blower Building No. 1 Re-roof." Pacific Valley Roofing Inc. of Ceres, California was the lowest responsible bidder. The basis of award of the contract is the lowest base bid price.

COMPANY NAME	BASE BID AMOUNT	ADDITIVE BID ALTERNATE NO. 1 AMOUNT
Pacific Valley Roofing Inc.	\$24,327	\$19,400
King's Roofing	\$38,940	\$18,722

City staff recommends inclusion of the additive bid alternate in the contract.

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. Leaks have been noted by City staff inside the building after rain events. The existing roof system on Blower Building No. 1 has exceeded its useful life.
- 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 Base Bid plus Additive Bid Alternate Cost	Contingency	Construction Engineering and Inspection	Preliminary Engineering
\$56,755	\$43,727	\$4,372	\$4,372	\$4,284

The current 2016-17 budget for account number 410-51-534.44159 "Blower Bldg #1 Reroof" is \$50,000. Staff is requesting Council approval of an additional appropriation of \$7,000 to this account to be funded from Fund 410 Water Quality Control reserves to complete the necessary funding required for this project.

No General Fund money will be used for this project.

Staff has conferred with the Finance Division in the preparation of this report.

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 needed to protect mechanical and electrical equipment inside Blower Building No. 1 from the elements.

CITY PROJECT NO. 16-72
BLOWER BUILDING NO. 1 RE-ROOF



**CITY OF TURLOCK
 BIDDER'S SUMMARY**

PROJECT TITLE: TRWQCF Blower Building No. 1 Re-roof
 PROJECT NUMBER: 16-72
 BID OPENING DATE: October 11, 2016
 BID OPENING TIME: 4:00 PM
 ANTICIPATED COUNCIL AWARD DATE: November 8, 2016

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 Pacific Valley Roofing		2 King's Roofing	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRWQCF Blower Building No. 1 Re-roof	LS	1	\$28,000.00	\$28,000.00	\$24,327.00	\$24,327.00	\$38,940.00	\$38,940.00
Base Bid* Total =				\$28,000.00		\$24,327.00		\$38,940.00	

*The award of the contract will be based on the lowest base bid from a responsible bidder submitting a responsive proposal

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Pacific Valley Roofing		King's Roofing	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Additive Bid Alternate No. 1 - Upgrade to roofing membrane with 30 year warranty	LS	1	\$15,000.00	\$15,000.00	\$19,400.00	\$19,400.00	\$18,722.00	\$18,722.00
Additive Bid Alternate No. 1** Subtotal =				\$15,000.00		\$19,400.00		\$18,722.00	

**Contractor is encouraged, though not required, to provide a price for the additive bid alternate on the bid form

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-72 TRWQCF Blower Building No. 1 Re-roof

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Pacific Valley Roofing Inc.
2509 McKittrick Court
Ceres, California 95307

hereinafter called "Contractor" on this 8th day of November, 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 November 8, 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: Install a mechanically fastened roofing membrane over the existing TPO roof membrane at Blower Building No. 1. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. **The Contract:**

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. **Schedule:**

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-72, "TRWQCF Blower Building No. 1 Re-roof."**

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 **Forty Three Thousand Seven Hundred Twenty Seven and NO/100ths Dollars (\$43,727.00)**. 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 **Ten (10)** 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 **Four Hundred Fifty and no/100ths Dollars (\$450.00)** 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 Contractor's 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 | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

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.

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) 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.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (f) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (i) 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 23 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

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

or

Print Name

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

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

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

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. 16-72, "TRWQCF Blower Building No. 1 Re-roof,"**" 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. 16-72, "TRWQCF Blower Building No. 1 Re-roof,"** 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. 16-72 "BLOWER }
BUILDING NO. 1 RE-ROOF" 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, the California Environmental Quality Act (CEQA) requires 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 consist 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. 16-72, "Blower Building No. 1 Re-roof" is to overlay existing roofing materials with new materials and does not expand use of the existing facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-72 "Blower Building No. 1 Re-roof" 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 8th day of November, 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 APPROPRIATING	}	RESOLUTION NO. 2016-
\$7,000 TO ACCOUNT NUMBER	}	
410-51-534.44159 "BLOWER BLDG #1	}	
REROOF" TO BE FUNDED FROM FUND	}	
410 WATER QUALITY CONTROL	}	
RESERVES FOR CITY PROJECT NO. 16-72	}	
"BLOWER BUILDING NO. 1 RE-ROOF" TO	}	
COMPLETE THE NECESSARY FUNDING	}	
<u>REQUIRED FOR THIS PROJECT</u>	}	

WHEREAS, by separate action, on November 8, 2016, Council awarded bid and approved an agreement in the amount of \$43,727 with Pacific Valley Roofing, Inc. for City Project No. 16-72 "Blower Building No. 1 Re-roof"; and

WHEREAS, City staff recommends inclusion of an additive bid alternate to upgrade the roofing materials which will provide a thirty (30) year warranty; and

WHEREAS, the estimated project costs, inclusive of the additive bid alternate, total \$56,755; and

WHEREAS, the current 2016-17 budget for account number 410-51-534.44159 "Blower Bldg #1 Reroof" is \$50,000; staff is requesting Council approval of an additional appropriation of \$7,000 to this account to be funded from Fund 410 Water Quality Control reserves to complete the necessary funding required for this project; 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 appropriate \$7,000 to account number 410-51-534.44159 "Blower Bldg #1 Reroof" to be funded from Fund 410 "Water Quality Control" reserves for City Project No. 16-72 "Blower Building No. 1 Re-roof" 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 8^h day of November 2016, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

November 8, 2016



50



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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Development Fee Annual Report for Fiscal Year 2015-16 in accordance with Section 66006 of the Government Code

2. DISCUSSION OF ISSUE:

The Development Fee Annual Report for Fiscal Year 2015-16 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. Development impact fees are one-time charges on new development collected and used by jurisdictions (e.g., a City or County) to cover the cost of capital facilities and infrastructure that is required to serve new residential, commercial and industrial growth.

Impact fees are generally collected upon issuance of a building permit, although the City of Turlock allows the payment of certain fees to be deferred to close of escrow, certificate of occupancy or payment over a set period of time with City Council approval. The development fee programs covered by this report are Capital Facilities Fees (CFF), Turlock Regional Industrial Park (TRIP), Northwest Triangle Specific Plan (NWTSP), North Turlock Master Plan (NTMP), Northeast Turlock Master Plan (NETMP), Sewer Trunk and Master Storm fees. Two additional development fee programs, East Tuolumne Master Plan (ETMP) and Morgan Ranch Master Plan (MRMP) have been adopted by City Council, but are not reflected in this report as construction and fee collection has not begun.

Fees are established with the adoption of a fee nexus study which was developed under Assembly Bill 1600 legislation as codified by California Government Code 66000 et. seq. These code sections set forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship, or nexus, must exist between a governmental

OK for Agenda

[Handwritten signature]

exaction and the purpose of the condition.” Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

State law requires that the City make the following information available to the public for each fund on an annual basis and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and
- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each interfund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement; and
- Current Fees

Attached for your review is the report detailing Fiscal Year 2015-16.

3. BASIS FOR RECOMMENDATION:

- A. Section 66006 of the Government Code requires that an annual report of development fee activity be reviewed and accepted by the City Council.

Policy Goal and Implementation Plan Initiative:

Policy Goal #6 Intelligent, Planned, Managed Growth

General Principles:

2. Managed growth requires the development of detailed financial strategies to ensure that growth adds to the health and well-being of the community without placing an unfinanced service burden on the City and its residents and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

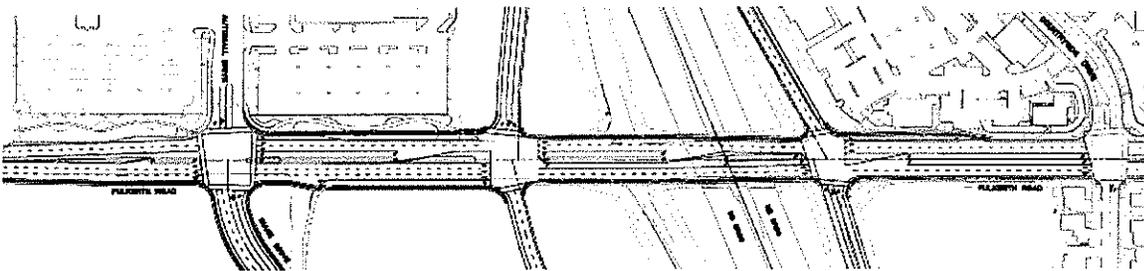
- A. Deny acceptance of the report. This is not recommended as state law stipulates that the report be prepared and accepted annually.



DEVELOPMENT FEES

ANNUAL REPORT

FISCAL YEAR
2015-2016



INTRODUCTION

This Development Fee Annual Report for Fiscal Year 2015-2016 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. Development impact fees are one-time charges on new development collected and used by jurisdictions (e.g., a City or County) to cover the cost of capital facilities and infrastructure that is required to serve new residential, commercial and industrial growth. Impact fees are generally collected upon issuance of a building permit, although the City of Turlock allows the payment of certain fees to be deferred to close of escrow, certificate of occupancy or payment over a set period of time with City Council approval. The development fee programs covered by this report are Capital Facilities Fees (CFF), Turlock Regional Industrial Park (TRIP), Northwest Triangle Specific Plan (NWTSP), North Turlock Master Plan (NTMP) Northeast Turlock Master Plan (NETMP), Sewer Trunk and Master Storm fees. Two additional development fee programs, East Tuolumne Master Plan (ETMP) and Morgan Ranch Master Plan (MRMP) have been adopted by City Council but are not reflected in this report as construction and fee collection has not begun.

Fees are established with the adoption of a fee nexus study which was developed under Assembly Bill 1600 legislation as codified by California Government Code 66000 et. Seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship, or nexus, must exist between a governmental exaction and the purpose of the condition.” Specifically, each local agency imposing a fee must perform the following tasks:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee’s use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of public facility or portion of public facility attributable to development on which the fee is imposed.

State law requires that the City make the following information available to the public for each fund on an annual basis and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and

- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each interfund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement; and
- Current Fees

Below is the required information for each fund.

FUND 230 – NORTHWEST TRIANGLE SPECIFIC PLAN

The Northwest Triangle Specific Plan is a commercial zoned master plan roughly bounded by Taylor Road to the north, Fulkerth Road to the south, Golden State Boulevard to the east and Tegner Road to the west. Separate funds, as defined below, have been established to account for the impact of new development.

Sewer Fee Fund

The fees collected and deposited into this fund are for sewer system improvements within the NWTSP. Specifically included in this fund are sewer main projects needed to serve the full build out of the specific plan.

Water Fee Fund

The fees collected and deposited into this fund are for water system improvements within the NWTSP. Specifically included in this fund are water main projects needed to serve the full build out of the specific plan.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the NWTSP Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of NWTSP funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Sewer	Water	Admin
Beginning Balance	\$ 204,951.30	\$ 50,982.18	\$ 1,566.98
Revenue	1,028.29	39,875.31	1,227.07
Interest Earned	519.71	0.00	0.00
Loan Proceeds	0.00	0.00	0.00
Grant Proceeds	0.00	0.00	0.00
Transfer In	0.00	0.00	0.00
Expenditures	(0.00)	(0.00)	(0.00)
Refunds	0.00	0.00	0.00
Transfer Out	(0.00)	(0.00)	(0.00)
Ending Balance	\$ 206,499.30	\$ 90,857.49	\$ 2,644.05

Transfer and Loan Descriptions

	Description	Amount
Transfers	N/A	\$0.00
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Sewer	N/A	\$0.00
	Total	\$0.00
Water	N/A	\$0.00
	Total	\$0.00
Admin	N/A	\$0.00
	Total	\$0.00

FUND 305 – CAPITAL FACILITY FEE

Capital Facilities Fees mitigate the impacts caused by new development on certain public facilities. The CFF is a city-wide program and fees are used for land acquisition, infrastructure construction and improvement of public facilities needed as a result of this new development. Separate funds have been established to account for the impact of new development on the following types of public facilities listed below.

Roadways Fee Fund

The fees collected and deposited into this fund are for roadway capacity improvements to freeways, expressways, arterials and collectors including traffic signals, bike facilities and medians needed to serve the full build out of the General Plan.

Police Fee Fund

The fees collected and deposited into this fund are for the Police facilities expansion including vehicles and equipment needed to serve the full build out of the General Plan.

General Government Fee Fund

The fees collected and deposited into this fund are for the General Government facilities expansion including building expansion and equipment needed to serve the full build out of the General Plan.

Fire Fee Fund

The fees collected and deposited into this fund are for the Fire facilities expansion including vehicles and equipment needed to serve the full build out of the General Plan

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the CFF Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of CFF funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Contingency Reserve Facilities Fee Administration Fund

This fund is a hold over fund from a previous capital facilities fee program and currently has no revenue source. The fund is used to transfer/loan dollars to other CFF accounts to help facilitate expedited construction of the improvements when expedited construction is appropriate. The transfers are loans and repayment is required unless the City Council deems it unnecessary.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Roadway	Police	General Government / Admin	Fire	Contingency Reserve
Beginning Balance	\$ 2,419,365.43	\$ (1,309,806.39)	\$ 5,301,530.29	\$ 1,619,084.49	\$ 187,302.52
Revenue	1,440,022.84	53,985.92	162,738.91	32,931.42	0.00
Interest Earned	4,153.58	0.00	9,539.55	2,914.20	337.12
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Grant Proceeds	0.00	0.00	0.00	0.00	0.00
Transfer In	0.00	432,048.52	15,800.00	0.00	0.00
Expenditures	(114,249.53)	(31,543.15)	(142,711.17)	(0.00)	(0.00)
Refunds	0.00	0.00	0.00	0.00	0.00
Transfer Out	(0.00)	(0.00)	(70,000)	(0.00)	(0.00)
Ending Balance	\$ 3,749,292.32	\$ (855,315.10)	\$ 5,276,897.58	\$ 1,654,930.11	\$ 187,639.64

Transfer and Loan Descriptions

	Description	Amount
Transfers	Engineering Admin	\$50,000.00
	Accounting Admin	\$20,000.00
	Total	\$70,000.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Roadways	Reimburse Developer Tuolumne	\$4,589.52
	GSB/Berkeley Ave Intersection	\$44,583.14
	Hwy 99 at Fulkerth Interchange	\$65,076.87
	Total	\$114,249.53
Police	Public Safety Facility	\$31,543.15
	Total	\$31,543.15
General Gov't / Admin	Downtown Parking Study	\$55,854.71
	Carnegie Storm Water Improvement	13,799.18
	Broadway Parking Lot	40,024.28
	Recreation Priority & Feasibility Study	33,033.00
	Total	\$142,711.17
Fire	N/A	\$0.00
	Total	\$0.00
Contingency Reserve	N/A	\$0.00
	Total	\$0.00

FUND 306 – NORTH TURLOCK MASTER PLAN

The North Turlock Master Plan is a residential master planned development roughly bounded by Taylor Road to the north, Christoffersen Parkway to the south, Walnut Road to the east and Tegner Road to the west. Separate funds, as defined below, have been established to account for the impact of new development.

Transportation Fee Fund

The fees collected and deposited into this fund are for transportation system improvements within the NTMP. Specifically included in this fund are street, bike and traffic signal projects needed to serve the full build out of the master plan.

Sewer Fee Fund

The fees collected and deposited into this fund are for sewer system improvements within the NTMP. Specifically included in this fund are sewer line and lift station projects needed to serve the full build out of the master plan.

Storm Fee Fund

The fees collected and deposited into this fund are for storm drain system improvements within the NTMP. Specifically included in this fund are storm line, lift station and storm water storage projects needed to serve the full build out of the master plan.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the NTMP Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of NTMP funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Transportation	Sewer	Storm	Admin
Beginning Balance	\$ 1,112,047.64	\$ 783,892.22	\$ 395,724.29	\$ (10,268.24)
Revenue	43,222.16	14,877.23	19,193.52	2,318.77
Interest Earned	4,489.97	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00
Grant Proceeds	0.00	0.00	0.00	0.00
Transfer In	0.00	0.00	0.00	0.00
Expenditures	(230,104.86)	(0.00)	(0.00)	(0.00)
Refunds	0.00	0.00	0.00	0.00
Transfer Out	(0.00)	(0.00)	(0.00)	(0.00)
Ending Balance	\$ 929,654.91	\$ 798,769.45	\$ 414,917.81	\$ (7,949.47)

Transfer and Loan Descriptions

	Description	Amount
Transfers	N/A	\$0.00
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Transportation	N. Tegner at Taylor Intersection	\$227,143.86
	Walnut at Taylor Traffic Signal Survey	\$2,961.00
	Total	\$230,104.86
Sewer	N/A	\$0.00
	Total	\$0.00
Storm	N/A	\$0.00
	Total	\$0.00
Admin	N/A	\$0.00
	Total	\$0.00

FUND 307 – NORTHEAST TURLOCK MASTER PLAN

The Northeast Turlock Master Plan is a residential master planned development roughly bounded by Taylor Road to the north, Monte Vista Avenue to the south, the city limit line to the east and Olive Avenue to the west. Separate funds, as defined below, have been established to account for the impact of new development.

Transportation Fee Fund

The fees collected and deposited into this fund are for transportation system improvements within the NETMP. Specifically included in this fund are street, bike and traffic signal projects needed to serve the full build out of the master plan.

Sewer Fee Fund

The fees collected and deposited into this fund are for sewer system improvements within the NETMP. Specifically included in this fund are sewer line and lift station projects needed to serve the full build out of the master plan.

Storm Fee Fund

The fees collected and deposited into this fund are for storm drain system improvements within the NETMP. Specifically included in this fund are storm line, lift station and storm water storage projects needed to serve the full build out of the master plan.

Water Fee Fund

The fees collected and deposited into this fund are for storm drain system improvements within the NETMP. Specifically included in this fund are water main projects needed to serve the full build out of the master plan.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the NETMP Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of NETMP funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Transportation	Sewer	Storm	Water	Admin
Beginning Balance	\$ 1,305,643.45	\$ 110,310.23	\$ 710,044.30	\$ 339,362.67	\$ 177,589.07
Revenue	343,970.20	23,535.48	179,095.20	58,981.26	18,167.61
Interest Earned	5,474.98	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Grant Proceeds	0.00	0.00	0.00	0.00	0.00
Transfer In	0.00	0.00	0.00	0.00	0.00
Expenses	(14,063.95)	(0.00)	(0.00)	(0.00)	(0.00)
Refunds	0.00	0.00	0.00	0.00	0.00
Transfer Out	(0.00)	(0.00)	(0.00)	(0.00)	(50,000.00)
Ending Balance	\$1,641,024.68	\$ 133,845.71	\$ 889,139.50	\$ 398,343.93	\$ 145,756.68

Transfer and Loan Descriptions

	Description	Amount
Transfers	Engineering Admin	\$50,000.00
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Transportation	Monte Vista Widening	\$14,063.95
	Total	\$14,063.95
Sewer	N/A	\$0.00
	Total	\$0.00
Storm	N/A	\$0.00
	Total	\$0.00
Water	N/A	\$0.00
	Total	\$0.00
Admin	N/A	\$0.00
	Total	\$0.00

FUND 308 – TURLOCK REGIONAL INDUSTRIAL PARK

The Turlock Regional Industrial Park is a commercial and Industrial zoned master plan roughly bounded by Fulkerth Road to the north, Linwood Avenue to the south, Hwy 99 to the east and Washington Road to the west. Separate funds, as defined below, have been established to account for the impact of new development.

Sewer Fee Fund

The fees collected and deposited into this fund are for sewer system improvements within the TRIP. Specifically included in this fund are sewer main projects needed to serve the full build out of the specific plan.

Water Fee Fund

The fees collected and deposited into this fund are for water system improvements within the TRIP. Specifically included in this fund are water main projects needed to serve the full build out of the specific plan.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the TRIP Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of TRIP funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Sewer	Water	Admin
Beginning Balance	\$ 254,172.07	\$ 180,059.46	\$ (241,903.78)
Revenue	7,206.89	21,724.83	1,809.45
Interest Earned	4,692.47	0.00	0.00
Loan Proceeds	0.00	0.00	0.00
Grant Proceeds	0.00	5,000.00	0.00
Transfer In	0.00	0.00	0.00
Expenditures	(0.00)	(0.00)	(0.00)
Refunds	0.00	0.00	0.00
Transfer Out	(0.00)	(0.00)	(0.00)
Ending Balance	\$ 261,378.96	\$ (201,784.29)	\$ (240,094.33)

Transfer and Loan Descriptions

	Description	Amount
Transfers	N/A	\$0.00
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Sewer	N/A	\$0.00
	Total	\$0.00
Water	N/A	\$0.00
	Total	\$0.00
Admin	N/A	\$0.00
	Total	\$0.00

FUND 411 –STORM DRAINAGE CONSTRUCTION (MASTER STORM)

Storm Drain Construction Fees mitigate the impacts caused by new development on certain public facilities. Storm Drain Construction is a city-wide program and fees are used for land acquisition, infrastructure construction and improvement of public facilities needed as a result of this new development. Separate funds have been established to account for the impact of new development on the following types of public facilities listed below.

Storm Drain Construction Fee Fund

The fees collected and deposited into this fund are for storm drain lines, lift stations and storage improvements necessitated by new development.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the Storm Drainage Construction Program to include the preparation of the Annual and Five Year

Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of Storm Drainage Construction funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Storm	Admin
Beginning Balance	\$ 1,966,877.24	\$0.00
Revenue	209,941.88	0.00
Interest Earned	3,905.89	0.00
Loan Proceeds	0.00	0.00
Grant Proceeds	0.00	0.00
Transfer In	0.00	0.00
Expenditures	(3,080.42)	(0.00)
Refunds	0.00	0.00
Transfer Out	(5,382.17)	(0.00)
Ending Balance	\$ 2,172,262.42	0.00

Transfer and Loan Descriptions

	Description	Amount
Transfers	WISP Storm Transfer	\$5,382.17
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Storm	Storm Water Master Plan	\$3,080.42
	Total	\$3,080.42
Admin	N/A	\$0.00
	Total	\$0.00

FUND 414 – SEWER TRUNK CONSTRUCTION

Sewer Trunk Fees mitigate the impacts caused by new development on certain public facilities. The Sewer Trunk Fee is a city-wide program and fees are used for land acquisition, infrastructure construction and improvement of public facilities needed as a result of this new development. Separate funds have been established to account for the impact of new development on the following types of public facilities listed below.

Sewer Trunk Fee Fund

The fees collected and deposited into this fund are for sewer line and lift station improvements necessitated by new development.

Administration Fee Fund

The fees collected and deposited into this fund are for the administration of the Sewer Trunk Construction Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports and periodic fee nexus study updates. Other administrative requirements include the day to day management of Sewer Trunk Construction funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budget.

Statement of Revenues, Expenditures and Change in Fund Balance Year End

FY 15/16	Sewer Trunk	Admin
Beginning Balance	\$ 247,272.99	\$0.00
Revenue	33,934.45	0.00
Interest Earned	495.88	0.00
Loan Proceeds	0.00	0.00
Grant Proceeds	0.00	0.00
Transfer In	0.00	0.00
Expenditures	(0.00)	(0.00)
Refunds	0.00	0.00
Transfer Out	(0.00)	(0.00)
Ending Balance	\$ 281,703.32	0.00

Transfer and Loan Descriptions

	Description	Amount
Transfers	N/A	\$0.00
	Total	\$0.00
Loans	N/A	\$0.00
	Total	\$0.00

Expenses by Fund

Fund	Project	Expenditure
Sewer	Bank Charges	\$0.00
	Total	\$0.00
Admin	N/A	\$0.00
	Total	\$0.00

Summary

This is an Annual Report as required by Section 66006 of the Government Code. The City collects these fees on a pay-as-you-go basis for mitigation of impacts associated with new development. This Report reflects the annual reporting requirements as stipulated in the Government Code.

Appendix – Current Fees

City of Turlock



Development Impact Fees

Effective Dates: 1-Jul-16 to 30-Sep-16

City Engineer, Michael G. Pitcock, P.E.

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STREET LIGHT DEVELOPMENT FEES

Dates Effective	From	1-Jul-16	To	30-Sep-16
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STREET LIGHT DEVELOPMENT FEES

Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Non Arterial	TMC 7-5-02	Linear Ft of Frontage	\$3.75	390.25	912.39	\$8.77	Building Permit
Arterial	TMC 7-5-02	Linear Ft of Frontage	\$7.50	390.25	912.39	\$17.53	Building Permit

This fee is to pay for the installation of street lights, either existing or to be placed when the parcel being developed has not either paid or installed street lights on the street.

SEWER DEVELOPMENT FEES

New Fee (All development without vesting prior to Oct 27, 2003)

Dates Effective	From	1-Jul-16	To	30-Sep-16
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Waste Water Plant Capacity							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Substantial Industrial Users (flow rates greater or equal to 25,000 gallons/day)	TMC 6-4-502	Flow (MGD)	\$2,461,000.00	619.37	912.39	\$3,625,283.42	Building Permit
	TMC 6-4-502	BOD (lbs/day)	\$331.00	619.37	912.39	\$487.59	Building Permit
	TMC 6-4-502	SS (lbs/day)	\$49.00	619.37	912.39	\$72.18	Building Permit
Commercial & Light Industrial (flow rate less than 25,000 gal./day)	TMC 6-4-502	Fixture Units (0-25)	\$1,355.18	619.37	912.39	\$1,996.31	Building Permit
	TMC 6-4-502	Fixture Units (Each Over 25)	\$54.21	619.37	912.39	\$79.86	Building Permit
Residential (assumes 34 fixture units)	TMC 6-4-502	Dwelling Unit	\$1,843.09	619.37	912.39	\$2,715.04	Building Permit
	TMC 6-4-502	Fixture Units	\$54.21	619.37	912.39	\$79.86	Building Permit
Hospitals/Convalescent	TMC 6-4-502	Bed	\$361.38	619.37	912.39	\$532.35	Building Permit
Restaurants	TMC 6-4-502	Seats (0-40)	\$3,613.80	619.37	912.39	\$5,323.47	Building Permit
	TMC 6-4-502	Seats (each over 40)	\$90.34	619.37	912.39	\$133.08	Building Permit
Schools	TMC 6-4-502	Per 15 SF of Classroom	\$72.28	619.37	912.39	\$106.48	Building Permit

The Wastewater Plant Capacity Fee is to pay for the sewer treatment plant capacity due to the added sewer flow to the system created by the growth of the development. Additions are covered under TMC 6-4-503.

SEWER FRONTAGE FEE							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Low Density Residential	TMC 6-4-603	Per Lot	\$1,000.00	584.81	912.39	\$1,560.16	Building/Sewer Permit
	TMC 6-4-603	Front Footage	\$20.00	584.81	912.39	\$31.20	Building/Sewer Permit
All other Land Uses	TMC 6-4-603	Front Footage	\$20.00	584.81	912.39	\$31.20	Building/Sewer Permit

Sewer Frontage Fee is for the purpose of buying into the sewer line that exists in the roadway adjacent to the property. The fee is suppose to simulate 1/2 of the cost of constructing the sewer line. This fee is also used to reimburse the installer of the line under separate reimbursement agreements with the installer of the line.

SEWER CONNECTION FEE							
Service Size	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Four inch (4") Service	TMC 6-4-602	Per Service	1,500.00	519.06	912.39	\$2,636.66	Sewer Permit
Larger than 4" Service	TMC 6-4-602	Per Service	Estimate	N/A	N/A	ESTIMATE	Sewer Permit

Sewer Connection Charges are the City of Turlock work forces costs for the installation of the service. The payment is made at the time a Sewer Permit is executed which is a work order for the installation of the sewer service to the property line of the requested property.

SEWER TRUNK CAPACITY FEE							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential	TMC 6-4-604	Dwelling Unit	\$126.72	519.06	912.39	\$222.75	Building Permit
Non-Residential & Remodel / Additions	TMC 6-4-604	Per Fixture Unit 01-15	\$5.28	519.06	912.39	\$9.28	Building Permit
	TMC 6-4-604	Per Fixture Unit 16-50	\$2.64	519.06	912.39	\$4.64	Building Permit
	TMC 6-4-604	Per Fixture Unit over 50	\$1.32	519.06	912.39	\$2.32	Building Permit

The Sewer Trunk Capacity Fee is to pay for the construction of future Sewer Trunk lines or the oversizing of normal sewer size lines to become Sewer Trunk Lines.

WATER DEVELOPMENT FEES

New Fee (All development without vesting prior to June 26, 2004)

Dates Effective	From	1-Jul-16	To	30-Sep-16
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WATER GRID							
Meter Size	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
1" or Less	Ord. 1026 - CS	Service	\$2,048.00	615.36	912.39	\$3,036.56	Building Permit
1 1/2"	Ord. 1026 - CS	Service	\$6,554.00	615.36	912.39	\$9,717.57	Building Permit
2"	Ord. 1026 - CS	Service	\$8,193.00	615.36	912.39	\$12,147.70	Building Permit
3"	Ord. 1026 - CS	Service	\$18,434.00	615.36	912.39	\$27,331.96	Building Permit
4"	Ord. 1026 - CS	Service	\$51,205.00	615.36	912.39	\$75,921.30	Building Permit
6"	Ord. 1026 - CS	Service	\$102,410.00	615.36	912.39	\$151,842.60	Building Permit
8"	Ord. 1026 - CS	Service	\$180,242.00	615.36	912.39	\$267,243.56	Building Permit
10"	Ord. 1026 - CS	Service	\$286,748.00	615.36	912.39	\$428,159.27	Building Permit

Water Grid fees are for the Purpose of buying into the City of Turlock Water System. The system is made up of a number of deep wells and water transmission lines. This fee is used to construct future Water Wells that will need to be developed due to the impact of growth. In addition the fee pays for the oversizing of water lines so that a grid system can be maintained to provide adequate water pressure and volume throughout the City for fire fighting, domestic, commercial and industrial needs.

WATER FRONTAGE FEE							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
All Land Uses	Ord. 1026 - CS	Front Footage	\$25.00	615.36	912.39	\$37.07	Map Recording or Building Permit

Water Frontage is for the purpose of buying into the water line that exists in the roadway adjacent to the property. The fee is suppose to simulate 1/2 of the cost of constructing the water line. This fee is also used to reimburse the installer of the line under separate reimbursement agreements with the installer of the line.

WATER CONNECTION CHARGES							
Street Right of Way	Service Size (Costs Include Meter Installation)				Authority	When Due	
	1" or Less	1 1/2"	2"	Over 2"			
Local Street	\$2,250.00	\$3,000.00	\$3,150.00	Estimate	Ord. 1026 - CS	Water Permit	
Collector Street	\$2,450.00	\$3,600.00	\$3,750.00	Estimate	Ord. 1026 - CS	Water Permit	
Arterial Street	\$3,500.00	\$4,200.00	\$4,350.00	Estimate	Ord. 1026 - CS	Water Permit	

Water Connection Charges are the City of Turlock work forces costs for the installation of the service and meter. The payment is made at the time a Water Permit is executed which is a work order for the installation of the water service to the property line of the requested property.

WATER METER CHARGES							
Meter Size	Basis	Charges		Charges	Authority	When Due	
		Box & Installation Cost	Meter Cost				
3/4 Inch	Service	\$700.00	\$350.00	\$1,050.00	Ord. 1026 - CS	Building Permit or the Water Permit	
1 Inch	Service	\$750.00	\$350.00	\$1,100.00	Ord. 1026 - CS	Building Permit or the Water Permit	
1-1/2 Inch	Service	\$875.00	\$350.00	\$1,225.00	Ord. 1026 - CS	Building Permit or the Water Permit	
2 Inch	Service	\$900.00	\$450.00	\$1,350.00	Ord. 1026 - CS	Building Permit or the Water Permit	
Over 2 Inch	Service	Estimate	Estimate	Estimate	Ord. 1026 - CS	Building Permit or the Water Permit	

Water Meter Charges pay for the City of Turlock Work Forces to buy and install the meter at the requested location.

CONSTRUCTION WATER FEE							
Usage	Authority	Basis	Original		Current		When Due
			Charge	Minimum	Minimum	Charge	
On-Site Water	Ord. 1027 - CS	100 s.f. of Lot	\$0.90	\$50.00	\$50.00	\$1.25	Building Permit
Off-Site Water	Ord. 1027 - CS	Acre	\$182.00	\$50.00	\$150.00	\$248.00	Grading Permit / Encroachment Permit

On-Site charge is for water used between the building permit issuance and building permit final.
Off-Site charge is for water used from off-site hydrants while under construction.

MASTER STORM DEVELOPMENT FEES

Dates Effective	From	1-Jul-16	To	30-Sep-16
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MASTER STORM DEVELOPMENT FEES							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Low Density Residential	Res. 95-135	Per Gross Acre	\$3,790.50	519.06	912.39	\$6,662.84	Final Map
Medium Density Residential	Res. 95-135	Per Gross Acre	\$6,638.98	519.06	912.39	\$11,669.82	Final Map
High Density Residential	Res. 95-135	Per Gross Acre	\$6,638.98	519.06	912.39	\$11,669.82	Final Map
Commercial	Res. 95-135	Per Gross Acre	\$9,496.45	519.06	912.39	\$16,692.61	Final Map
Office	Res. 95-135	Per Gross Acre	\$9,496.45	519.06	912.39	\$16,692.61	Final Map
Industrial	Res. 95-135	Per Gross Acre	\$9,496.45	519.06	912.39	\$16,692.61	Final Map
Permits/Additions	Res. 95-135	Per Sqft Impervious	\$0.23	519.06	912.39	\$0.40	Building Permit

The Master Storm Drain Fee is used to pay for the backbone storm drainage system. All development pays towards this system even though it may not be available for connection. This fee does not pay for local serving lines.

BUILDING PERMIT TAX FEES

Dates Effective	From	1-Jul-16	To	30-Sep-16
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BUILDING PERMIT TAX FEES							
<i>Water Well, Transportation, Traffic Signal, Public Safety, & Park Development</i>							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential	TMC 3-9	Per Number of Bedrooms	N/A		N/A		Building Permit
1 - Bedroom						\$75.00	
2 - Bedroom						\$100.00	
3 - Bedroom						\$125.00	
4 & Above - Bedroom						\$150.00	
Fee is divided 5 ways into the Water Well, Transportation, Traffic Signal, Public Safety, and Park Development Taxes Accounts							
Non Residential	TMC 3-9	Per Number of Parking Stalls	N/A	N/A	N/A	\$12.00	Building Permit
Fee is divided 4 ways into the Water Well, Transportation, Traffic Signal, & Public Safety Taxes Accounts							

CAPITAL FACILITY DEVELOPMENT FEES

Transportation, Police, General Government, & Fire

(Vested Rights After November 12th, 2013 or Vested Rights expired Before November 12th, 2013)

Dates Effective	From	1-Jul-16	To	30-Sep-16
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CAPITAL FACILITY DEVELOPMENT FEES ^[1]							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
RESIDENTIAL							
Single Family Residential^[2]	Res. 13-202	Per Unit					
Downtown/PPA			\$10,298.97	820.85	912.39	\$11,447.50	Building Permit
Master Plan Areas			\$12,567.03	820.85	912.39	\$13,968.49	Building Permit
City Infill			\$11,233.18	820.85	912.39	\$12,485.89	Building Permit
Multifamily Residential^[2]	Res. 13-202	Per Unit					
Downtown/PPA			\$7,410.85	820.85	912.39	\$8,237.30	Building Permit
Master Plan Areas			\$9,061.94	820.85	912.39	\$10,072.51	Building Permit
City Infill			\$8,062.84	820.85	912.39	\$8,962.00	Building Permit
Senior Assisted Living	Res. 13-202	Per Unit					
Downtown/PPA			\$2,939.62	820.85	912.39	\$3,267.44	Building Permit
Master Plan Areas			\$3,593.67	820.85	912.39	\$3,994.43	Building Permit
City Infill			\$3,201.24	820.85	912.39	\$3,558.24	Building Permit
2nd Unit/Accessory Unit	Res. 13-202	Per Unit					
Downtown/PPA			\$5,722.68	820.85	912.39	\$6,360.86	Building Permit
Master Plan Areas			\$6,931.90	820.85	912.39	\$7,704.94	Building Permit
City Infill			\$6,293.30	820.85	912.39	\$6,995.12	Building Permit
Mobile Home Dwelling	Res. 13-202	Per Bed					
Downtown/PPA			\$5,456.94	820.85	912.39	\$6,065.49	Building Permit
Master Plan Areas			\$5,664.10	820.85	912.39	\$7,407.27	Building Permit
City Infill			\$5,946.19	820.85	912.39	\$6,609.30	Building Permit
NON RESIDENTIAL^[2]							
Commercial/Retail < 100,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			\$11,091.04	820.85	912.39	\$12,327.90	Building Permit
Master Plan Areas			\$13,366.31	820.85	912.39	\$14,856.90	Building Permit
City Infill			\$12,269.36	820.85	912.39	\$13,637.62	Building Permit
Commercial/Retail ≥ 100,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			\$11,044.69	820.85	912.39	\$12,276.38	Building Permit
Master Plan Areas			\$13,304.51	820.85	912.39	\$14,788.21	Building Permit
City Infill			\$12,223.01	820.85	912.39	\$13,586.10	Building Permit
Gas Station		Per VFP^[4]					
Downtown/PPA			\$6,791.82	820.85	912.39	\$7,549.23	Building Permit
Master Plan Areas			\$6,202.92	820.85	912.39	\$9,117.70	Building Permit
City Infill			\$7,498.40	820.85	912.39	\$8,334.61	Building Permit
Hotel/Motel		Per Room					
Downtown/PPA			\$3,631.78	820.85	912.39	\$4,036.79	Building Permit
Master Plan Areas			\$4,383.68	820.85	912.39	\$4,872.54	Building Permit
City Infill			\$4,010.82	820.85	912.39	\$4,458.10	Building Permit
Office		Per 1,000 sq. ft.					
Downtown/PPA			\$5,811.26	820.85	912.39	\$6,459.32	Building Permit
Master Plan Areas			\$7,062.71	820.85	912.39	\$7,850.33	Building Permit
City Infill			\$6,375.70	820.85	912.39	\$7,085.71	Building Permit
Medical Office		Per 1,000 sq. ft.					
Downtown/PPA			\$9,512.05	820.85	912.39	\$10,572.82	Building Permit
Master Plan Areas			\$11,488.62	820.85	912.39	\$12,769.81	Building Permit
City Infill			\$10,498.79	820.85	912.39	\$11,669.60	Building Permit
Hospital		Per 1,000 sq. ft.					
Downtown/PPA			\$3,800.70	820.85	912.39	\$4,224.55	Building Permit
Master Plan Areas			\$4,626.76	820.85	912.39	\$5,142.73	Building Permit
City Infill			\$4,162.23	820.85	912.39	\$4,626.40	Building Permit
Institutional/Assembly		Per 1,000 sq. ft.					
Downtown/PPA			\$2,532.77	820.85	912.39	\$2,815.22	Building Permit
Master Plan Areas			\$3,074.55	820.85	912.39	\$3,417.42	Building Permit
City Infill			\$2,782.03	820.85	912.39	\$3,092.28	Building Permit
Industrial <25,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			\$1,855.03	820.85	912.39	\$2,061.90	Building Permit
Master Plan Areas			\$2,271.15	820.85	912.39	\$2,524.43	Building Permit
City Infill			\$2,019.83	820.85	912.39	\$2,245.08	Building Permit
Industrial ≥25,000 sq. ft.		Per 1,000 sq. ft.					
Downtown/PPA			\$1,444.06	820.85	912.39	\$1,605.10	Building Permit
Master Plan Areas			\$1,760.27	820.85	912.39	\$1,956.57	Building Permit
City Infill			\$1,581.05	820.85	912.39	\$1,757.37	Building Permit
Warehouse		Per 1,000 sq. ft.					
Downtown/PPA			\$1,346.21	820.85	912.39	\$1,496.34	Building Permit
Master Plan Areas			\$1,632.55	820.85	912.39	\$1,814.61	Building Permit
City Infill			\$1,479.08	820.85	912.39	\$1,644.02	Building Permit

This fee is to pay for the construction of Public Facilities and to purchase capital items to allow for the city services to stay at the existing standards due to growth.

Notes:

- [1] Fees vary by area of the City. Fees include 3% administration charge.
- [2] An age-restricted senior housing discount of 50% will be applied to the transportation component of the fee with legal documentation (e.g., deed restriction).
- [3] If retail of commercial project includes a drive-through, a fee premium of 25% will be added to the transportation component of the fee.
- [4] Vehicle fueling position

NORTHWEST TRIANGLE SPECIFIC PLAN AREA FEES

Sewer & Water

(Vested Rights After November 12th, 2013 or Vested Rights expired Before November 12th, 2013)

Dates Effective	From	1-Jul-16	To	30-Sep-16
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NORTHWEST TRIANGLE SPECIFIC PLAN FEES (Potable Water & Sewer)							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential							
Low Density Residential	Res. 13-203	Dwelling Unit	\$1,076.00	820.85	912.39	\$1,195.99	Building Permit
Low-Medium Density ¹¹	Res. 13-203	Dwelling Unit	\$678.00	820.85	912.39	\$753.61	Building Permit
Medium Density ¹¹	Res. 13-203	Dwelling Unit	\$494.00	820.85	912.39	\$549.09	Building Permit
High Density Residential	Res. 13-203	Dwelling Unit	\$708.00	820.85	912.39	\$786.96	Building Permit
Non-Residential							
Community Commercial	Res. 13-203	Per Acre	\$2,593.00	820.85	912.39	\$2,882.17	Building Permit
Heavy Commercial	Res. 13-203	Per Acre	\$2,593.00	820.85	912.39	\$2,882.17	Building Permit
Highway Commercial	Res. 13-203	Per Acre	\$2,593.00	820.85	912.39	\$2,882.17	Building Permit

This fee is to pay for the construction of Public Facilities within the Northwest Triangle Specific Plan Area that is not contained within the other City Development Impact Fees.

¹¹ There is no remaining developable land with these zonings in the NWTSP. Fee calculated for possibility of a zone change.

Northwest Triangle Specific Plan Fees (Potable Water & Sewer)				
Land Use	Sewer	Water	3% Administration (SD,RW,PW,SS)	Total
<i>per dwelling unit</i>				
Residential				
Low Density Residential	\$25.56	\$1,135.97	\$34.46	\$1,195.99
Low-Medium Density ¹¹	\$21.12	\$710.26	\$22.23	\$753.61
Medium Density ¹¹	\$17.78	\$515.74	\$15.57	\$549.09
High Density Residential	\$17.78	\$745.83	\$23.35	\$786.96
<i>per developable acre</i>				
Non-Residential				
Community Commercial	\$82.25	\$2,715.44	\$84.48	\$2,882.17
Heavy Commercial	\$82.25	\$2,715.44	\$84.48	\$2,882.17
Highway Commercial	\$82.25	\$2,715.44	\$84.48	\$2,882.17

NORTH AREA MASTER PLAN FEES

Transportation, Sewer, & Storm Drainage

Plan Area Fee for Any Development within the North Area Master Plan Area. Fee In Addition to other City Fees

Dates Effective	From	1-Jul-16	To	30-Sep-16
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NORTH AREA MASTER PLAN AREA FEES

Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Low Density Residential	Res. 01 - 206	Per Unit	\$8,070.00	584.81	912.39	\$12,590.39	Building Permit
Medium Density Residential	Res. 01 - 206	Per Unit	\$7,368.00	584.81	912.39	\$11,495.17	Building Permit
High Density Residential	Res. 01 - 206	Per Unit	\$7,065.00	584.81	912.39	\$11,022.44	Building Permit
Elementary School	Res. 01 - 206	Per Acre	\$32,014.00	584.81	912.39	\$49,946.57	Building Permit
Office	Res. 01 - 206	Per Acre	\$127,190.00	584.81	912.39	\$198,435.19	Building Permit

This fee is to pay for the construction of Public Facilities within the North Area Master Plan Area that are not covered within the existing City of Turlock Development Impact Fees.

Plan Area Fee

Land Use	Sewer	Storm Drainage	Transportation	3% Administration	Total
Residential <i>per unit</i>					
Low Density	\$2,226.30	\$2,872.21	\$7,125.17	\$366.71	\$12,590.39
Medium Density	\$2,226.30	\$1,808.89	\$7,125.17	\$334.81	\$11,495.17
High Density	\$2,226.30	\$1,349.93	\$7,125.17	\$321.04	\$11,022.44
Non-Residential <i>per acre</i>					
Elementary School	\$6,366.73	\$2,084.11	\$40,040.96	\$1,454.77	\$49,946.57
Office	\$12,690.47	\$29,633.68	\$150,331.38	\$5,779.66	\$198,435.19

NORTH AREA MASTER PLAN PREPARATION AND ANNEXATION COST RECOVERY FEE

Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
All Uses	Res. 02 - 030	Per Acre	\$793.23	584.56	912.39	\$1,238.09	Final Map / Building Permit

This fee is collected for the purpose of defraying the costs to the City of Turlock for preparation of the North Area Master Plan. Please refer to Exhibit A of Resolution 2002-030 for more details.

NORTHEAST AREA MASTER PLAN FEES

Transportation, Sewer, Water & Storm Drainage

Plan Area Fee for Any Development within the Northeast Area Master Plan Area. Fee In Addition to other City Fees

Dates Effective	From	1-Jul-16	To	30-Sep-16
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NORTHEAST AREA MASTER PLAN FEES							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Very Low Density Residential	Res. 04 - 79	Per Unit	\$31,697.00	615.36	912.39	\$46,996.92	Building Permit
Low Density Residential	Res. 04 - 79	Per Unit	\$26,524.00	615.36	912.39	\$39,326.95	Building Permit
Medium Density Residential	Res. 04 - 79	Per Unit	\$22,460.00	615.36	912.39	\$33,301.29	Building Permit

This fee is to pay for the construction of Public Facilities within the North Area Master Plan Area that are not covered within the existing City of Turlock Development Impact Fees.

Land Use	Plan Area Fee					Total
	Sewer	Storm Drainage	Transportation	Water	3% Admin.	
Residential	<i>per unit</i>					
Very Low Density	\$1,520.05	\$18,083.21	\$22,215.48	\$3,809.33	\$1,368.85	\$46,996.92
Low Density	\$1,520.05	\$10,636.63	\$22,215.48	\$3,809.33	\$1,145.46	\$39,326.95
Medium Density	\$1,520.05	\$4,786.47	\$22,215.48	\$3,809.33	\$969.96	\$33,301.29

EAST TUOLUMNE MASTER PLAN FEES

Transportation, Sewer, Water & Storm Drainage

Plan Area Fee for Any Development within the Morgan Ranch Master Plan Area. Fee In Addition to other City Fees

Dates Effective	From	1-Jul-16	To	30-Sep-16
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EAST TUOLUMNE MASTER PLAN FEES

Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential							
Very Low Density Residential		Per Unit	\$35,100.34	862.42	912.39	\$37,134.11	Building Permit
Low Density Residential		Per Unit	\$32,795.20	862.42	912.39	\$34,695.42	Building Permit
Med/Low Density Residential ^[1]		Per Unit	\$23,103.93	862.42	912.39	\$24,442.61	Building Permit
Medium Density Residential ^[1]		Per Unit	\$20,900.76	862.42	912.39	\$22,111.78	Building Permit
High Density Residential ^[1]		Per Unit	\$13,621.75	862.42	912.39	\$14,411.02	Building Permit

This fee is to pay for the construction of Public Facilities within the East Tuolumne Master Plan Area that are not covered within the existing City of Turlock Development Impact Fees.

^[1] There is no developable land with these zonings in the MRMP. Fee calculated for possibility of a zone change.

Land Use	Plan Area Fee						3% Admin.	Total
	Transportation	Storm Drainage	Sanitary Sewer	Potable Water	Subtotal			
<i>per unit</i>								
Residential								
Very Low Density Residential	\$2,964.35	\$19,581.44	\$10,636.54	\$2,870.20	\$36,052.53	\$1,081.58	\$37,134.11	
Low Density Residential	\$3,451.01	\$17,369.29	\$10,636.54	\$2,228.03	\$33,684.87	\$1,010.55	\$34,695.42	
Med/Low Density Residential ^[1]	\$2,930.50	\$9,217.85	\$10,636.54	\$945.80	\$23,730.69	\$711.92	\$24,442.61	
Medium Density Residential ^[1]	\$2,330.65	\$7,855.22	\$10,636.54	\$645.34	\$21,467.75	\$644.03	\$22,111.78	
High Density Residential ^[1]	\$1,944.50	\$3,840.33	\$7,429.92	\$776.53	\$13,991.28	\$419.74	\$14,411.02	

^[1] There is no developable land with these zonings in the ETMP. Fee calculated for possibility of a zone change.

EAST TUOLUMNE MASTER PLAN COST RECOVERY FEE

Land Use	Authority	Basis	Original	Current
			Charge	Charge
All Land Uses		Per Acre	\$1,600.62	\$1,600.62

This Cost Recovery Fee will be collected prior to approval and recordation of a Parcel Map or Subdivision Map or the issuance of a building, grading and/or encroachment permit for any development project. The fee will be collected on a gross acreage basis (prior to roadway dedications) for parcels that are reasonably sure to develop in the future. The following parcels will be assessed the Cost Recovery Fee:

Assessors Parcel	Parcel Acreage	Cost Recovery
073-013-003	40.6	\$64,986
073-013-004	19.7	\$31,532
073-016-006	19.7	\$31,532
073-016-007	11.42	\$18,279
Totals	91.42	\$146,329

MORGAN RANCH MASTER PLAN FEES

Transportation, Sewer and Water

Plan Area Fee for Any Development within the Morgan Ranch Master Plan Area. Fee In Addition to other City Fees

Dates Effective	From	1-Jul-16	To	30-Sep-16
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MORGAN RANCH MASTER PLAN FEES							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential							
Very Low Density Residential ⁽¹⁾		Per Unit	\$18,974.66	881.32	912.39	\$19,643.59	Building Permit
Low Density Residential ⁽¹⁾		Per Unit	\$15,463.39	881.32	912.39	\$16,008.54	Building Permit
Med/Low Density Residential		Per Unit	\$13,707.24	881.32	912.39	\$14,190.47	Building Permit
Medium Density Residential ⁽¹⁾		Per Unit	\$12,314.68	881.32	912.39	\$12,748.83	Building Permit
High Density Residential		Per Unit	\$9,947.74	881.32	912.39	\$10,298.43	Building Permit
Non-Residential							
Community Commercial		Per 1,000 sq. ft.	\$12,700.93	881.32	912.39	\$13,148.69	Building Permit
Office		Per 1,000 sq. ft.	\$6,447.80	881.32	912.39	\$6,675.11	Building Permit

This fee is to pay for the construction of Public Facilities within the Morgan Ranch Master Plan Area that are not covered within the existing City of Turlock Development Impact Fees.

⁽¹⁾ There is no developable land with these zonings in the MRMP. Fee calculated for possibility of a zone change.

Land Use	Plan Area Fee					Total
	Transportation	Sanitary Sewer	Potable Water	Subtotal	3% Admin.	
<i>per unit</i>						
Very Low Density Residential ⁽¹⁾	\$8,895.94	\$1,352.04	\$8,823.47	\$19,071.45	\$572.14	\$19,643.59
Low Density Residential ⁽¹⁾	\$8,895.94	\$1,352.04	\$5,294.29	\$15,542.27	\$466.27	\$16,008.54
Med/Low Density Residential	\$8,895.94	\$1,352.04	\$3,529.18	\$13,777.16	\$413.31	\$14,190.47
Medium Density Residential ⁽¹⁾	\$8,895.94	\$1,075.63	\$2,405.93	\$12,377.50	\$371.33	\$12,748.83
High Density Residential	\$6,213.59	\$907.92	\$2,876.97	\$9,998.48	\$299.95	\$10,298.43
<i>per 1,000 sq. ft.</i>						
Community Commercial	\$11,214.91	\$388.22	\$1,162.59	\$12,765.72	\$382.97	\$13,148.69
Office	\$5,372.97	\$277.45	\$830.27	\$6,480.69	\$194.42	\$6,675.11

⁽¹⁾ There is no developable land with these zonings in the MRMP. Fee calculated for possibility of a zone change.

MORGAN RANCH MASTER PLAN COST RECOVERY FEE				
Land Use	Authority	Basis	Original Charge	Current Charge
All Land Uses		Per Acre	\$1,984.14	\$1,984.14

This Cost Recovery Fee will be collected prior to approval and recordation of a Parcel Map or Subdivision Map or the issuance of a building, grading and/or encroachment permit for any development project. The fee will be collected on a gross acreage basis (prior to roadway dedications) for parcels that are reasonably sure to develop in the future. The following parcels will be assessed the Cost Recovery Fee:

Assessors Parcel	Parcel Acreage	Cost Recovery
044-023-005	5.29	\$10,496
044-023-006	7.8	\$15,476
044-023-031	8.26	\$16,389
044-023-037	1.34	\$2,659
044-023-038	0.8	\$1,587
044-025-003	4.85	\$9,623
044-025-006	4.55	\$9,028
044-025-007	4.85	\$9,623
044-025-008	2	\$3,968
044-025-010	15.993	\$31,733
044-025-017	4.35	\$8,631
044-028-007	13.3	\$26,389
044-028-010	11.002	\$21,830
044-028-013	4.2	\$8,333
044-028-014	18.8	\$37,302
044-065-002	1.01	\$2,004
044-065-004	28.2	\$55,953
044-065-005	28.2	\$55,953
Totals	164.795	\$326,877

WESTSIDE INDUSTRIAL SPECIFIC PLAN FEES UPDATE

Transportation, Storm Drain, Recycled Water, Potable Water, & Sewer

(Vested Rights After November 12th, 2013 or Vested Rights expired Before November 12th, 2013)

Dates Effective	From	1-Jul-16	To	30-Sep-16
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WESTSIDE INDUSTRIAL SPECIFIC PLAN FEES (Transportation, Storm Drain, Recycled Water, Potable Water, & Sewer)							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Business Park	Res. 13-204	Per Acre	\$2,838.00	820.85	912.39	\$3,154.49	
Community Commercial	Res. 13-204	Per Acre	\$2,838.00	820.85	912.39	\$3,154.49	Building Permit
Highway Commercial	Res. 13-204	Per Acre	\$2,838.00	820.85	912.39	\$3,154.49	Building Permit
Industrial	Res. 13-204	Per Acre	\$9,277.00	820.85	912.39	\$10,311.56	Building Permit
Office	Res. 13-204	Per Acre	\$2,838.00	820.85	912.39	\$3,154.49	Building Permit

This fee is to pay for the construction of Public Facilities within the Westside Industrial Specific Plan that are not covered within the existing City of Turlock Development Impact Fees.

Westside Industrial Specific Plan Fees (Potable Water & Sewer)				
Land Use	Potable Water	Sewer	3% Administration (SD,RW,PW,SS)	Total
	<i>per acre</i>			
Business Park	\$873.65	\$2,188.58	\$92.26	\$3,154.49
Community Commercial	\$873.65	\$2,188.58	\$92.26	\$3,154.49
Highway Commercial	\$873.65	\$2,188.58	\$92.26	\$3,154.49
Industrial	\$3,842.52	\$6,168.93	\$300.11	\$10,311.56
Office	\$873.65	\$2,188.58	\$92.26	\$3,154.49

PARK IMPROVEMENT FEES

Dates Effective	From	1-Jul-16	To	30-Sep-16
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PARK IMPROVEMENT FEES							
(All development without vesting prior to December 31, 2013)							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Residential	Res No. 03-226	Per Lot	\$1,058.30	616.40	912.39	\$1,566.49	Building Permit
Neighborhood Park						\$1,174.87	
Community Park						\$391.62	



City Council Synopsis
November 8, 2016

From: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Prepared by: Allison Van Guilder, Parks, Recreation and Public Facilities Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$54,003 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to provide funds to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project

2. DISCUSSION OF ISSUE:

For Fiscal Year 2016-17, \$150,000 in capital expenditures was budgeted for airport related projects. At the time the budget was prepared, it was anticipated the Airport Land Use Plan Update and Obstruction Survey grant projects would be completed by the end of Fiscal Year 2015-16. Due to project delays, these projects are not expected to be completed until December 31, 2016. The total expenditures for all projects is \$214,003. The remaining expenses related to the Land Use Plan Update and Obstruction Survey grant project is \$47,761.

Therefore, with the receipt of the runway widening design grant, there is a need for an additional appropriation of \$54,003 to cover the associated expenses of the projects. A breakdown of the expenses is listed below:

Expenses Budgeted in FY 2016-17	\$150,000
Grant Project Carryover Expenses from FY 2015-16	(\$47,761)
Widen Runway 12/30 Design Expenses	<u>(\$156,242)</u>

Additional Appropriation Required \$54,003

These expenses will be offset through a combination of grant revenue and Airport Enterprise funds. No General Fund monies will be used.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

OK for Agenda
Jam M. [Signature]

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: \$54,003

Budget Amendment

Appropriating \$54,003 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to provide funds to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project.

Finance has reviewed and approved this budget amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to appropriate the funds. This is not recommended as the Council has already accepted the grant funds and entered into an agreement to complete the project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$54,003 TO ACCOUNT NUMBER }
401-10-125.51000 "CAPITAL }
IMPROVEMENTS" FROM FUND 401 }
"AIRPORT" RESERVE BALANCE TO }
PROVIDE FUNDS TO COMPLETE THE }
TURLOCK MUNICIPAL AIRPORT WIDEN }
RUNWAY 12/30 TO 60' AND AIRFIELD }
ELECTRICAL UPGRADES DESIGN }
PROJECT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the City of Turlock has received a Federal design grant in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport; and

WHEREAS, the purpose and need for the proposed design project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure; and

WHEREAS, the design grant project will cost \$156,242; and

WHEREAS, for Fiscal Year 2016-17, only \$150,000 in capital expenditures was budgeted for airport related projects; and

WHEREAS, due to the Airport Land Use Plan Update and Obstruction Survey grant projects not being completed in FY 2015-16, expenses in the amount of \$47,761 will be carried over to FY 2016-17; and

WHEREAS, the expenses will be offset through a combination of grant revenue and Airport Enterprise funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$54,003 to account number 401-10-125.51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to provide funds to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades design project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of November, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Synopsis

November 8, 2016



5F



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Senior Supervisor
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Turlock Unified School District to offer youth basketball programs for the City of Turlock, in an annual amount not to exceed \$9,500 and a total amount of \$28,500 for a period of thirty-six (36) months

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Unified School District have successfully partnered together for more than fifteen (15) years to offer safe athletic opportunities in the community.

The City of Turlock and Turlock Unified School District, more specifically Turlock and Pitman High School boys' basketball teams, desire to continue working together to offer youth basketball programs from November 8, 2016 to November 7, 2019. This program is designed to teach children ages five (5) to fifteen (15) the fundamentals and skills of basketball. All teams are coached by Turlock Unified School District basketball coaches and high school players. All program activities will take place at Turlock Unified School District facilities.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.

OK for Agenda
[Signature]

5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the program, the City of Turlock will pay Turlock Unified School District seventy percent (70%) of net program fees and include a detailed report including date, location and session being paid. Turlock Unified School District will equally divide proceeds to both Turlock and Pitman High School boys' basketball teams. The City of Turlock will retain thirty percent (30%) of net revenue, plus a six dollar (\$6.00) administrative fee per registration received for the program. No additional monies are required for this program.

This staff report has been reviewed by Finance Staff.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could choose not to enter into a contract with Turlock Unified School District to provide youth basketball programs. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
TUROCK UNIFIED SCHOOL DISTRICT
for
YOUTH BASKETBALL PROGRAMS
CONTRACT NO. 16-145

THIS AGREEMENT is made this 8th day of November, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOK UNIFIED SCHOOL DISTRICT**, a youth basketball program provider, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for youth basketball programs; and

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

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

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

2. PERSONNEL AND EQUIPMENT: CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR shall reasonably require to accomplish said Services. CONTRACTOR and any and all of its employees who will provide services to CITY under this Agreement shall be fingerprinted by CITY prior to services being provided. CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

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

4. COMPENSATION: CITY agrees to pay 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 total amount of this Agreement exceed Twenty

Eight Thousand Five Hundred and No/100^{ths} Dollars (\$28,500.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay CONTRACTOR 70%, and include a program report that includes the date, location and services that CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

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

(c) Non-Appropriation of Funds:

(1) Payment due and payable to CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

4. TERM OF AGREEMENT: This Agreement shall become effective November 8, 2016 and end November 7, 2019, subject to CITY's availability of funds.

5. 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) 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 automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR 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 thirty (30) days' written notice of such cancellation, non-renewal, or material change.

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

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

(f) Verification of Coverage: 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, Contractors and subcontractors. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

6. 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.

7. 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 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. No agent, officer, or employee of the CONTRACTOR is to be considered an employee of CITY. 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 Contractors and not as employees of CITY.

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

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

It is understood and agreed that as an 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 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.

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

9. 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 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.

10. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided 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. CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this Agreement.

11. 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.

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

13. 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.

14. 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 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.

15. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

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

25. 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.

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

27. DRIVERS LICENSE: CONTRACTOR will have a valid California Driver's License.

28. TAXPAYER IDENTIFICATION NUMBER: CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

29. 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.

30. RECORD INSPECTION AND AUDIT: CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. CONTRACTOR shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

31. 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.

32. RIGHT TO UTILIZE OTHERS: CITY reserves the right to utilize other to perform work similar to the services provided hereunder

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:

**CONTRACTOR: TURLOCK UNIFIED SCHOOL DISTRICT
ATTN: ROGER SMITH
1574 E. CANAL DR.
TURLOCK, CA 95380
PHONE: (209) 667-0645
FAX: (209) 667-6520
E-MAIL:**

**CITY: CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES
DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5594 Ext. 4601
FAX: (209) 668-5619
E-MAIL: avanguilder@turlock.ca.us**

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5594 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

TURLOCK UNIFIED SCHOOL DISTRICT

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

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

EXHIBIT A SCOPE OF SERVICES

PERFORMANCE OF DUTIES

CONTRACTOR agrees to provide youth basketball programs to participants 5 to 15 years of age, to the sole reasonable satisfaction of the City of Turlock Parks and Recreation Manager or his/her designee. **CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION

CONTRACTOR will be paid 70%, to be divided equally between Turlock High School Boy's Basketball and Pitman High School Boy's Basketball, of registration fees minus a \$6.00 per participant administrative fee to be kept by the City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Department will pay **CONTRACTOR** from registrations received for each class session. Compensation will not exceed nine thousand five hundred dollars (\$9,500) annually of this agreement. **CONTRACTOR** will be paid within six weeks of registration closure.

SUBCONTRACTORS

In the event a **CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **CONTRACTOR**, the class will be canceled and a make-up class added to the end of the session. **CONTRACTOR** will be responsible for notifying the students of the cancellation.

SUPERVISION

CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY

CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT

CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this Agreement.

COORDINATION OF WORK

CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks and Recreation Manager or his/her designee. **CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

City Council Synopsis

November 8, 2016



56



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:

Motion: Approving an Agreement between the City of Turlock and Larry Walker Associates for Delta Mendota Canal nutrient and algae sample collection and analysis services, in an amount not to exceed \$158,673 during the term of the contract, from account number 410-51-530.43316 "NPDES Permit Studies"

2. DISCUSSION OF ISSUE:

The City of Modesto and the City of Turlock, together with the Del Puerto Water District (DPWD), are partners in the North Valley Regional Recycled Water Program (NVRWP). The purpose of the NVRWP is to convey recycled water from Modesto and Turlock to the Delta Mendota Canal (DMC) where it will be made available to DPWD for farmland irrigation.

In July of this year, the City Council approved an agreement to settle the State Water Contractors' protest of the City's water rights application for the NVRWP. As part of the Settlement Agreement, the City is required to collect additional water quality data. Specifically, the City must collect nutrient samples and algae samples upstream and downstream of the new discharge location. The sample collection is in addition to the monitoring required by Order No. R5-2016-0010 (NPDES Permit) that allows the NVRWP discharge to the DMC. The sampling would occur over a four (4) year period, two (2) years before and two (2) years after the City discharges into the DMC.

A proposal for this work has been submitted by Larry Walker Associates for an amount of \$144,248. Adding a 10% contingency of \$14,425, the proposed total contract amount is \$158,673. The work includes four (4) years of monitoring and reporting, and is estimated to be completed in approximately five (5) years to allow for completion of the final reporting. The proposal for these services is included as Attachment A.

OK for Agenda
[Signature]

3. BASIS FOR RECOMMENDATION:

- A. The Study is required as part of the Settlement Agreement for the Project.
- B. Larry Walker Associates has extensive experience in preparing these types of studies.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

- 6. Ensure efficient use of resources and maximize value within department budgets.
- 7. Develop value-added partnerships with public and private agencies, industry and educational institutions.

Action Item:

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

Policy Goal #4: Municipal Infrastructure

General Principles:

- 2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:

- 3. Maximize the beneficial reuse of recycled water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

\$158,673 from Fund 410-51-530.43316 "NPDES Permit Studies"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Do not approve the agreement with Larry Walker Associates. This alternative is not recommended. Completing this Study is required to comply with our settlement agreement for the right to discharge the City's recycled water into the Delta Mendota Canal. In addition, Larry Walker Associates is duly qualified to perform this work.



AGREEMENT FOR SPECIAL SERVICES

between

CITY OF TURLOCK

and

LARRY WALKER ASSOCIATES

for

North Valley Regional Recycled Water Project

Sampling and Monitoring Services

CITY CONTRACT NO. 16-148

THIS AGREEMENT is made this 8th day of November, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **LARRY WALKER ASSOCIATES**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Sampling and Monitoring Services with the North Valley Regional Recycled Water Project; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Attachment A as full remuneration for performing all Services and furnishing all staffing and materials called for in Attachment A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed one hundred fifty-eight thousand six hundred and seventy three and 00/100^{ths} Dollars (\$158,673.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective November 8, 2016 and end December 31, 2021, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless

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

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

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

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

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

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

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

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

Agreement.

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment

for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

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

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

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

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

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

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

**for CONSULTANT: LARRY WALKER ASSOCIATES
ATTN: BRIAN LAURENSEN
707 FOURTH STREET, SUITE 200**

DAVIS, CA 95616
PHONE: (530) 753-6400
FAX: (530) 753-7030

for CITY: CITY OF TURLOCK
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5590 Ext. 4418
FAX: (209) 668-5695

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

Garner Reynolds
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590 Ext. 4407
E-mail: greynolds@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

LARRY WALKER ASSOCIATES,
consultant

By: _____
Gary Soiseth, Mayor

By: _____

or

Gary R. Hampton, City Manager

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

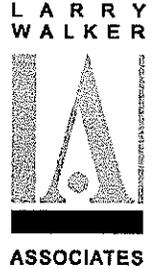
By: _____
Kellie E. Weaver, City Clerk

707 4th Street, Suite 200
Davis, CA 95616

530.753.6400
530.753-7030 fax

www.lwa.com

Attachment A



September 29, 2016

Michael Cooke
City of Turlock
Municipal Services
156 South Broadway, Suite 112
Turlock, CA 95380
via email only

Subject: Delta Mendota Canal Nutrient and Algae Sample Collection Proposed Scope of Services

Dear Mr. Cooke:

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) to the City of Turlock (City) beginning in 2016 and continuing for up to four years of sample collection. Additional time may be necessary for report preparation following receipt of laboratory results or comments from interested partners. The City may elect to discontinue services or redirect the effort. LWA will provide sample collection training, support, and reporting services.

The City will perform the sample collection in the Delta Mendota Canal (DMC) and related laboratory analysis that is part of the settlement agreement (Settlement) with the State Water Contractor (SWC) based on the protest of the California Water Code Section 1211 petition for a change in discharge. The draft Settlement resolving the Petition WW0088 protest is included as Attachment A. The Settlement requires the City to collect monthly nutrient samples upstream and downstream of the new discharge location and algae sample collection monthly in April and May and twice monthly June through October upstream of the new discharge and at McCabe Road. This sample collection is in addition to the monitoring required by Order No. R5-2016-0010 (NPDES Permit) that allows the NVRWP discharge to the DMC. However, coordination between requirements may be possible to reduce costs in the future.

The estimated not-to-exceed time and materials project budget for four years of sample collection support is included as Attachment B. Labor rates are estimated to increase 3% annually from the current rate schedule provided as Attachment C.

TASK 1. PROJECT PLANNING DOCUMENTS

LWA will confirm the final Settlement terms with the City and prepare a Quality Assurance Project Plan (QAPP) consistent with the Statewide Ambient Monitoring Program (SWAMP) template. LWA will meet with City staff on the first sample collection event to provide training consistent with the QAPP and Settlement requirements.

Task 1.1 Prepare Quality Assurance Project Plan and Provide City Staff Training

The QAPP will include all sample collection procedures, quality control measures, data review standards and practices, and reporting protocols. The document will be constructed to allow substitution of other parties to complete tasks as necessary. It is assumed that QAPP will only be reviewed and approved by the City or North Valley Regional Recycled Water Program (NVERRWP) partners, and will not be reviewed by SWC, other water agencies, or regulatory agencies. Additional review may be performed, but would require additional effort to respond to comments and prepare any changes. The QAPP will be completed within 60 days of notice to proceed. Sample collection can be initiated prior to completion of the QAPP. LWA will coordinate with City staff to provide in-service training in the first year of the program with as-needed follow-up. LWA does not provide health and safety training and City staff or third party agents of the City should follow their own health and safety documents and implemented programs.

TASK 2. SAMPLE COLLECTION

City staff or a third party representative not part of this scope-of-services will perform the Settlement-required baseline monitoring starting within thirty (30) days from the date the SWC protest to Petition WW0088 is withdrawn and continuing until commencement of operation of the NVERRWP discharge, or for two years before commencement of operation of the NVERRWP, whichever is earlier; and monitoring for two years after NVERRWP operation commences. City staff or a third party representative will collect and submit all samples to the appropriate laboratories. The analytical laboratory fees are not part of this scope of services.

Task 2.1 Sample Collection Coordination and Support

LWA will assist at least one City staff or representative on the first sample collection effort and provide in-field training at each of the sites. LWA does not provide health and safety oversight of field activities performed by City staff or a third party representative. LWA will provide as-needed office support of field activities performed as described below by City Staff or a third party representative. This includes questions from City staff on equipment and sample collection procedures.

Nutrient Sample Collection

City staff or a third party representative will collect monthly nutrient samples (ammonia, nitrate, TKN, dissolved orthophosphate, total Phosphorus, temperature, electrical conductivity, pH, and dissolved oxygen) upstream of the NVERRWP discharge (DMC-001 in NPDES Permit) and downstream of the NVERRWP discharge (DMC-002 in NPDES Permit). Samples will be collected as grab samples from the bridge locations if access is allowed and from the side bank if the bridge is not accessible and seedbank sample collection is safe. City Staff or a third party representative will deliver the samples under chain-of-custody to laboratories approved by the City. This scope of services does not include laboratory analytical fees.

Algae Sample Collection

City staff or a third party representative will collect algae samples upstream of the NVERRWP discharge (DMC-001 in NPDES Permit) and downstream in the DMC at McCabe Road. Samples will be collected monthly in April and May and twice monthly June through October. City staff

or a third party representative will send algae samples to a laboratory approved by the City to measure algal biomass, chlorophyll-a, and pheophytin-a. Samples will be screened for algal toxins and if cyanobacteria are present and algal toxins (microcystins, cylindrospermopsin, anatoxin-A, and saxatoxin) will also be analyzed. Unfiltered samples shall be analyzed for algal toxins to obtain the total algal toxin in the sample, including the toxin contained in the algal cells. This scope of services does not include laboratory analytical fees.

TASK 3. REPORTING

The Settlement requires that the City prepare an annual report that “evaluates the data collected” and includes the data in spreadsheet form that is submitted to the SWC. The Settlement does not specify the format of the spreadsheet or other submittal specifics. It is likely that more specific requests will be made.

Task 3.1 Compile Results

Within three business days of each sample collection event, LWA will send the City Project Manager the field log sheet, chain of custody forms, and any narrative discussion regarding problems and their resolution for those events where LWA is the primary sample collector. LWA will perform a preliminary review when the data are reported by the laboratory to identify gross errors or omissions. Annually, LWA will compile data as specified in the QAPP, including an assessment of the validity of the data and any data qualifiers that may be necessary. LWA will compile all data into a spreadsheet format that matches California Electronic Data Exchange Network (CEDEN) standards as closely as feasible. Though CEDEN submittal is not required, it may be relevant for future use of the data.

Task 3.2 Prepare Annual Data Memorandum

The Settlement does not specify a due date for the annual data report. LWA will submit an annual data report to the City within four months of the final (e.g., every twelve month sample collection period) sample collection date. The annual data report will provide a summary of the sample collection activities, flow conditions on sample collection days, data review and qualification, summary tables of water quality data, and time series plots of historical data for the project. Data from other effort may be utilized as necessary or requested by the City. Specific additional analyses may be requested, as needed, by the City. LWA will prepare recommendations for changes or additions to the monitoring program, if any. The annual report will be provided in electronic format only as a PDF and MS Word document and the data will be provided as an MS Excel document.

TASK 4. PROJECT COORDINATION & TECHNICAL SUPPORT

LWA will provide staff planning to ensure a high level of responsiveness for all work and will provide SSQP with coordination of meetings, teleconferences, video conferences, note taking, and project progress reporting.

Task 4.1 Project Coordination and Planning

LWA will provide project coordination services to manage the analytical laboratories or other vendors and subcontractors as approved by the City. This will include coordination with the City and/or their subcontractors including attorneys and operators of the future NVRWP.

LWA will provide project management to ensure that the project is completed on time and within budget, including project coordination and administration necessary to achieve the tasks previously described and periodic communications with the City, City staff, and third party project participants designated by the City. LWA will provide qualified staff to complete all tasks as described in the preceding Scope of Services.

LWA will submit a monthly invoice with detailed budget status information on a subtask basis and a monthly written report.

Task 4.2 Additional Technical Support [optional]

This task is intended to support additional technical communications or requests from City staff, SWC, NVRWP partners, or regulators related to the NVRWP discharge from the City. This task is optional and may be used as contingency to address issues that arise over the course of the project period, as directed by the City.

LWA will provide technical support, as needed, to address comments from SWC on project annual reports or data interpretation. LWA will provide as-needed support related to sample collection optimization through collaboration with other programs. LWA will provide as-needed support related to other regulatory initiatives related to the San Joaquin River or DMC discharges.

Please let me know if you have questions or comments. Thank you for the opportunity to provide this proposal.

Yours truly,



Brian Laurensen, P.E.
Vice President

cc via email:

Dan Madden, City of Turlock
Garner Reynolds, City of Turlock

Attachments:

- A. Draft Settlement Agreement
- B. Four Year Budget
- C. Rate Schedule

Attachment A. Draft Settlement Agreement

[July 2016 version from filename WEST-#1448800-v1-Final_monitoring_program_with_SWC]

Monitoring Study for City of Turlock - Wastewater Petition WW0088

Objective: The objective of the monitoring study is to evaluate the water quality of the Delta Mendota Canal (DMC) for nutrients and algae. The monitoring study should be implemented in coordination with Department of Water Resources (DWR) monitoring to avoid duplication and develop information not currently available.

The monitoring study would include baseline monitoring commencing thirty (30) days from the date the State Water Contractors' protest to Petition WW0088 is withdrawn and continuing until commencement of operation of the North Valley Regional Recycled Water Project (NVRWP), or for two years before commencement of operation of the NVRWP, whichever is earlier; and monitoring for two years after NVRWP operation commences. An annual report will be prepared by the City of Turlock that evaluates the data collected by the City at the monitoring locations listed below. The annual report and accompanying data set in spreadsheet form shall be provided to the State Water Contractors (SWC).

Nutrient Monitoring

Pending coordination with the DWR, the City of Turlock shall monitor the following locations for nutrients:

- Upstream DMC monitoring location (DMC-001 in Order No. R5-2016-0010, NPDES Permit CA0085316 (permit))
- Downstream DMC monitoring location (DMC-002 in permit)

Frequency: Monthly

Constituents: ammonia, nitrate, TKN, dissolved ortho P, total P, temperature, EC, pH, and dissolved oxygen

DWR is separately monitoring the following locations for nutrients:

- DMC at McCabe Road
- Check 13 O'Neill Forebay Outlet
- San Luis Reservoir at Pacheco Pumping Plant

Monitoring for Algal Effects

The City shall also monitor the following locations for algae related constituents:

- Upstream DMC monitoring location (DMC-001 in permit)
- DMC at McCabe Road

Frequency:

- Monthly in April and May
- Twice monthly June through October

Constituents: algal biomass, chlorophyll-a, pheophytin-a, and algal toxins (microcystins, cylindrospermopsin, anatoxin-A, and saxatoin)

DWR is separately monitoring the following locations for algae related constituents:

- San Luis Reservoir at Pacheco Pumping Plant
- San Luis Reservoir at Gianelli
- Check 13 O'Neill Forebay Outlet

The algal toxin monitoring shall use the protocol developed by the DWR. Samples are scanned for potentially toxic cyanobacteria and then analyzed for algal toxins if toxic cyanobacteria are present in the sample. Unfiltered samples shall be analyzed for algal toxins to obtain the total algal toxin in the sample, including the toxin contained in the algal cells.

Monitoring for algae related constituents may not merit useful information with respect to the Petition, or the cause of the existing or future presence of algal toxins in the DMC watershed.

Attachment B. Four Year Project Budget

Larry Walker Associates Four Year Budget - City of Turlock DMC Nutrient and Algae Special Study

Task	DESCRIPTION	Staff Hours					OTHER DIRECT COSTS	LABOR COSTS	Year No. 1 TOTALS	Year No. 2 TOTALS [1]	Year No. 3 TOTALS [1]	Year No. 4 TOTALS [1]
		Vice President	Project Eng/Sci 1B	Contract Management	Project Eng/Sci 1A	Administrative						
Project Planning												
1.1	Prepare QAPP and Training	2	40	0	12	0	\$ 8,680	\$ 1.10	\$ 8,790	\$ 1,500	\$ 1,545	\$ 1,591
	Sub TOTAL LABOR HOURS	2	40	0	12	0	\$ -					
	Sub TOTAL COSTS						\$ 8,680	\$ 1.10	\$ 8,790	\$ 1,500	\$ 1,545	\$ 1,591
Sample Collection												
2.1	Nutrient Sample Collection	2	6	0	0	0	\$ 1,500	\$ -	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639
2.2	Algae Sample Collection	2	6	0	0	0	\$ 1,500	\$ -	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639
	Sub TOTAL LABOR HOURS	4	12	0	0	0						
	Sub TOTAL COSTS						\$ 3,000	\$ -	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278
Reporting												
3.1	Compile Results	2	16	0	24	0	\$ 6,580	\$ -	\$ 6,580	\$ 6,777	\$ 6,981	\$ 7,190
3.2	Prepare Annual Data Memorandum	8	16	0	36	0	\$ 9,940	\$ -	\$ 9,940	\$ 10,238	\$ 10,545	\$ 10,862
	Sub TOTAL LABOR HOURS	10	32	0	60	0						
	Sub TOTAL COSTS						\$ 16,520	\$ -	\$ 16,520	\$ 17,016	\$ 17,526	\$ 18,052
Project Coordination & Technical Support												
4.1	Project Coordination and Planning	4	0	6	0	0	\$ 1,950	\$ -	\$ 1,950	\$ 2,009	\$ 2,069	\$ 2,131
4.2	Additional Technical Support [optional]	32	0	0	8	0	\$ 9,800	\$ -	\$ 9,800	\$ 10,094	\$ 10,397	\$ 10,709
	Sub TOTAL LABOR HOURS	36	0	6	8	0						
	Sub TOTAL COSTS						\$ 11,750	\$ -	\$ 11,750	\$ 12,103	\$ 12,466	\$ 12,840
TOTAL LABOR HOURS		52	84	6	80	0	\$ -	\$ 110	\$ 40,060	\$ 33,708	\$ 34,719	\$ 35,761
TOTAL COSTS							\$ 39,950	\$ 110	\$ 40,060	\$ 33,708	\$ 34,719	\$ 35,761

Notes:
 City performs all field sample collection and laboratory analysis.
 Services may not be required for all four years at discretion of City.
 [1] Assumes 3% rate increase from previous year. Actual effective increase may be lower.

Attachment C. Rate Schedule

LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2016 – June 30, 2017

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS
Project Staff		
Amy Bonato	\$ 80	Travel: Local mileage Current IRS rate Transportation Actual expense Auto rental Actual commercial rate Fares Actual expense Room Actual expense Subsistence ⁽¹⁾ \$48 per day The rate for each meal as follows: ⁽¹⁾ Breakfast \$ 9 Lunch \$13 Dinner \$21 Incidentals \$ 5 Report Reproduction and Copying: Actual outside expense Per black and white copy, \$0.08 in-house Per color copy, in-house \$0.89 Per binding, in-house \$1.95 Special Postage and Express Mail: Actual expense Other Direct Costs: Actual expense Daily Equipment Rental Rates: All single parameter field meters (pH, EC, D.O., Turbidity) \$25 each Multi-parameter field meters \$35 Peristaltic Sampling Pump \$35 Professional grade GPS unit \$25 Digital Flow Meter \$45 Digital Fluorometer \$45 Multi-parameter Data Sonde (with telemetry) - first day \$200 - each additional day \$ 40 Subcontractors: Actual expense plus 10% fee
Allison Lewis	\$ 80	
Denise Parren	\$ 80	
Adriana Stovall	\$ 90	
Michelle Benson	\$145	
Kathryn Walker	\$145	
Olin Applegate	\$160	
Jenny Bayley	\$160	
Suzanne Brown	\$160	
Antonia Estevez-Oiea	\$160	
Nima Jabbari	\$160	
Danielle Moss	\$160	
Steve Maricle	\$175	
Jeff Walker	\$175	
Elizabeth Yin	\$175	
Bryant Alvarado	\$195	
Alina Constantinescu	\$195	
Reni Keane-Dengel	\$195	
Airy Krich-Brinton	\$195	
Mike Marson	\$195	
Giles Pettifor	\$195	
Hope M. Taylor	\$195	
Senior Staff		
Kristine Corneillie	\$220	
Diana Engle	\$220	
Paul Hartman	\$220	
Gorman Lau	\$220	
Will Lewis	\$220	
Amy Storm	\$220	
Mike Troughon	\$220	
Rachel Warren	\$220	
Associate		
Denise Conners	\$245	
Betsy Elzufon	\$245	
Sandy Mathews	\$245	
Mitch Mysliwicz	\$245	
Claus Suverkropp	\$245	
Principal		
Karen Ashby	\$270	
Ashli Cooper Desai	\$270	
Brian Laurenson	\$270	
Chris Minton	\$270	
Mack Walker	\$270	
Tom Grovhoug	\$295	

Note: ⁽¹⁾ Charged when overnight lodging is required.



City Council Synopsis

November 8, 2016

From: Michael I. Cooke, Municipal Services Director

Prepared by: Larry Gilley, Utilities Division Manager
Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of a 2016 McLaughlin VX50-500 vacuum excavator with hydraulic jack through the National Joint Powers Alliance (NJPA) cooperative contract purchasing of which the City of Turlock is a member (Member #101769), without compliance to the formal bid procedure in accordance with Turlock Municipal Code Section 2-7-08(b)(5), in the total amount of \$65,012.50

2. DISCUSSION OF ISSUE:

Vacuum excavation is a non-mechanical, non-destructive way of safely exposing buried utilities, such as water, sewer, and storm lines. Vacuum excavation utilizes the kinetic energy in a high velocity air or water stream to penetrate, expand and break-up soil. The loosened soil turns into a slurry which is then removed from the hole or trench through the use of a very powerful vacuum. Compared to mechanical digging (backhoe, etc.), vacuum excavation reduces the chance of damaging buried utilities by more than half.

The Utility Maintenance Division of Municipal Services has a need to purchase a vacuum excavator to locate sewer and water lines, and to excavate wet ground when repairing water leaks. Furthermore, the vacuum excavator can be used for underground excavating, cleaning valve boxes in the street, and clearing sewer clean-outs. Currently, the Utility Maintenance Division uses the Vactor truck for these types of activities, but a Vactor truck was not designed for those uses.

The need for the vacuum excavator was identified during the preparation of the 2016-17 budget and adequate funds were programmed to purchase this piece of equipment (Attachment A).

The City has an opportunity to utilize membership in the National Joint Powers Alliance (NJPA) cooperative contract to purchase a new 2016 McLaughlin VX50-500 vacuum excavator with hydraulic jack, without compliance to the formal bid process in accordance with Turlock Municipal Code Section 2-7-08(b)(5). NJPA contracts are competitively bid contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding *OK for Agenda*

ram A.R.H.

3. BASIS FOR RECOMMENDATION:

- A. The Utility Maintenance Division has a need for a vacuum excavator to locate sewer and water services and to excavate wet ground to repair water leaks.
- B. Vacuum excavation is quicker and requires fewer personnel than traditional mechanical digging. Furthermore, vacuum excavation is safer because personnel do not have to enter into the trench – all work is completed from above ground. Finally, vacuum excavation lowers the risk of an underground utility being ruptured or damaged during excavation.
- C. The purchase of a vacuum excavator was programmed in the 2016-17 fiscal year budget.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

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

Action Item:

- 5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at the following line number: 410-51-534.44030_057 "Minor Equipment Excavation Trailer"

Fiscal impact to above line number: \$65,012.50

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. City Council may deny staff recommendation to purchase a new vacuum excavator. This alternative is not recommended because the vacuum excavator is needed to safely and efficiently perform the daily functions of the Utility Maintenance Division of the Municipal Services Department.



Investment Proposal (Quote)

ATTACHMENT A

RDO Equipment Co.
2714 Vineyard Place
Fowler CA, 93625
Phone: (559) 834-5096 - Fax: (559) 834-5067

Proposal for:
CITY OF TURLOCK
156 S BROADWAY
STE 112
TURLOCK, CA, 953805456
STANISLAUS
(209) 668-5540

Investment Proposal Date: 9/29/2016
Pricing Valid Until: 11/30/2016
Deal Number: 861680
Customer Account#: 5540029
Account Manager: Joseph Williams
Phone: (559) 834-5096
Fax:
Email: JDWilliams@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1M9FE1228GS284151	1	New 2016 MCLAUGHLIN VX50-500	\$62,285.00
			Prep / Reconditioning PDI	\$500.00
			Freight In	\$2,740.00
			Other DMV Fee	\$10.00
			Customer Discount Additional Discount	(\$6,348.00)
			Other Arrow Board Pt# 8034190	\$1,213.00
Equipment Subtotal:				\$60,400.00

Purchase Order Totals

Balance:	\$60,400.00
Tax Rate 3: (CAST 7.625%)	\$4,605.50
Sales Tax Total:	\$4,605.50
CA Tire TAX:	\$7.00
Sub Total:	\$65,012.50
Cash with Order:	\$0.00
Balance Due:	\$65,012.50

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1M9FE1228GS284151	2016 MCLAUGHLIN VX50-500	8041127 HYDRAULIC JACK 8090587 STRONG ARM 8046275 6" DRAIN VALVE CAP ASSEMBLY

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Vermeer Corporation (Vendor)
1210 Vermeer Road East
Pella, IA 50219

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-VRM" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2016 to August 20, 2017.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 8/16/16

Vermeer Corporation

By: Chad Tousey, Its: Corporate Account Manager

Name printed or typed: Chad Tousey

Date: 8-15-16

If you do not desire to extend contract, please sign below and return this agreement.
~~Discontinue: We desire to discontinue the contract.~~
Signature: _____ Date: _____

Formal Offering of Proposal
(To be completed Only by Proposer)



GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Vermeer Corporation Date: 06/24/2013

Company Address: 1210 Vermeer Road East

City: Pella State: IA Zip: 50219

Contact Person: Jerry Beyer Title: Sr. Global Accounts Manager

Authorized Signature (ink only): *Jerry Beyer* Jerry Beyer
(Name printed or typed)



Official

CERTIFICATE OF MEMBERSHIP

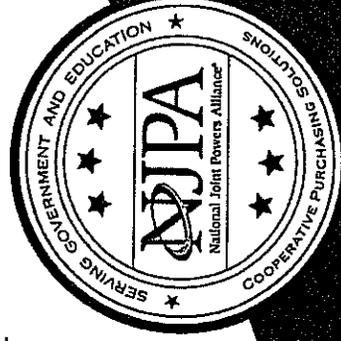
City of Turlock

Member #101769

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Dr. Chad Coquette", is written over a horizontal line.

Dr. Chad Coquette, PhD, Executive Director / CEO





City Council Synopsis
November 8, 2016

From: Nino Amirfar, Acting Police Chief
Prepared by: Amanda Fortado, Business Analyst
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Addendum to an Agreement between the City of Turlock and Delta Wireless, Inc., adding insurance requirements for City Contract No. 16-146 and Service Provider’s Contract No. S02000128

2. DISCUSSION OF ISSUE:

The City of Turlock has an existing agreement with Delta Wireless Inc. Delta Wireless has been the service and maintenance provider for the City of Turlock’s radio system including mobile and portable radios for several years.

The insurance addendum was not included in the originally signed agreement approved by Council on January 14, 2014 and renewed on June 14, 2016. Therefore, an addendum is required to add necessary insurance requirements.

3. BASIS FOR RECOMMENDATION:

A. In accordance with Turlock Municipal Code Section 1-6-01 Minimum Insurance Requirements, every contractor entering into a contract with the City of Turlock shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work contracted.

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/Budget Amendment – None

OK for Agenda
Jim A. R. H.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could chose not to approve the Addendum to the Agreement; however, this is not recommended as all Contractors and Service Providers are required to have insurance coverage when working on City property.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

DELTA WIRELESS, INC. ("SERVICE PROVIDER")

Dated: _____

City Contract No. 16-146

Service Provider's Contract No. S02000128

Page 1 of 4

1. INSURANCE: SERVICE PROVIDER shall not commence work or services under this Agreement until SERVICE PROVIDER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER, 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 additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(b) **Minimum Limits of Insurance:** SERVICE PROVIDER 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.

OK for Agenda

Pam

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

DELTA WIRELESS, INC. ("SERVICE PROVIDER")

Dated: _____

City Contract No. 16-146

Service Provider's Contract No. S02000128

Page 2 of 4

(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) SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER'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 SERVICE PROVIDER's Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SERVICE PROVIDER'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 SERVICE PROVIDER 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.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

DELTA WIRELESS, INC. ("SERVICE PROVIDER")

Dated: _____

City Contract No. 16-146

Service Provider's Contract No. S02000128

Page 3 of 4

(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:** SERVICE PROVIDER 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 SERVICE PROVIDER'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, SERVICE PROVIDER hereby agrees to waive subrogation which any insurer of SERVICE PROVIDER may acquire from SERVICE PROVIDER 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 SERVICE PROVIDER, its agents, employees, independent SERVICE PROVIDERS and subcontractors. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) **Subcontractors:** SERVICE PROVIDER 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.

2. INDEMNIFICATION: SERVICE PROVIDER 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 SERVICE PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

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

4. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

DELTA WIRELESS, INC. ("SERVICE PROVIDER")

Dated: _____

City Contract No. 16-146

Service Provider's Contract No. S02000128

Page 4 of 4

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

Amanda Fortado
Turlock Police Department
244 N. Broadway
Turlock, CA 95380-4737
Phone: (209) 656-3147
Email Address: afortado@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

DELTA WIRELESS, INC.

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk