

City Council Special Meeting Agenda



NOVEMBER 15, 2016

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



**and via teleconference:

Courtyard Morgantown
460 Courtyard Street
Morgantown, WV 26501
Telephone No. (304) 599-1080

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:*** Certificate of Recognition to Darrell Hollingsworth for Life Saving Efforts – Fire Chief Robert Talloni

-
- B. Recognition: Strike Team Personnel – Turlock Fire Battalion Chief Bill Becker, Turlock Fire Captains Larry Mouw, Shaun Walker, Kevin Forsythe, David Bickle, and Kain Packwood, Turlock Fire Engineers Tony Nascimento, Kevin Tidwell, Nathan Benner, and Eric Boyd, and Turlock Firefighters Dale Melden, Dan Timko, Kyle Frenzel, Dan Nenni, Steven Kramer, and Justin Rossiter

3. **A. SPECIAL BRIEFINGS**

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Noriel Mostajo, Student Government Relations Coordinator

B. STAFF UPDATES

1. Board, Commission, and Committee Vacancies (*Land*)

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

This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

4. **A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

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 10/13/16 in the amount of \$1,235,762.21; Demands of 10/20/16 in the amount of \$555,781.94
- B. Motion: Accepting Minutes of Regular Meeting of November 8, 2016
- C. 1. Motion: Approving Contract Change Order No. 1 for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive," in the amount of \$62,518.04, bringing the contract total to \$301,318.04
2. Resolution: Re-Appropriating \$282,300 to account number 413-51-536.51162 "Countryside Storm Drain Line" to be funded from Fund 413 "Water Quality Control Capital Expansion" reserves for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive" to complete the necessary funding required for this project
- D. 1. Resolution: Determining City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Sections 15183 (Projects Consistent with a Community Plan or Zoning) and 15302 (Replacement or Reconstruction) of the CEQA Guidelines
2. Motion: Approving the advertisement for construction bids for City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road"

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- E. *Motion*: Approving Contract Change Order No. 2, in the amount of \$6,141.83, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue," bringing the contract total to \$701,271.70
 - F.
 - 1. *Motion*: Approving Contract Change Order No. 2 (Final), in the amount of \$8,623.05 (Fund 228), for City Project No. 15-28 "Brandon Koch Memorial Skatepark," bringing the contract total to \$269,393.05
 - 2. *Resolution*: Re-Appropriating \$34,475 to account number 228-60-608.51178 "Neighborhood Parks – Skate Park Relocation" to be funded from Fund 228 "Park Development Tax-Community Parks" reserves for City Project No. 15-28 "Brandon Koch Memorial Skatepark" to complete the necessary funding required for this project
 - G.
 - 1. *Motion*: Approving the annual City of Turlock Turkey Trot Fun Run event utilizing the public right-of-way (sidewalks) at Donnelly Park, hosted by the City of Turlock, on Saturday, November 19, 2016 from 9:00 a.m. to 11:00 a.m.
 - 2. *Resolution*: Authorizing the City Manager to approve any future Special Event Permit for the annual City of Turlock Turkey Trot Fun Run hosted by the City of Turlock, held on the Saturday before Thanksgiving at specified times
 - H.
 - 1. *Resolution*: Approving standardization of all positive displacement residential and turbine meters for the City of Turlock fixed network Automated Meter Reading system, for the purchase of residential, commercial, and industrial water meters from Badger Meter and National Meter & Automation, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6)
 - 2. *Motion*: Approving an Agreement with Badger Meter and National Meter & Automation, Inc. for the purchase of all positive displacement residential and turbine meters, for the City of Turlock fixed network Automated Meter Reading system, in an annual amount not to exceed \$150,000
 - I. *Motion*: Approving Amendment No. 1 to an Agreement between the City of Turlock and Clark Pest Control for additional vegetation management services, increasing the compensation to an annual amount of \$50,112 during the term of the existing contract
 - J. *Motion*: Approving a Right of Entry and Access Agreement between the City of Turlock and Eastside Water District for the Mustang Creek Managed Aquifer Recharge Demonstration Project at the Turlock Municipal Airport
 - K. *Motion*: Approving one (1) Maintenance Agreement with Mo-Cal Office Solutions (as an authorized Kyocera company) for copier maintenance based on a per copy cost and an annual base rate for a period of five (5) years, for the Parks, Recreation and Public Facilities Department

6. 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.

7. SCHEDULED MATTERS

- A. Request to approve the revised City of Turlock Public Art Policy and Guidelines. (Schulze)

Recommended Action:

Motion: Approving the revised City of Turlock Public Art Policy and Guidelines

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- B. Request to appropriate \$1,150,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's various operating budgets to augment the 2015-16 budget for Fund 511 "Health Care" due to net claims expenses in excess of budgeted revenue. (*Jacobs-Hunter*)

Recommended Action:

Resolution: Appropriating \$1,150,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's various operating budgets to augment the 2015-16 budget for Fund 511 "Health Care" due to net claims expenses in excess of budgeted revenue

- C. Request to determine City Project No. 16-38 "Fire Station Exhaust Removal System" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines; award bid and approve an Agreement, in the amount of \$192,167.26 (Fund 240), with Air Exchange, Inc. of Fairfield, California, for City Project No. 16-38 "Fire Station Exhaust Removal System." (*Bray*)

Recommended Action:

Resolution: Determining City Project No. 16-38 "Fire Station Exhaust Removal System" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$192,167.26 (Fund 240), with Air Exchange, Inc. of Fairfield, California, for City Project No. 16-38 "Fire Station Exhaust Removal System"

8. 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.

9. 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 January 24, 2017, unless otherwise specified by the Mayor or a majority of the Council.

10. 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.

11. **CLOSED SESSION:**

- A. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."
Name of Case: County of Stanislaus v. City of Modesto, City of Turlock; Modesto Garbage Co., Inc.; and Does 1 through 100, inclusive

12. **ADJOURNMENT**

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



GARY SOISETH, Mayor

3B1



KELLIE E. WEAVER
CITY CLERK

OFFICE OF THE CITY CLERK
kweaver@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JENNIFER LAND, DEPUTY CITY CLERK

DATE: November 15, 2016

RE: Board, Commission, and Committee Vacancies

The following information is provided based upon Council request to receive notification of vacancies on various boards, commissions, and committees in order that we might tap into the reservoir of talent that exists within our community.

Listed below are current and/or upcoming board, commission, and committee vacancies that require appointment by the Turlock City Council.

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Planning Commission	12-31-16	2
Parks, Arts, and Recreation Commission	12-31-16	2
CDBG Community Grant Selection Committee	12-31-16	Varies

Interested citizens may use the attached “Citizens Desiring to Serve Their City” application form or may request one from City Hall – Administration at 668-5540. Applications for the Planning Commission and the Parks, Arts, and Recreation Commission must be received by the City Clerk no later than Wednesday, November 30, 2016. Applications for the CDBG Community Grant Selection Committee must be received by the City Clerk no later than Friday, January 13, 2017.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2015 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1102 or jland@turlock.ca.us.

Attachment (1)



KELLIE E. WEAVER
CITY CLERK

OFFICE OF THE CITY CLERK
kweaver@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Parks, Arts & Recreation
Commission**

_____ **Stanislaus County Local Task Force
on Solid Waste**

_____ **Planning Commission**

_____ **Turlock Mosquito Abatement District
Board of Trustees**

_____ **Other** _____

=====

Please provide the following information (use reverse side or additional paper, if needed)

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

Do you live within the City limits? _____ Are you registered to vote? _____

How long have you lived in Turlock? _____

Are you, or are you related to, a current City employee? _____ If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: _____

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): _____

Employment Highlights: _____

Prior Public Service, if any: _____

Present and past community activities and organizations: _____

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? _____

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

Signature Date

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

4B
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 10/13/16 IN THE }
AMOUNT OF \$1,235,762.21; }
WEEKLY DEMANDS OF 10/20/16 IN THE }
AMOUNT OF \$555,781.94 }
_____ }

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:
10/13/16	\$1,235,762.21
10/20/16	\$555,781.94

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
[Signature]

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/13/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108914	10/11/2016	Voided	DEPT REQUESTED	10/11/2016	Accounts Payable	IPMA-CCC	\$40.00		
	Invoice			Description					
	10-12-16 IPMA-HR Paying Fund		10/10/2016	Meeting on 10/12/16 for Sarah Eddy and Jessie Dharni Cash Account			\$40.00		
	110 - General Fund			110.11000 (Cash)			\$40.00		
108915	10/11/2016	Open			Accounts Payable	IPMA-CCC	\$20.00		
	Invoice			Description					
	10/12/16-Reg Fee Paying Fund		10/11/2016	Chapter Meeting reg fee for Sarah Eddy 10/12/16 Cash Account			\$20.00		
	110 - General Fund			110.11000 (Cash)			\$20.00		
108916	10/11/2016	Open			Utility Management Refund	BAZAR, BEN	\$322.82		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered Paying Fund		641685-002	MOVE-OUT CREDIT Cash Account	10/10/2016	Refund	\$322.82		
	420 - WATER			420.11000 (Cash)					
108917	10/11/2016	Open			Utility Management Refund	DADISHO, FIONA	\$89.25		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered Paying Fund		686921-003	MOVE-OUT CREDIT Cash Account	10/10/2016	Refund	\$89.25		
	420 - WATER			420.11000 (Cash)					
108918	10/11/2016	Open			Utility Management Refund	JARBOE, MADISON	\$107.71		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered Paying Fund		238015-004	MOVE-OUT CREDIT Cash Account	10/10/2016	Refund	\$107.71		
	420 - WATER			420.11000 (Cash)					
108919	10/11/2016	Open			Utility Management Refund	MALEK, SARGON	\$231.51		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Commercial Metered Paying Fund		T00308-002	MOVE-OUT CREDIT Cash Account	10/11/2016	Refund	\$231.51		
	110 - General Fund			110.11000 (Cash)					

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Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/13/2016

108920 10/11/2016 Open Utility Management Refund MC GRATH, ERIN \$108.24

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	104175-007	MOVE-OUT CREDIT	10/10/2016	Refund	
420 - WATER		Cash Account			\$108.24
		420.11000 (Cash)			

108921 10/11/2016 Open Utility Management Refund MIKHAIL, FRED \$56.04

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Multiple Res Metered Paying Fund	349321-001	MOVE-OUT CREDIT	10/10/2016	Refund	
420 - WATER		Cash Account			\$56.04
		420.11000 (Cash)			

108922 10/11/2016 Open Utility Management Refund WELCH, VERONICA \$119.77

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	503908-005	MOVE-OUT CREDIT	10/10/2016	Refund	
420 - WATER		Cash Account			\$119.77
		420.11000 (Cash)			

108923 10/13/2016 Open Accounts Payable AFLAC GROUP INSURANCE \$2,237.94

Invoice	Date	Description	Amount
A073226600	10/13/2016	AFLAC GROUP - SEP 2016 PREMIUMS	\$2,237.94
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	\$2,237.94

108924 10/13/2016 Open Accounts Payable AMERICAN WATER WORKS ASSOCIATION \$805.00

Invoice	Date	Description	Amount
9292016	09/30/2016	MEMBERSHIP RENEWALS	\$805.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$536.61
420 - WATER		420.11000 (Cash)	\$268.39

108925 10/13/2016 Open Accounts Payable ANIMAL CARE EQUIP & SVCS \$193.99

Invoice	Date	Description	Amount
46904	10/04/2016	ISOLATOR FOR 30 & 36 TRAPS	\$193.99
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$193.99

108926 10/13/2016 Open Accounts Payable APPLIED PEST MANAGEMENT INC \$780.00

Invoice	Date	Description	Amount
577895	10/12/2016	WQC - AUG 2016	\$50.00
577894	10/12/2016	WATER RESOURCES BLDG - AUG 2016	\$30.00

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/13/2016

Invoice	Date	Description	Amount
577914	10/12/2016	PSF - AUG 2016	\$75.00
577897	10/12/2016	ANNEX BLDG - AUG 2016	\$30.00
577896	10/12/2016	ELECTRICAL MAINT - AUG 2016	\$30.00
577878	10/12/2016	UTILITIES DIVISION - AUG 2016	\$30.00
577879	10/12/2016	FLEET SERVICE - AUG 2016	\$30.00
577880	10/12/2016	FLEET CNG BLDG - AUG 2016	\$30.00
577881	10/12/2016	SHIPPING & RECEIVING - AUG 2016	\$40.00
577882	10/12/2016	CDS TRANSIT - AUG 2016	\$30.00
577885	10/12/2016	PSF BLDG (QUARTERLY SERV) - AUG 2016	\$125.00
577883	10/12/2016	TRAINING CENTER - AUG 2016	\$45.00
577884	10/12/2016	MODULAR BLDG (CLASSROOM/OFFICE) - AUG 2016	\$30.00
577913	10/12/2016	FIRE STATION 1 (QUARTERLY SERV) - AUG 2016	\$60.00
577922	10/12/2016	ANIMAL CONTROL (QUARTERLY SERV) - AUG 2016	\$75.00
577899	10/12/2016	DRAIN PUMP STATION - AUG 2016	\$35.00
577898	10/12/2016	NW WATER STORAGE TANK - AUG 2016	\$35.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$410.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$215.00
420 - WATER		420.11000 (Cash)	\$65.00
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$30.00
505 - Fleet		505.11000 (Cash)	\$60.00
108927	10/13/2016	Accounts Payable AT&T/SBC	\$69.72
Invoice		Description	Amount
RelayTDD-10/1/16	10/06/2016	Acct# 248 134-2929 655 9/ California Relay Svc TDD	\$4.53
Fire - 10/1/16	10/06/2016	Acct# 233 841-5391 333 1/ Fire Dept	\$65.19
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$69.72
108928	10/13/2016	Accounts Payable BLX GROUP LLC	\$2,750.00
Invoice		Description	Amount
4161212935092016	10/10/2016	Interim Atb Rebate Services 2012 Sewer Revenue Bonds	\$2,750.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2,750.00
108929	10/13/2016	Accounts Payable CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$150.00
Invoice		Description	Amount
0116007468	10/04/2016	CONFIDENTIAL VICTIM MEDICAL EXPENSE	\$150.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$150.00

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/13/2016

Invoice	Date	Description	Accounts Payable	Amount
108930	10/13/2016	Open	CHAMPION INDUSTRIAL	\$535.01
Invoice				
52704	10/06/2016	WQC - NO A/C IN MOTOR CONTROL CENTER		\$242.01
52781	10/06/2016	WQC - NO A/C IN IT SERVER ROOM		\$123.00
52524	10/06/2016	CITY HALL - NO A/C AT RTU #1		\$170.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$170.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$365.01
108931	10/13/2016	Open	CHARTER COMMUNICATIONS	\$185.75
Invoice				
0703380 -10/6/16	10/06/2016	8203 13 001 0703380 / IT Internet		\$65.00
0000051 -10/11/16	10/06/2016	8203 13 680 0000051 / City Hall (TV service)		\$120.75
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$77.68
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$21.53
420 - WATER		420.11000 (Cash)		\$21.54
501 - Information Technology		501.11000 (Cash)		\$65.00
108932	10/13/2016	Open	CINCINNATI LIFE INS INC	\$676.62
Invoice				
OCT 2016	10/13/2016	CINN LIFE - OCT 2016 PREMIUMS		\$676.62
Paying Fund		Cash Account		Amount
104 - Payroll Clearing Fund		104.11000 (Cash)		\$676.62
108933	10/13/2016	Open	COMBINED BENEFITS ADMINISTRATORS	\$292,766.26
Invoice				
OCT 2016 PREMIUM	10/13/2016	CBA - OCT 2016 PREMIUMS		\$188,369.17
Ck Run 10/13/16	10/13/2016	Ck Run 10/13/16 FY 16/17		\$97,801.86
9-30-16 PAYROLL	10/13/2016	CBA- DEP CARE & UNREIM MED - 9/30/16 PAYROLL		\$6,595.23
Paying Fund		Cash Account		Amount
511 - Health Care		511.11000 (Cash)		\$292,766.26
108934	10/13/2016	Open	COSTCO	\$683.67
Invoice				
9/26/16 x 8926	10/12/2016	Sfimt 9/26/16 - Multi-Dept Charges		\$683.67
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$13.84
270 - Recreation Grants		270.11000 (Cash)		\$669.83
108935	10/13/2016	Open	DAVIDOVITZ & BENNETT LLP	\$453.41
Invoice				

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Invoice	Date	Description	Accounts Payable	DELTA WIRELESS & NETWORK	Amount
10300	10/10/2016	16-34 MCI FILE 187-3979			\$453.41
Paying Fund		Cash Account			Amount
512 - Casualty Insurance		512.11000 (Cash)			\$453.41
108936	10/13/2016	Open	Accounts Payable	DELTA WIRELESS & NETWORK	\$63,930.00
Invoice					Amount
70972	10/04/2016	JULY - SEPT 2016 MAINTENANCE COVERAGE			\$31,965.00
80000133	10/04/2016	OCTOBER - DECEMBER 2016 MAINTENANCE			\$31,965.00
Paying Fund		Cash Account			Amount
116 - Special Public Safety		116.11000 (Cash)			\$63,930.00
108937	10/13/2016	Open	Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$828.00
Invoice					Amount
JUL-SEP 2016	10/11/2016	1ST QTR 2017 DISABILITY ACCESS FEE			\$828.00
Paying Fund		Cash Account			Amount
301 - Capital Improvements		301.11000 (Cash)			\$828.00
108938	10/13/2016	Open	Accounts Payable	ENTERPRISE HOLDINGS LLC	\$3,341.06
Invoice					Amount
11022408	10/04/2016	TNET SEPTEMBER 2016/1 AUGUST 2016 RENTALS			\$3,341.06
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$3,341.06
108939	10/13/2016	Open	Accounts Payable	EQUIFAX	\$67.31
Invoice					Amount
9922290	10/04/2016	5 BACKGROUND CHECKS			\$23.45
9948940	10/12/2016	EQUIFAX-CREDIT CHECK SERVICES			\$43.86
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$23.45
255 - CDBG		255.11000 (Cash)			\$43.86
108940	10/13/2016	Open	Accounts Payable	FINANCIAL CREDIT NETWORK	\$501.70
Invoice					Amount
FCN-TRMS12-SEP16	10/10/2016	FCN-TRMS12- SEPTEMBER 2016 COLLECTION FEES			\$30.00
FCN-TRUT12-SEP16	10/10/2016	FCN-TRUT12-SEPTEMBER 2016 COLLECTION FEES			\$471.70
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$167.07
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$185.43
420 - WATER		420.11000 (Cash)			\$149.20
108941	10/13/2016	Open	Accounts Payable	GOMES & SONS INC., JOE M	\$30,729.29

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Invoice	Date	Description	Amount
9/1/16-9/15/16	10/06/2016	CUST #24090 - Fuel Expense for 9/01/16 - 9/15/16	\$14,506.62
186681	10/06/2016	Fuel for Fire #3	\$891.31
186809	10/06/2016	Fuel for Fire #3	\$1,449.72
9/16/16-9/30/16	10/06/2016	CUST #24090 - Fuel Expense for 9/16/16 - 9/30/16	\$13,881.64
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$16,715.54
205 - Sports Facilities		205.11000 (Cash)	\$555.34
217 - Streets - Gas Tax		217.11000 (Cash)	\$1,976.39
246 - Landscape Assessment		246.11000 (Cash)	\$2,246.97
256 - Stanislaus Housing Consortium		256.11000 (Cash)	\$31.09
405 - Building		405.11000 (Cash)	\$428.94
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2,675.01
420 - WATER		420.11000 (Cash)	\$1,241.54
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$4,534.61
426 - Transit - Fixed Route		426.11000 (Cash)	\$116.90
501 - Information Technology		501.11000 (Cash)	\$17.91
502 - Engineering		502.11000 (Cash)	\$189.05
108942	10/13/2016	Open	\$94.45
Invoice		Accounts Payable	GOMES PROPANE
10883	10/10/2016	PROPANE FOR STREETS	Amount
10887	10/10/2016	PROPANE FOR STREETS	\$61.62
Paying Fund		Cash Account	\$32.83
217 - Streets - Gas Tax		217.11000 (Cash)	Amount
			\$94.45
108943	10/13/2016	Open	\$225.00
Invoice		Accounts Payable	GOV'T FIN OFFICERS ASSOC
0114581-2016	10/10/2016	Membership renewal for M Lorenzi Oct 2016 - Sept 2017	Amount
Paying Fund		Cash Account	\$225.00
110 - General Fund		110.11000 (Cash)	Amount
			\$225.00
108944	10/13/2016	Open	\$438.18
Invoice		Accounts Payable	JORGENSEN & CO INC
5618508	10/06/2016	Police Portable Fire Extinguishers	Amount
5612599 a	10/10/2016	LEFT OFF SALES TAX FROM INVOICE 5612599	\$432.45
Paying Fund		Cash Account	\$5.73
110 - General Fund		110.11000 (Cash)	Amount
			\$438.18
108945	10/13/2016	Open	\$249.71
Invoice		Accounts Payable	KEY SEAL PRODUCTS INC
83131	10/10/2016	ASPHALT FOR STREETS	Amount
Paying Fund		Cash Account	\$249.71
			Amount
			\$249.71

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 217.11000 (Cash) \$249.71

108946 10/13/2016 Open Invoice 217 - Streets - Gas Tax \$249.71

Invoice	Date	Description	Accounts Payable	Amount
257624	10/12/2016	IT-Server/Storage Project-Brocade Communication Switches	KOVARUS INC	\$47,325.93
Paying Fund		Cash Account		Amount
242 - Computer Replacement		242.11000 (Cash)		\$47,325.93

108947 10/13/2016 Open Invoice \$295.70

Invoice	Date	Description	Accounts Payable	Amount
1722927	10/10/2016	ASPHALT FOR STREETS AND PAVERS	LEHIGH HANSON INC	\$108.09
1721934	10/10/2016	ASPHALT FOR STREETS		\$69.74
1722459	10/10/2016	ASPHALT FOR STREETS AND PAVERS		\$117.87
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$196.79
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$98.91

108948 10/13/2016 Open Invoice \$50.00

Invoice	Date	Description	Accounts Payable	Amount
1530196-20160930	10/10/2016	SEPT 2016 SKIP TRACING FEE	LEXISNEXIS RISK SOLUTIONS FL INC	\$50.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$50.00

108949 10/13/2016 Open Invoice \$127.25

Invoice	Date	Description	Accounts Payable	Amount
S1301554	10/10/2016	LMI FUNCTION VALVE FOR COLUMBIA POOL SUPPLIES	LINCOLN EQUIPMENT INC	\$127.25
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$127.25

108950 10/13/2016 Open Invoice \$1,081.00

Invoice	Date	Description	Accounts Payable	Amount
2840791	09/26/2016	CUSTOMER SERVICE ACADEMY COURSES	MERCED COMMUNITY COLLEGE	\$552.00
2843685	09/30/2016	TIME MANAGEMENT		\$529.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$621.00
255 - CDBG		255.11000 (Cash)		\$46.00
405 - Building		405.11000 (Cash)		\$92.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$253.00
502 - Engineering		502.11000 (Cash)		\$69.00

108951 10/13/2016 Open Invoice \$4,600.00

Invoice	Date	Description	Accounts Payable	Amount
			MGT OF AMERICA INC	\$4,600.00

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Invoice	Date	Description	Amount
28904	10/10/2016	2016-17 SB 90 Mandated Cost Services (50% pmt)	\$4,600.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$4,600.00
108952	10/13/2016	Open	\$2,240.00
Invoice		Accounts Payable	MODESTO BEE
Acct#343953-9/16	10/06/2016	CAPER 2015-16 ads in Vida and Bee	Amount
Paying Fund		Cash Account	\$2,240.00
255 - CDBG		255.11000 (Cash)	\$2,240.00
108953	10/13/2016	Open	\$2,240.00
Invoice		Accounts Payable	NBS GOVERNMENT FINANCE GROUP
916000364	10/10/2016	16-28 COST RECOVERY BASED ENGINEERING FEE STUDY	Amount
Paying Fund		Cash Account	\$2,240.00
502 - Engineering		502.11000 (Cash)	\$2,240.00
108954	10/13/2016	Open	\$3,890.00
Invoice		Accounts Payable	NETWORK COMPUTING ARCHITECTS INC.
49529	10/07/2016	Extreme/Works SW & TAC-Maintenance for wifi spots	Amount
Paying Fund		Cash Account	\$3,890.00
110 - General Fund		110.11000 (Cash)	\$2,222.86
501 - Information Technology		501.11000 (Cash)	\$1,667.14
108955	10/13/2016	Open	\$265.05
Invoice		Accounts Payable	P G & E
Columbia-10/2/16	10/06/2016	6180280303-3 / 600 Columbia St	Amount
595High -10/2/16	10/06/2016	0221941093-9 / 595 High St	\$8.11
R.Boesch-10/2/16	10/06/2016	4388605407-1 / 275 N Orange	\$8.11
Fire #3 -10/5/16	10/06/2016	2087893140-9 / 501 E Monte Vista Ave	\$11.06
Fire #1 -10/7/16	10/06/2016	3159594551-5 / 540 Marshall St	\$47.42
Senior - 10/7/16	10/06/2016	2890831960-2 / 1191 Cahill St	\$123.67
Paying Fund		Cash Account	\$66.68
110 - General Fund		110.11000 (Cash)	Amount
			\$265.05
108956	10/13/2016	Open	\$115.50
Invoice		Accounts Payable	PRIME SHINE INC
SI-00699	10/06/2016	SEPT 2016 - CAR WASHES FOR 33 VEHICLES	Amount
Paying Fund		Cash Account	\$115.50
110 - General Fund		110.11000 (Cash)	Amount
405 - Building		405.11000 (Cash)	\$105.00
			\$3.50

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501 - Information Technology	501.11000 (Cash)								\$3.50
502 - Engineering	502.11000 (Cash)								\$3.50
108957	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	QUICKSCORES LLC			\$546.00
	161996			10/10/2016		Fall League Team Invoice			\$546.00
			Paying Fund			Cash Account			Amount
						110.11000 (Cash)			\$546.00
108958	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	RICHARD DONALDSON, LCSW			\$75.00
	10580-9/9/16			10/06/2016		Doctor Visit-7/18/16			\$75.00
			Paying Fund			Cash Account			Amount
						217.11000 (Cash)			\$75.00
108959	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	ROBERT HALF INTERNATIONAL dba OFFICE TEAM			\$2,352.00
	46752033			10/06/2016		TEMPORARY STAFFING FOR FINANCE			\$840.00
	46718581			10/06/2016		TEMPORARY STAFFING FOR FINANCE			\$840.00
	46651937			10/06/2016		TEMPORARY STAFFING FOR FINANCE			\$672.00
			Paying Fund			Cash Account			Amount
						410.11000 (Cash)			\$2,352.00
108960	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	SAFE SOFTWARE INC			\$900.00
	0000043403			10/11/2016		FME Professional Edition-Maintenance 12/1/16-11/30/17			\$900.00
			Paying Fund			Cash Account			Amount
						501.11000 (Cash)			\$900.00
108961	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	SMART INDUSTRY PRODUCTS			\$2,975.00
	5969			10/10/2016		PET WASTE BAGS			\$2,975.00
			Paying Fund			Cash Account			Amount
						246.11000 (Cash)			\$2,975.00
108962	10/13/2016	Open	Invoice	10/13/2016	Accounts Payable	STANISLAUS CO PLANNING			\$317.86
	Sept 30, 2016			10/12/2016		STANISLAUS COUNTY HOME CONSORTIUM FY2016-2017			\$317.86
			Paying Fund			Cash Account			Amount
						256.11000 (Cash)			\$317.86

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\$15,528.30

Invoice	Date	Description	Amount
108963	10/13/2016	Accounts Payable	STANISLAUS COUNTY - TAX
Invoice			
16-17/156S Brdwy	10/12/2016	Property Tax: 043-045-016-000 156 S. Broadway	\$8,803.94
16-17/144S Brdwy	10/12/2016	Property Tax: 043-045-017-000 144 S. Broadway	\$1,244.10
16-17/Hartvicksn	10/12/2016	Property Tax: 043-060-011-000 Hartvickson Drive	\$29.14
16-17/771 Zach	10/12/2016	Property Tax: 044-057-028-000 771 Zach Court	\$23.70
16-17/1745 Warp	10/12/2016	Property Tax: 044-062-030-000 1745 Warp Drive	\$25.54
16-17/1765 Warp	10/12/2016	Property Tax: 044-062-031-000 1765 Warp Drive	\$25.54
16-17/1760 Warp	10/12/2016	Property Tax: 044-062-032-000 1760 Warp Drive	\$25.54
16-17/1740 Warp	10/12/2016	Property Tax: 044-062-033-000 1740 Warp Drive	\$25.54
16-17/Carpenter	10/12/2016	Property Tax: 058-023-028-000 Carpenter Road	\$112.80
16-17/0 WHarding	10/12/2016	Property Tax: 058-031-026-000 0 W. Harding Road	\$112.44
16-17/115 S GSB	10/12/2016	Property Tax: 061-018-029-000 115 S. Gldn State Blvd	\$881.62
16-17/1623 Alex	10/12/2016	Property Tax: 073-036-001-000 1623 Alex Way	\$28.28
16-17/Montana	10/12/2016	Property Tax: 050-009-002-000 Montana Avenue	\$4,190.12
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$10,048.04
120 - Tourism		120.11000 (Cash)	\$881.62
258 - Housing Stimulus Funds		258.11000 (Cash)	\$4,190.12
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$408.52
108964	10/13/2016	Accounts Payable	STATE OF CALIFORNIA
Invoice			
CAD2016	10/12/2016	SUNGARD FINGERPRINTING FOR CAD ACCESS	\$637.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$637.00
108965	10/13/2016	Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC
Invoice			
01 125961	10/04/2016	FINISH REMOVING EMER EQUIP FROM UNIT 08-1278	\$925.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$925.00
108966	10/13/2016	Accounts Payable	T I D
Invoice			
9/30/16 - PSF	10/06/2016	000208-022041-0003/ 244 N Broadway (PSF)	\$17,726.04
10/03/16 - WQC	10/06/2016	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)	\$121,582.25
PO 237 - 10/13/16	10/06/2016	Multiple COT Accounts paid on PO 237	\$12,070.30
10/9/16 - CITY	10/12/2016	000208-024467-0007/ 156 S Broadway (City Hall)	\$6,522.10
10/5/16 - FIRE	10/12/2016	000208-030754-0004 / Fire Station 1	\$912.47
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$26,964.36

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216 - Streets - Local Transportation \$4,023.90
 410 - WATER QUALITY CONTROL (WQC) \$127,824.90

Invoice	Date	Description	Accounts Payable	TURLOCK CITY TOW INC	Amount
108967	10/13/2016	Open			\$593.00
93265	10/06/2016	COLLECTIONS - SERVICES FOR CL90-800			\$450.00
88241	10/06/2016	PD - SERVICES FOR POL08-1286			\$27.00
93065	10/06/2016	PD - EVIDENCE TOW			\$32.00
92980	10/06/2016	PD - SERVICES FOR POL09-1292			\$32.00
92928	10/06/2016	STREETS - SERVICES FOR ST93-717			\$52.00
		Cash Account			Amount
		110.11000 (Cash)			\$91.00
		217.11000 (Cash)			\$52.00
		410.11000 (Cash)			\$450.00
108968	10/13/2016	Open	Accounts Payable	TURLOCK JOURNAL	\$298.50
161507	10/06/2016	AD#2790 Public Notice for Planning Commisison 11/3/16			\$135.00
159724	10/06/2016	PoliceOfficerTrainee Recruitment			\$163.50
		Cash Account			Amount
		110.11000 (Cash)			\$298.50
108969	10/13/2016	Open	Accounts Payable	TURLOCK UMPIRE GROUP	\$5,568.00
SEP-2016	10/10/2016	September Invoice '16			\$5,568.00
		Cash Account			Amount
		110.11000 (Cash)			\$5,568.00
108970	10/13/2016	Open	Accounts Payable	US BANK	\$1,925.00
4417450	10/10/2016	Third Party Trustee Services for 2012 Sewer Bonds			\$1,925.00
		Cash Account			Amount
		410.11000 (Cash)			\$1,925.00
108971	10/13/2016	Open	Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,441.65
314378894	10/11/2016	LEASE AGREEMENT 2106559 FOR 9 COPIERS			\$1,441.65
		Cash Account			Amount
		110.11000 (Cash)			\$1,081.95
		410.11000 (Cash)			\$173.93
		502.11000 (Cash)			\$185.77
108972	10/13/2016	Open	Accounts Payable	UTILITY TELEPHONE, INC.	\$633.97

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Invoice	Date	Description	Amount
108973	10/06/2016	Acct #127022 - City-wide internet service	\$633.97
		Cash Account	Amount
		501 - Information Technology	\$633.97
		501.11000 (Cash)	
		Accounts Payable	\$8,665.47
		VISION SERVICE PLAN CA	
		Description	Amount
		VSP - OCT 2016 PREMIUMS	\$1,630.09
		VSP - SEP 2016 CLAIMS	\$7,035.38
		Cash Account	Amount
		511 - Health Care	\$8,665.47
		511.11000 (Cash)	
		Accounts Payable	\$406,672.76
		VSS INTERNATIONAL INC	
		Description	Amount
		15-64 SLURRY SEALS 2016	\$406,672.76
		Cash Account	Amount
		246 - Landscape Assessment	\$406,672.76
		246.11000 (Cash)	
		Accounts Payable	\$3,110.00
		WALLACE KUHL & ASSOCIATES	
		Description	Amount
		14-29 WATER LINE REPLACEMENT ON PALM & MITCHELL	\$352.50
		SR05, 14-24 COUNTRYSIDE DR STORM DRAIN REPAIRS	\$2,405.00
		SR05, 14-24 COUNTRYSIDE DR STORM DRAIN REPAIRS	\$352.50
		Cash Account	Amount
		413 - WQC-Capital Expansion Reserve	\$2,757.50
		420 - WATER	\$352.50
		420.11000 (Cash)	
		Accounts Payable	\$105,716.99
		WEST YOST ASSOCIATES	
		Description	Amount
		SRWA Program Management Services - Aug 2016	\$105,716.99
		Services	Amount
		Cash Account	Amount
		950 - SRWA	\$105,716.99
		950.11000 (Cash)	
		Accounts Payable	\$1,470.16
		WILLEY PRINTING CO	
		Description	Amount
		BLST BROCHURES	\$1,470.16
		Cash Account	Amount
		426 - Transit - Fixed Route	\$1,470.16
		426.11000 (Cash)	
		Accounts Payable	\$45,055.19
		WONDRIES NATIONAL AUTO FLEET GROUP	

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Invoice	Date	Description	Amount
PC90936 Paying Fund	10/04/2016	ANIMAL CONTROL TRUCK - FORD F250 Cash Account	\$45,055.19
506 - Vehicle/Equipment Replacement		506.11000 (Cash)	\$45,055.19
108979 10/13/2016 Invoice	Open	Accounts Payable ZAP MFG INC	\$472.33
45476 Paying Fund	10/10/2016	R1-1 30" OCT SIGN H.I.P. FOR STREETS Cash Account	\$472.33
217 - Streets - Gas Tax		217.11000 (Cash)	\$472.33
108980 10/13/2016 Invoice	Open	Accounts Payable ZUMAR INDUSTRIES INC	\$344.88
0166835 Paying Fund	10/10/2016	RIVET38AL SUPPLIES FOR STREET SIGNS Cash Account	\$344.88
225 - Transportation Tax		225.11000 (Cash)	\$344.88
108981 10/13/2016 Invoice	Open	Accounts Payable BRAY, NATHAN	\$250.00
TR 4004-Per Diem Paying Fund	10/10/2016	TR 4004-BRAY, FEDERAL AID SERIES 10-16 TO 10-21-16 Cash Account	\$250.00
502 - Engineering		502.11000 (Cash)	\$250.00
108982 10/13/2016 Invoice	Open	Accounts Payable Echandi-Smith, Jamie	\$162.00
TR4007PerDiemJES Paying Fund	10/06/2016	TR4007 Per Diem for JEchandiSmith for Critical Incident Course Cash Account	\$162.00
110 - General Fund		110.11000 (Cash)	\$162.00
108983 10/13/2016 Invoice	Open	Accounts Payable GROSSMAN, CARLO	\$2,150.68
TR 3967-REIMB Paying Fund	10/12/2016	TR 3967-REIMBURSEMENT- HOTEL/PARKING/RENTAL CAR/FUEL-MICROSOFT Cash Account	\$2,150.68
501 - Information Technology		501.11000 (Cash)	\$2,150.68
108984 10/13/2016 Invoice	Open	Accounts Payable Hernandez, Priscilla	\$300.00
Deposit Refund Paying Fund	10/11/2016	Facility Deposit Refund Cash Account	\$300.00
110 - General Fund		110.11000 (Cash)	\$300.00

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Accounts Payable HUMISTON, NATHAN \$155.00

Invoice	Date	Description	Amount
338106	09/30/2016	CWEA COLLECTION GRADE 1 REIMBURSEMENT	\$155.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$155.00

Accounts Payable INTERNATIONAL CODE COUNCIL, INC \$1,296.99

Invoice	Date	Description	Amount
1000719273	10/10/2016	PAYMENT FOR CODE BOOKS	\$1,296.99
Paying Fund		Cash Account	Amount
405 - Building		405.11000 (Cash)	\$1,296.99

Accounts Payable JONES, RANDALL \$250.00

Invoice	Date	Description	Amount
TR 4005-Per Diem	10/10/2016	TR4005, JONES, FEDERAL AID SERIES 10-16 TO 10-21-16	\$250.00
Paying Fund		Cash Account	Amount
502 - Engineering		502.11000 (Cash)	\$250.00

Accounts Payable Murphy, Joel and Kylene \$142.48

Invoice	Date	Description	Amount
527 W. Main	10/12/2016	Reimb for overpayment of FTHB payoff	\$142.48
Paying Fund		Cash Account	Amount
257 - State HOME Funds		257.11000 (Cash)	\$142.48

75 Transactions \$1,235,762.21

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,235,722.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$1,235,762.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,235,722.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$1,235,762.21	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,235,722.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$1,235,762.21	\$0.00

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/13/2016

Open	74	\$1,235,722.21	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	1	\$40.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	75	\$1,235,762.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,235,722.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$40.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	75	\$1,235,762.21	\$0.00



Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
108989	10/18/2016	Open			Utility Management Refund	GARCIA, JOESPH	\$235.76		
Account Type: Single Family Res Metered Paying Fund Account Number: 245054-003 Description: MOVE-OUT CREDIT Transaction Date: 10/17/2016 Transaction Type: Refund Amount: \$235.76									
108990	10/18/2016	Open			Utility Management Refund	HELLER, SCOTT	\$94.68		
Account Type: Single Family Res Metered Paying Fund Account Number: 125547-006 Description: MOVE-OUT CREDIT Transaction Date: 10/17/2016 Transaction Type: Refund Amount: \$94.68									
108991	10/18/2016	Open			Utility Management Refund	SOUZA, JOSEPH	\$176.20		
Account Type: Single Family Res Metered Paying Fund Account Number: 400327-002 Description: MOVE-OUT CREDIT Transaction Date: 10/17/2016 Transaction Type: Refund Amount: \$176.20									
108992	10/18/2016	Open			Accounts Payable	EVERETT, MITCHELL	\$64.00		
Invoice: TR 4003-Per Diem Date: 09/30/2016 Description: TR # 4003 / PER DIEM -CMRTA Annual Conf- Sacramento CA Amount: \$64.00									
108993	10/19/2016	Open			Accounts Payable	STANISLAUS CTY RECORDER	\$185.00		
Invoice: Multiple-A Date: 10/18/2016 Description: Recording fees-Ertmoed-Rodriguez-Anaya-Murphy- Amount: \$185.00									
Paying Fund: 255 - CDBG Description: 255.11000 (Cash) Amount: \$37.00									
Paying Fund: 256 - Stanislaus Housing Consortium Description: 256.11000 (Cash) Amount: \$74.00									
Paying Fund: 257 - State HOME Funds Description: 257.11000 (Cash) Amount: \$74.00									
108994	10/19/2016	Open			Accounts Payable	STANISLAUS CTY RECORDER	\$259.00		
Invoice: Recording Fees-B Date: 10/18/2016 Description: Recording fees-Faria-Zepeda-Belt-Plancarte-Rios- Amount: \$259.00									
Paying Fund: Kaur-Jimenez Description: Kaur-Jimenez Amount: \$259.00									

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Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Invoice	Date	Description	Accounts Payable	STANISLAUS CTY RECORDER	Amount
257 - State HOME Funds					\$259.00
108995	10/19/2016	Open	Accounts Payable	STANISLAUS CTY RECORDER	\$185.00
Recording Fees-C	10/18/2016	Recording fees-Moreno-Beltran-Murillo-Golani-Zuniga			\$185.00
Paying Fund		Cash Account			\$185.00
256 - Stanislaus Housing Consortium		256.11000 (Cash)			\$185.00
108996	10/19/2016	Open	Accounts Payable	STANISLAUS CTY RECORDER	\$185.00
Recording Fees-D	10/18/2016	Recording Fees-Zaragoza-Youkhanehkoalan-Bravo-Flores-Banana			\$185.00
Paying Fund		Cash Account			\$55.50
255 - CDBG		255.11000 (Cash)			\$55.50
256 - Stanislaus Housing Consortium		256.11000 (Cash)			\$74.00
257 - State HOME Funds		257.11000 (Cash)			\$184.44
108997	10/20/2016	Open	Accounts Payable	3T EQUIPMENT CO INC	\$184.44
66041	10/10/2016	REPAIR TRAKSTAR CAMERA #C7B10030			\$184.44
Paying Fund		Cash Account			\$184.44
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$596.63
108998	10/20/2016	Open	Accounts Payable	A & A PORTABLES INC	\$5,300.00
1663628	10/17/2016	PORTABLE RESTROOM FOR ASSESSMENTS			\$79.76
1663293	10/17/2016	PORTABLE RESTROOMS FOR PEDRETTI			\$516.87
Paying Fund		Cash Account			\$516.87
205 - Sports Facilities		205.11000 (Cash)			\$79.76
246 - Landscape Assessment		246.11000 (Cash)			\$5,300.00
108999	10/20/2016	Open	Accounts Payable	ABS DIRECT INC	\$1,741.05
MP-20161017	10/14/2016	Postage Advance for November/December 2016			\$5,300.00
Paying Fund		Cash Account			\$5,300.00
110 - General Fund		110.11000 (Cash)			\$1,741.05
109000	10/20/2016	Open	Accounts Payable	AESSEAL INC	\$1,741.05
OP/1337963	10/11/2016	Cartridge seal for Inplant drain pump			\$1,741.05
Paying Fund		Cash Account			\$1,741.05
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$285.34
109001	10/20/2016	Open	Accounts Payable	AIRGAS NCN	\$285.34

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Invoice	Date	Description	Amount
9055841766	10/10/2016	AIRGAS - MISCELLANEOUS SUPPLIES FOR MUNI SVCS	\$134.45
9055701541	10/10/2016	COMPRESSED AIR	\$150.89
410 - WATER QUALITY CONTROL (WQC)		Cash Account	\$285.34
		410.11000 (Cash)	
109002	10/20/2016	Accounts Payable	\$1,642.88
		ASSA ABLOY ENTRANCE SYSTEMS US INC.	
01034373	10/18/2016	PSF FRONT DOOR REPAIR DOOR 105	\$1,642.88
110 - General Fund		Cash Account	\$1,642.88
		110.11000 (Cash)	
109003	10/20/2016	Accounts Payable	\$46.66
		AT&T MOBILITY	
992507796X102016	10/14/2016	992507796 / PD-IT Line	\$46.66
110 - General Fund		Cash Account	\$46.66
		110.11000 (Cash)	
109004	10/20/2016	Accounts Payable	\$33.29
		AT&T/SBC	
PD - 10/7/16	10/14/2016	Acct# 234 371-3447 543 0/ Police Dept	\$33.29
110 - General Fund		Cash Account	\$33.29
		110.11000 (Cash)	
109005	10/20/2016	Accounts Payable	\$605.81
		BLUELINE RENTAL LLC	
35563950001	10/10/2016	7000 LB CLASS COMPACT EXCAVATOR FOR WQC	\$423.58
31584	10/11/2016	PUMP RENTAL FOR EQUALIZATION BASIN CLEANING	\$182.23
410 - WATER QUALITY CONTROL (WQC)		Cash Account	\$605.81
		410.11000 (Cash)	
109006	10/20/2016	Accounts Payable	\$50.11
		BONANDER TRUCKS	
214423	10/10/2016	AD13-4417 SENSOR	\$50.11
246 - Landscape Assessment		Cash Account	\$50.11
		246.11000 (Cash)	
109007	10/20/2016	Accounts Payable	\$2,500.36
		BSN SPORTS INC	
98271429	10/17/2016	JOX BOX BATTER BOX SET FOR PEDRETTI	\$2,500.36
205 - Sports Facilities		Cash Account	\$2,500.36
		205.11000 (Cash)	

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Invoice	Date	Description	Accounts Payable	Amount
109008	10/20/2016	Open	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$150.00
0116007917	10/18/2016	0116007917 CONF VICT MEDICAL		\$150.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$150.00
109009	10/20/2016	Open	CBF SOLUTIONS	\$467.09
025425	10/18/2016	TPD PROMO MUGS		\$467.09
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$467.09
109010	10/20/2016	Open	CENTRAL VALLEY BUSINESS FORMS	\$645.75
200617	10/17/2016	LEAF PICKUP FLYER		\$645.75
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$645.75
109011	10/20/2016	Open	CENTRAL VALLEY CONCRETE	\$458.95
37965	10/10/2016	CENTRAL VALLEY CONCRETE-CONTRACT FOR SUPPLY & DEL. OF CONCRETE		\$458.95
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$458.95
109012	10/20/2016	Open	CHARTER COMMUNICATIONS	\$528.98
0465535-10/12/16	10/14/2016	8203 13 001 0465535 / Admin Internet		\$69.98
0072829-10/12/16	10/14/2016	8203 13 005 0072829 / Muni Internet		\$60.00
0461088-10/12/16	10/14/2016	8203 13 001 0461088 / City Hall		\$399.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$69.98
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$60.00
501 - Information Technology		501.11000 (Cash)		\$399.00
109013	10/20/2016	Open	CITY OF TURLOCK - CASH	\$370.98
10-14-16 REPLN	10/14/2016	FIN AR-REPLENISH PETTY CASH 10-14-16		\$370.98
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$240.33
420 - WATER		420.11000 (Cash)		\$50.05
501 - Information Technology		501.11000 (Cash)		\$50.60

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

502 - Engineering 502.11000 (Cash) Accounts Payable CLARK PEST CONTROL INC \$30.00 \$1,789.00

Invoice	Date	Description	Amount
18899002	10/10/2016	GOLDEN STATE BLVD 21.34 ACRES	\$469.00
18899003	10/10/2016	SEPT 2016 GOLDEN STATE BASIN 14 AC	\$308.00
18899005	10/10/2016	SEPT 2016 PICARD STORM BASIN	\$22.00
18899006	10/10/2016	SEPT 2016 C STREET	\$22.00
18899435	10/10/2016	SEPT 2016 DIANNE BASIN	\$330.00
18899008	10/10/2016	SEPT 2016 WALNUT & KILROY NORTH FIELD	\$110.00
18899009	10/10/2016	SEPT 2016 GOLDEN STATE EAST BASIN	\$22.00
18899033	10/10/2016	SEPT 2016 LINWOOD/KILROY-PETERSON PROPERTY	\$66.00
18899035	10/10/2016	SEPT 2016 512 S KILROY/S WALNUT BEHIND KELOSOS	\$440.00
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$469.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,100.00
420 - WATER		420.11000 (Cash)	\$220.00

Invoice	Date	Description	Amount
Ck Run 10/18/16	10/20/2016	Ck Run 10/18/16 FY 16/17	\$113,699.49
RX Claim 9/15/16	10/20/2016	RX Claims Period Ending 9/15/16	\$64,234.59
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$177,934.08

Invoice	Date	Description	Amount
5026007	10/10/2016	BLT05-1031 SEAL KIT, GEAR HOUSING GASKET	\$212.84
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$212.84

Invoice	Date	Description	Amount
022-74707	10/11/2016	1965 - CUMMINS PACIFIC LLC GENSET FOR 838	\$5,800.79
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$5,800.79

Invoice	Date	Description	Amount
10/15/16 Payroll	10/20/2016	10/15/16 PAYROLL - WITHHOLDING	\$142.00
Paying Fund		Cash Account	Amount
104 - Payroll Clearing Fund		104.11000 (Cash)	\$142.00

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Invoice	Date	Description	Accounts Payable	Amount
109019	10/20/2016	Open	FASTENAL COMPANY INC	\$987.46
CATUR126509	10/10/2016	ALLEN HEAD SET		\$49.45
CATUR126717	10/10/2016	CL90-800 SOCKET CAP SCREW		\$1.25
CATUR126112	10/10/2016	HIGH RISK GLOVES		\$468.38
CATUR126516	10/10/2016	HIGH RISK GLOVES		\$468.38
Paying Fund		Cash Account		Amount
205 - Sports Facilities		205.11000 (Cash)		\$49.45
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$938.01
109020	10/20/2016	Open	GARTON TRACTOR INC	\$129.26
CT82686	10/10/2016	PED11-950 DRIVE BELT		\$129.26
Paying Fund		Cash Account		Amount
205 - Sports Facilities		205.11000 (Cash)		\$129.26
109021	10/20/2016	Open	GCR TIRES & SERVICE	\$2,691.72
858-24585	10/10/2016	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)		\$730.70
858-24588	10/10/2016	PF13-4411 TIRES		\$481.02
858-24635	10/10/2016	AD13-4417		\$481.02
858-24636	10/10/2016	POL15-1139		\$538.32
858-24637	10/10/2016	POL11-1119		\$460.66
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,480.00
246 - Landscape Assessment		246.11000 (Cash)		\$481.02
425 - Transit - Dial-A-Ride		425.11000 (Cash)		\$730.70
109022	10/20/2016	Open	GRAINGER INC, W W	\$2,004.21
9237233516	10/10/2016	REFLECTIVE NUMBER LABELS FOR STREETLIGHTS		\$275.19
9237357554	10/10/2016	GRAINGER - SUPPLIES AND MATERIALS FOR CITY PROJECTS		\$356.94
9240894577	10/10/2016	PRESSURE REGULATOR FOR IN PLANT DRAIN		\$129.49
9213731178	10/10/2016	LEATHER GLOVES		\$192.69
9216446808	10/10/2016	HARD HAT SWEATBAND		\$49.86
9217713909	10/10/2016	EAR PLUGS		\$134.84
9217713917	10/10/2016	PLUG-IN CFL 38W DIMMABLE, CITY HALL LIGHTS		\$96.28
9224157496	10/10/2016	RECYCLING CONTAINER FOR WQC		\$73.14
9224755364	10/10/2016	BARRICADE TAPE, CAUTION TAPE		\$48.56
9230171036	10/10/2016	RECIPROCATING SAW BLADE		\$66.64
9237233508	10/10/2016	KEYED PADLOCK, MASTER		\$112.37
9232862277	10/10/2016	GRAFFITI & PAINT REMOVER TOWELS		\$251.33

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Invoice	Date	Description	Accounts Payable	Amount
9234143833	10/10/2016	PLUMBERS PIPE DOPE, MARKING PAINT, SCRUB BRUSH		\$57.63
9246921960	10/10/2016	CAR WASH BRUSH, PROTECTIVE LEG TIPS		\$159.25
Paying Fund		Cash Account		Amount
246 - Landscape Assessment		246.11000 (Cash)		\$275.19
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,729.02
109023	10/20/2016	Open Invoice	GROENIGER & COMPANY	\$3,541.64
1218622	10/10/2016	GROENIGER - PIPE & PIPE FITTINGS		\$3,541.64
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$3,541.64
109024	10/20/2016	Open Invoice	HILMAR READY MIX	\$465.47
7482	10/10/2016	CHRISTOFFERSEN & WALNUT BIKE PARK		\$45.74
7449	10/10/2016	LINDEN STORM POND		\$45.74
7465	10/10/2016	PARK WATER		\$45.74
7484	10/10/2016	TELLURIDE & WINTER HAVEN MANHOLE REPAIR		\$94.17
7443	10/10/2016	290 BEL AIR SEWER REPAIR		\$45.74
7446	10/10/2016	SANDY WY SIDEWALK POUR BACK		\$188.34
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$419.73
420 - WATER		420.11000 (Cash)		\$45.74
109025	10/20/2016	Open Invoice	HOLT OF CALIFORNIA INC	\$949.33
K4605101	10/10/2016	TELEHANDLER #0THH01555 FOR WQC		\$680.73
K4609901	10/10/2016	7 TON ALLOY SWIVEL HOOK RENTAL FOR UTILITIES		\$268.60
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$680.73
420 - WATER		420.11000 (Cash)		\$268.60
109026	10/20/2016	Open Invoice	HORIZON	\$3,958.27
1W092943	10/17/2016	MISC IRRIGATION PARTS FOR STREETS		\$3,958.27
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$3,958.27
109027	10/20/2016	Open Invoice	HUNTINGTON COURT REPORTER	\$1,300.56
28601	10/18/2016	9/15/16 TO 9/30/16 DIGITAL DICTATION		\$1,300.56
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,300.56

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Invoice	Date	Description	Accounts Payable	Amount
109028	10/20/2016	Open	IMAGE UNIFORMS(STANS) INC	\$343.27
132659	10/18/2016	BRITTANY RUIZ PANTS		\$53.80
132521	10/18/2016	MASCHAL UNIFORM		\$289.47
		Cash Account		Amount
		110 - General Fund		\$343.27
109029	10/20/2016	Open	INDEPENDENT ELECTRIC INC	\$78.75
		Description		Amount
S102935368.001	10/10/2016	RELAY FOR ELECTRICAL LIFT PANEL		\$31.84
S102935368.002	10/10/2016	RELAY FOR ELECT LIFT PANEL		\$31.84
S102963214.001	10/10/2016	CIRCUIT BREAKER FOR AC UNIT INST. BLDG		\$15.07
		Cash Account		Amount
		410 - WATER QUALITY CONTROL (WQC)		\$15.07
505 - Fleet		505.11000 (Cash)		\$63.68
109030	10/20/2016	Open	INTEGRITY MUNICIPAL SYSTEMS LLC	\$678.63
		Description		Amount
5924-TAX	10/10/2016	SERVICE FOR ACID WASH OF ONE RJ-2000 BULK EMERGENCY CHLORINE		\$678.63
		Cash Account		Amount
		410 - WATER QUALITY CONTROL (WQC)		\$678.63
109031	10/20/2016	Open	ITRON INC	\$4,739.58
		Description		Amount
428533	10/11/2016	NOV 2016-MAINTENANCE RENEWAL		\$2,332.89
428429	10/11/2016	NOV 2016-Hardware MAINTENANCE RENEWAL		\$2,406.69
		Cash Account		Amount
		420 - WATER		\$4,739.58
109032	10/20/2016	Open	J A MOMANEY SERVICES INC	\$473.55
		Description		Amount
83419	10/10/2016	COUNTDOWN PED MODULE		\$473.55
		Cash Account		Amount
		216 - Streets - Local Transportation		\$473.55
109033	10/20/2016	Open	LANGUAGE LINE SERVICES	\$39.36
		Description		Amount
3910756	10/14/2016	Acct #9020101104 - Translation services for Police Department		\$39.36
		Cash Account		Amount
		110 - General Fund		\$39.36

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From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

\$289.68

Invoice	Date	Description	Accounts Payable	Amount
10/20/2016	Open		LEHIGH HANSON INC	
1723401	10/17/2016	ASPHALT FOR STREETS		\$73.94
1723876	10/17/2016	ASPHALT FOR STREETS AND PAVERS		\$108.22
1725258	10/17/2016	ASPHALT FOR STREETS		\$107.52
Paying Fund		Cash Account		Amount
217 - Streets - Gas Tax		217.11000 (Cash)		\$246.39
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$43.29

\$128.35

Invoice	Date	Description	Accounts Payable	Amount
10/20/2016	Open		LINCOLN EQUIPMENT INC	
S1301898	10/17/2016	LMI FUNCTION VALVE FOR COLUMBIA POOL SUPPLIES		\$128.35
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$128.35

\$3,499.65

Invoice	Date	Description	Accounts Payable	Amount
10/20/2016	Open		MICROBIZ SECURITY COMPANY	
50046	10/14/2016	Contract 15-027/Limited Maintenance Agreement		\$3,499.65
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,172.38
501 - Information Technology		501.11000 (Cash)		\$2,327.27

\$3,506.96

Invoice	Date	Description	Accounts Payable	Amount
10/20/2016	Open		MISSION LINEN SUPPLY INC	
9/30/16 212629	10/14/2016	ASSESSMENT DISTRICTS - UNIFORMS		\$343.93
9/30/16 154209	10/14/2016	CITY HALL - MATS & UNIFORMS		\$191.40
9/30/16 187032	10/14/2016	FIRE STATION 1 - MATS & TOWELS		\$117.76
9/30/16 187082	10/14/2016	FIRE STATION 2 - MATS & TOWELS		\$125.31
9/30/16 187080	10/14/2016	FIRE STATION 3 - MATS & TOWELS		\$50.36
9/30/16 187084	10/14/2016	FIRE STATION 4 - MATS & TOWELS		\$48.00
9/30/16 153955	10/14/2016	FLEET MAINT - UNIFORMS & TOWELS		\$473.26
9/30/16 153973	10/14/2016	PARKS - UNIFORMS		\$235.01
9/30/16 154117	10/14/2016	PEDRETTI - UNIFORMS		\$94.22
9/30/16 154207	10/14/2016	POLICE - UNIFORMS		\$51.20
9/30/16 153979	10/14/2016	SEWER (COLLECTIONS) - UNIFORMS		\$158.65
9/30/16 212628	10/14/2016	STORMS - UNIFORMS		\$55.53
9/30/16 153971	10/14/2016	STREETS - UNIFORMS		\$86.11
9/30/16 203896	10/14/2016	SPORTS (TRSC) - UNIFORMS		\$24.96
9/30/16 153948	10/14/2016	WATER - UNIFORMS		\$167.38
9/30/16 154035	10/14/2016	WASTE (WQC) - UNIFORMS		\$1,066.52
9/30/16 227932	10/14/2016	ELECTRICAL (WQC) - UNIFORMS		\$217.36
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$819.04

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205 - Sports Facilities	205.11000 (Cash)	\$119.18
217 - Streets - Gas Tax	217.11000 (Cash)	\$86.11
246 - Landscape Assessment	246.11000 (Cash)	\$343.93
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,498.06
420 - WATER	420.11000 (Cash)	\$167.38
505 - Fleet	505.11000 (Cash)	\$473.26

109038 10/20/2016 Open Accounts Payable MODESTO MACHINE WORKS INC \$252.92

Invoice	Date	Description	Amount
107120	10/10/2016	SS PUMP SLEEVE	\$252.92
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$252.92

109039 10/20/2016 Open Accounts Payable MONTE VISTA SMALL ANIMAL HOSPITAL \$273.00

Invoice	Date	Description	Amount
195382	10/18/2016	#8-34 SURGERY/VACC	\$64.00
198272	10/18/2016	#9-65 SURGERY/VACC	\$64.00
181547	10/18/2016	#V0943 SURGERY	\$60.00
183125	10/18/2016	#6-12 SURGERY	\$20.00
183530	10/18/2016	#0954 SURGERY/VACC	\$65.00
Paying Fund		Cash Account	Amount
203 - Animal Fee Forfeiture		203.11000 (Cash)	\$273.00

109040 10/20/2016 Open Accounts Payable MOTION INDUSTRIES INC - CA82 \$210.02

Invoice	Date	Description	Amount
CA82-907121	10/10/2016	BELTS FOR DIGESTER #5 MIXING PUMPS	\$210.02
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$210.02

109041 10/20/2016 Open Accounts Payable NAPA AUTO PARTS \$154.84

Invoice	Date	Description	Amount
669250	10/10/2016	WIPER BLADE ST98-7121	\$6.44
669255	10/10/2016	WIPER BLADE FR08-283	\$6.44
669636	10/11/2016	WT89-515 SWITCH	\$41.66
669761	10/11/2016	ST90-728 STROBE	\$93.86
669965	10/11/2016	POL08-1281 WIPER BLADE	\$6.44
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$12.88
217 - Streets - Gas Tax		217.11000 (Cash)	\$100.30
420 - WATER		420.11000 (Cash)	\$41.66

109042 10/20/2016 Open Accounts Payable NATIONAL METER & AUTOMATION INC \$5,164.65

Invoice	Date	Description	Amount
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S1073947.001	10/14/2016	HR-E LCD W/ ITRON ILC, 5'	\$68.88
S1073947.002	10/14/2016	LF5500 10" TS BRZ METER BODY ONLY	\$5,095.77
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$5,164.65

109043 10/20/2016 Open Accounts Payable NESTLE WATERS NORTH AMERICA \$13.87

Invoice	Date	Description	Amount
06J0033258518	10/11/2016	SEP 2016 WATER SERVICES FOR MUNICIPAL SERVICES	\$13.87
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$13.87

109044 10/20/2016 Open Accounts Payable NEVER BORING DESIGN INC \$310.25

Invoice	Date	Description	Amount
47389	10/18/2016	DECALS ON NEW VIPS VEHICLE	\$310.25
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$310.25

109045 10/20/2016 Open Accounts Payable NEW FLYER INDUSTRIES CANADA ULC \$218.07

Invoice	Date	Description	Amount
81058996	10/11/2016	NEW FLYER - TRANSIT HOLDINGS INC ORION BUS PARTS	\$218.07
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$218.07

109046 10/20/2016 Open Accounts Payable NEXT LEVEL PARTS INC \$286.37

Invoice	Date	Description	Amount
8577-221525	10/10/2016	MASTER TORX DRIVE POL1140	\$38.34
8577-221767	10/10/2016	AIR FILTER NP14-012	\$9.72
8577-221837	10/10/2016	OIL FILTER 110-50-500.46032	\$2.86
8577-222174	10/10/2016	BRAKE, ROTOR, PAD AD13-4417	\$98.74
8577-222301	10/10/2016	CREDIT FOR INVOICE #8577-222174 BRAKES	(\$15.37)
8577-222308	10/10/2016	FUEL FILTER SC02-9008	\$1.46
8577-222353	10/10/2016	STARTER SC02-9008	\$150.62
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$50.92
205 - Sports Facilities		205.11000 (Cash)	\$152.08
246 - Landscape Assessment		246.11000 (Cash)	\$83.37

109047 10/20/2016 Open Accounts Payable NIXON EGLI EQUIPMENT CO \$686.65

Invoice	Date	Description	Amount
T03241	10/11/2016	1141 - NIXON EGLI EQUIPMENT CO CL90-800 INSPECTION	\$686.65
Paying Fund		Cash Account	Amount

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\$686.65

410 - WATER QUALITY CONTROL (WQC)

410.11000 (Cash)

\$9,082.00

P G & E

Accounts Payable

10/20/2016 Open Invoice

Date	Description	Amount
10/14/2016	6224543828-8 / 701 S Walnut Rd	\$11.84
10/14/2016	6182877164-4 / 791 S Walnut Rd	\$26.89
10/14/2016	6141210500-1 / 701 S Walnut Rd E	\$7.84
10/14/2016	6349543820-0 / 901 S Walnut Rd	\$86.30
10/14/2016	6307877156-3 / 901 S Walnut Rd	\$140.15
10/14/2016	3794250242-0 / 701 S Walnut Rd Ste A	\$1,684.20
10/14/2016	8391988340-1 / 244 N Broadway-PSF	\$4,824.10
10/14/2016	8466606707-3 / 901 S Walnut Rd CNG	\$2,274.67
10/14/2016	756584382-0 / 2820 N Walnut-Fire #4	\$26.01
	Cash Account	Amount
	110.11000 (Cash)	\$4,877.00
	217.11000 (Cash)	\$7.84
	410.11000 (Cash)	\$226.45
	426.11000 (Cash)	\$1,684.20
	505.11000 (Cash)	\$2,286.51

\$7,333.29

Accounts Payable

10/20/2016 Open Invoice

Date	Description	Amount
10/10/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$112.40
10/10/2016	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS	\$3,986.68
10/17/2016	RIGID PIPE FREEZER	\$3,234.21
	Cash Account	Amount
	420.11000 (Cash)	\$7,333.29

\$300.00

Accounts Payable

10/20/2016 Open Invoice

Date	Description	Amount
10/18/2016	ALLISON PRE-EMPLOYMENT SCREENING	\$150.00
10/18/2016	FORTADO PRE-EMPLOYMENT SCREENING	\$150.00
	Cash Account	Amount
	110.11000 (Cash)	\$300.00

\$215.04

Accounts Payable

10/20/2016 Open Invoice

Date	Description	Amount
10/14/2016	NETAPP Storage for 11/1-11/30/16	\$215.04
	Cash Account	Amount
	501.11000 (Cash)	\$215.04

\$38.65

Accounts Payable

10/20/2016 Open Invoice

Date	Description	Amount
10/20/2016	PAUL'S PAINT COMPANY	\$38.65

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59136	10/10/2016	SEMI GLOSS PAINT	\$38.65
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$38.65

109053 10/20/2016 Open Accounts Payable PLATT ELECTRIC SUPPLY \$10,829.09

Invoice	Date	Description	Amount
K353027	10/10/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$1,107.56
K356161	10/10/2016	SS STRAPS FOR RESTOCK WQC MAINT SHOP	\$17.63
K363859	10/10/2016	OUTLETS & COVERS FOR CNG SLOW FILL	\$132.91
K385410	10/10/2016	AMP PROBE TO REPLACE BROKEN ONE	\$216.58
K412010	10/10/2016	100 WATT & 150 WATT HPS BULBS	\$35.47
K423380	10/10/2016	PLATT ELECTRIC- MISC ELECTRICAL SUPPLIES	\$386.10
K279862	10/10/2016	38 WATT LED RETROFIT	\$1,226.93
K349975	10/10/2016	SL BOX & LID FOR PALM & OLIVE	\$72.80
K355667	10/11/2016	Variable Frequency Drive	\$7,078.69
K055885	10/11/2016	KEY SWITCHES FOR DOWNTOWN CIRCUITS	\$554.42
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	\$1,816.82
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$620.31
420 - WATER		420.11000 (Cash)	\$8,391.96

109054 10/20/2016 Open Accounts Payable POSM SOFT LLC \$3,500.00

Invoice	Date	Description	Amount
1203	10/11/2016	POSM SOFTWARE ANNUAL SUPPORT CONTRACT	\$3,500.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$3,500.00

109055 10/20/2016 Open Accounts Payable RANDIK PAPER CO \$1,066.05

Invoice	Date	Description	Amount
107544A	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$19.63
107873A	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$19.63
108495	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$246.44
108727	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$278.23
109214	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$161.29
109638	10/14/2016	JANITORIAL PAPER AND CLEANING SUPPLIES	\$340.83
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,066.05

109056 10/20/2016 Open Accounts Payable ROBERT HALF INTERNATIONAL dba OFFICE TEAM \$1,680.00

Invoice	Date	Description	Amount
46820081	10/12/2016	WorkEndDate 9/30/2016	\$840.00
46607846	10/12/2016	Work End Date: 9/2/2016	\$840.00
Paying Fund		Cash Account	Amount

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410 - WATER QUALITY CONTROL (WQC) \$1,680.00

Invoice	Date	Description	Account	Amount
109057	10/20/2016	Open	Accounts Payable	
SC4256F-IN	10/17/2016	2.5 TON BRYANT HEAT PUMP FOR PFM CORP YARD	ROBIC REFRIGERATION INC	\$6,325.00
Paying Fund		Cash Account		
301 - Capital Improvements		301.11000 (Cash)		\$6,325.00
109058	10/20/2016	Open	Accounts Payable	
329118	10/14/2016	LIME H.D. VEST	SAFE-T-LITE CO INC	\$20.98
Paying Fund		Cash Account		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$20.98
109059	10/20/2016	Open	Accounts Payable	
R002303511	10/10/2016	SEPT 2016 SELF RECYCLING PARTS WASHER	SAFETY-KLEEN CORPORATION	\$157.74
Paying Fund		Cash Account		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$157.74
109060	10/20/2016	Open	Accounts Payable	
122179	10/17/2016	SHAPE - PUMP PARTS & REPAIR	SHAPE INC	\$1,712.39
Paying Fund		Cash Account		
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,712.39
109061	10/20/2016	Open	Accounts Payable	
46800	10/10/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%	SHORE CHEMICAL COMPANY	\$45.63
Paying Fund		Cash Account		
420 - WATER		420.11000 (Cash)		\$45.63
109062	10/20/2016	Open	Accounts Payable	
77970961	10/17/2016	MISC IRRIGATION PARTS ASSESSMENTS	SITEONE LANDSCAPE SUPPLY HOLDING LLC	\$6,853.56
Paying Fund		Cash Account		
246 - Landscape Assessment		246.11000 (Cash)		\$6,853.56
109063	10/20/2016	Open	Accounts Payable	
637094318-178	10/14/2016	SPRINT 9/0816-10/07/16 & EQUIPMENT/PRORATED CHARGES (REC)	SPRINT	\$2,262.46
Paying Fund		Cash Account		

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110 - General Fund	110.11000 (Cash)	\$512.28
205 - Sports Facilities	205.11000 (Cash)	\$274.31
217 - Streets - Gas Tax	217.11000 (Cash)	\$447.21
246 - Landscape Assessment	246.11000 (Cash)	\$78.67
270 - Recreation Grants	270.11000 (Cash)	\$22.69
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$457.84
420 - WATER	420.11000 (Cash)	\$439.02
505 - Fleet	505.11000 (Cash)	\$30.44

109064 10/20/2016 Open Invoice Description Amount
 10/18/2016 JUL-SEP 2016-non-bus Vendor Fuel Tax Return \$784.55
 Paying Fund Cash Account
 505 - Fleet 505.11000 (Cash) \$784.55

\$784.55

Accounts Payable ST BOARD OF EQUALIZATION

10/20/2016	Open	Invoice	Description	Amount
10/18/2016			JUL-SEP 2016-non-bus Vendor Fuel Tax Return	\$784.55
		Paying Fund	Cash Account	
		505 - Fleet	505.11000 (Cash)	\$784.55

109065 10/20/2016 Open Invoice Description Amount
 10/20/2016 10/15/16 PAYROLL - WITHHOLDING \$430.16
 Paying Fund Cash Account
 104 - Payroll Clearing Fund 104.11000 (Cash) \$430.16

\$430.16

Accounts Payable STANISLAUS CTY SHERIFF

10/20/2016	Open	Invoice	Description	Amount
10/20/2016			10/15/16 PAYROLL - WITHHOLDING	\$430.16
		Paying Fund	Cash Account	
		104 - Payroll Clearing Fund	104.11000 (Cash)	\$430.16

109066 10/20/2016 Open Invoice Description Amount
 10/17/2016 JUL-SEPT 2016 TRANSIT SALES \$1,212.50
 Paying Fund Cash Account
 110 - General Fund 110.11000 (Cash) \$1,212.50

\$1,212.50

Accounts Payable STANISLAUS REGIONAL TRANS

10/20/2016	Open	Invoice	Description	Amount
10/17/2016			JUL-SEPT 2016 TRANSIT SALES	\$1,212.50
		Paying Fund	Cash Account	
		110 - General Fund	110.11000 (Cash)	\$1,212.50

109067 10/20/2016 Open Invoice Description Amount
 10/17/2016 TURLOCK MUNICIPAL AIRPORT-ALP UPDATE \$15,210.36
 1105558 TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVEY \$628.00
 Paying Fund Cash Account
 401 - Airport 401.11000 (Cash) \$15,838.36

\$15,838.36

Accounts Payable STANTEC CONSULTING INC

10/20/2016	Open	Invoice	Description	Amount
10/17/2016			TURLOCK MUNICIPAL AIRPORT-ALP UPDATE	\$15,210.36
10/17/2016			TURLOCK MUNICIPAL AIRPORT OBSTRUCTION SURVEY	\$628.00
		Paying Fund	Cash Account	
		401 - Airport	401.11000 (Cash)	\$15,838.36

109068 10/20/2016 Open Invoice Description Amount
 10/18/2016 SEPTEMBER 2016 FINGERPRINTING \$1,085.00
 Paying Fund Cash Account
 110 - General Fund 110.11000 (Cash) \$1,085.00

\$1,085.00

Accounts Payable STATE OF CALIFORNIA

10/20/2016	Open	Invoice	Description	Amount
10/18/2016			SEPTEMBER 2016 FINGERPRINTING	\$1,085.00
		Paying Fund	Cash Account	
		110 - General Fund	110.11000 (Cash)	\$1,085.00

109069 10/20/2016 Open Invoice Description Amount
 10/11/2016 MARC GARDNER WASTEWATER TREATMENT PLANT OPERATOR CERT RENEWAL \$230.00

\$230.00

Accounts Payable STATE WATER RESOURCE CTNL

10/20/2016	Open	Invoice	Description	Amount
10/11/2016			MARC GARDNER WASTEWATER TREATMENT PLANT OPERATOR CERT RENEWAL	\$230.00

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Paying Fund	Open	Date	Description	Accounts Payable	T I D	Amount
109070						
410 - WATER QUALITY CONTROL (WQC)	Open	10/20/2016	Cash Account			\$230.00
	Invoice					
				Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13
		10/15/16	PAYROLL - WITHHOLDING			\$439.13
	Paying Fund					
						\$439.13
		104 - Payroll Clearing Fund				
	Open	10/20/2016		Accounts Payable		\$22,581.74
	Invoice					
		10/14/2016	Sept Electric Service for 318 Vermont Ave			\$42.06
		10/14/2016	Electric service for 1145 Park St			\$36.95
		10/14/2016	Multiple COT Accounts paid on PO 246			\$21,939.51
		10/14/2016	000208-003110-0001 / Fire Station 4			\$106.92
		10/14/2016	000208-003110-0002 / Fire Station 4			\$192.76
		10/09/16 - REC	000208-030977-0003 / 144 S Broadway			\$24.78
		10/9/16 - REC	000208-030977-0005 / 144 S Broadway			\$238.76
	Paying Fund					
						\$583.20
		110 - General Fund				
						\$21,919.53
		216 - Streets - Local Transportation				\$79.01
		256 - Stanislaus Housing Consortium				
	Open	10/20/2016		Accounts Payable	TBA AUTO PARTS	\$1,910.27
	Invoice					
		10/11/2016	TBA AUTO PARTS - AUTOMOTIVE PARTS & SERVICE			\$1,910.27
	Paying Fund					
						\$1,530.33
		110 - General Fund				\$75.03
		205 - Sports Facilities				\$119.48
		217 - Streets - Gas Tax				\$31.28
		246 - Landscape Assessment				\$47.11
		410 - WATER QUALITY CONTROL (WQC)				\$8.91
		420 - WATER				\$13.38
		425 - Transit - Dial-A-Ride				\$75.91
		426 - Transit - Fixed Route				\$8.84
		502 - Engineering				
	Open	10/20/2016		Accounts Payable	TG HYDRAULICS	\$674.23
	Invoice					
		10/10/2016	HOSE, FITTINGS			\$246.96
		10/11/2016	WIRE HOSE, SWIVEL FITTING, QUAD SEAL, BACKUP, LABOR			\$401.04
		10/11/2016	ST99-7003 WIRE HOSE, FITTING			\$26.23
	Paying Fund					

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217 - Streets - Gas Tax 217.11000 (Cash) \$26.23
 410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash) \$648.00

Invoice	Date	Description	Accounts Payable	TID	Amount
109074	10/20/2016	Open			\$10,294.99
23473	10/10/2016	IMPROVEMENT DISTRICTS FOR STORM DRAINAGE ENDING 8/31/16			\$10,294.99
109075	10/20/2016	Open			\$5,000.00
12058	10/10/2016	SEPT 2016 LOBBYING SERVICES			\$5,000.00
109076	10/20/2016	Open			\$61.00
161282	10/12/2016	Emergency Services Dispatcher Trainee Recruitment			\$61.00
109077	10/20/2016	Open			\$1,135.00
SEPT 2016	10/18/2016	#8-61 TO #9-97 SEPT 2016			\$1,135.00
109078	10/20/2016	Open			\$82,587.02
JUL-SEP 2016	10/11/2016	TUSD PAYMENT 7/1-9/30 2016			\$82,587.02
109079	10/20/2016	Open			\$1,473.00
030-4846	10/17/2016	Source Code Escrow			\$1,473.00
109080	10/20/2016	Open			\$3,991.73
110 - General Fund	10/17/2016	110.11000 (Cash)			\$1,178.40
		410.11000 (Cash)			\$147.30
		420.11000 (Cash)			\$147.30

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Invoice	Date	Description	Amount
SJ777905	10/10/2016	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	\$3,991.73
Paying Fund		Cash Account	
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$3,991.73
109081	10/20/2016	Open	\$69,549.84
Invoice		Accounts Payable	
9/22/16 x 9452	10/14/2016	US Bank / Procurement-Card Statement 9-22-16	\$69,549.84
Paying Fund		Cash Account	
110 - General Fund		110.11000 (Cash)	\$22,399.73
120 - Tourism		120.11000 (Cash)	\$403.06
202 - Bicycle Safety		202.11000 (Cash)	\$446.00
204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	\$165.00
205 - Sports Facilities		205.11000 (Cash)	\$3,850.37
216 - Streets - Local Transportation		216.11000 (Cash)	\$362.07
217 - Streets - Gas Tax		217.11000 (Cash)	\$6,186.85
225 - Transportation Tax		225.11000 (Cash)	\$373.95
226 - Traffic Tax		226.11000 (Cash)	\$518.66
228 - Park Development Tax		228.11000 (Cash)	\$4,156.09
240 - Small Equipment Replacement		240.11000 (Cash)	\$44.66
242 - Computer Replacement		242.11000 (Cash)	\$1,948.00
246 - Landscape Assessment		246.11000 (Cash)	\$3,050.18
255 - CDBG		255.11000 (Cash)	\$127.12
270 - Recreation Grants		270.11000 (Cash)	\$1,991.45
405 - Building		405.11000 (Cash)	\$346.40
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$15,671.94
420 - WATER		420.11000 (Cash)	\$4,364.68
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$292.16
426 - Transit - Fixed Route		426.11000 (Cash)	\$224.40
501 - Information Technology		501.11000 (Cash)	\$501.01
502 - Engineering		502.11000 (Cash)	\$2,028.83
506 - Vehicle/Equipment Replacement		506.11000 (Cash)	\$83.49
602 - Downtown Improvement Project		602.11000 (Cash)	\$13.74
109082	10/20/2016	Open	\$795.84
Invoice		Accounts Payable	
Stmt: 10/16/16	10/14/2016	Acct #128444 - Public Safety internet service	\$795.84
Paying Fund		Cash Account	
110 - General Fund		110.11000 (Cash)	\$795.84
109083	10/20/2016	Open	\$2,146.77
Invoice		Accounts Payable	
9773092529	10/14/2016	HOUSING 9/04/16 - 10/03/16	\$56.10
9773092530	10/14/2016	CITY MANAGER 9/04/16 - 10/03/16	\$38.01

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From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

9773092526	10/14/2016	ENGINEERING 9/04/16 - 10/03/16	\$620.54
9773092527	10/14/2016	BUILDING 9/04/16 - 10/03/16	\$94.46
9773092524	10/18/2016	Police Sep 04 - Oct 03	\$1,337.66
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,375.67
255 - CDBG		255.11000 (Cash)	\$56.10
405 - Building		405.11000 (Cash)	\$94.46
426 - Transit - Fixed Route		426.11000 (Cash)	\$71.81
502 - Engineering		502.11000 (Cash)	\$548.73

109084 10/20/2016 Open Accounts Payable VINE & SONS INC, ER Amount \$1,366.78

Invoice	Date	Description	Amount
0014473-IN	10/10/2016	MOBILE SHC 634	\$192.65
SEP0080-FC	10/10/2016	VINE & SON - LUBRICATING OIL CONTRACT	\$2.89
0018163-IN	10/10/2016	VINE & SON - LUBRICATING OIL CONTRACT	\$1,171.24
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$185.60
205 - Sports Facilities		205.11000 (Cash)	\$19.67
217 - Streets - Gas Tax		217.11000 (Cash)	\$362.17
246 - Landscape Assessment		246.11000 (Cash)	\$68.41
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$317.93
420 - WATER		420.11000 (Cash)	\$53.79
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$66.80
426 - Transit - Fixed Route		426.11000 (Cash)	\$277.62
502 - Engineering		502.11000 (Cash)	\$14.79

109085 10/20/2016 Open Accounts Payable WELLNITZ, ROBERT Amount \$3,577.45

Invoice	Date	Description	Amount
3975	10/11/2016	3287 - ROBERT WELLNITZ TRUX 1040 ROOF REPAIR	\$3,577.45
Paying Fund		Cash Account	Amount
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$3,577.45

109086 10/20/2016 Open Accounts Payable WEST PUBLISHING CORPORATION Amount \$165.97

Invoice	Date	Description	Amount
834812465	10/18/2016	SEPTEMBER 2016	\$165.97
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$165.97

109087 10/20/2016 Open Accounts Payable WILLE ELECTRIC SUPPLY INC Amount \$4,103.49

Invoice	Date	Description	Amount
S1738571.001	10/10/2016	SOFTSTART FOR BIO-TOWER PUMPS	\$3,551.63
S1743200.001	10/10/2016	35 WATT LPS BULBS	\$551.86
Paying Fund		Cash Account	Amount

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

246 - Landscape Assessment \$551.86
 410 - WATER QUALITY CONTROL (WQC) \$3,551.63

Invoice	Date	Description	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	Amount
109088	10/20/2016	Open			\$346.00
250376	10/17/2016	2016-17 Policy Endorsement #1			\$346.00
		Cash Account			\$15.00
		205.11000 (Cash)			\$6.00
		217.11000 (Cash)			\$37.00
		246.11000 (Cash)			\$288.00
		256.11000 (Cash)			
109089	10/20/2016	Open	C.L.E.A.R.S., INC		\$400.00
TR4024RegKHines	10/18/2016	TR4024 Registration Fees for KHines for CLEARS Training			\$400.00
		Cash Account			\$400.00
		110.11000 (Cash)			
109090	10/20/2016	Open	CPRS DISTRICT 5		\$5.00
Registration Fee	10/17/2016	ROUNDTABLE LEARNING SPECIAL REGISTRATION FOR MIKE MURPHY			\$5.00
		Cash Account			\$5.00
		246.11000 (Cash)			
109091	10/20/2016	Open	Dhami, Jessie		\$48.00
TR 3984-Parking	10/12/2016	TR 3984-Parking Reimbursement			\$48.00
		Cash Account			\$48.00
		110.11000 (Cash)			
109092	10/20/2016	Open	Hines, Kelly		\$144.00
TR4024PerDiemKH	10/18/2016	TR4024 Per Diem for -CLEARS Conference Reno NV			\$144.00
		Cash Account			\$144.00
		110.11000 (Cash)			
109093	10/20/2016	Open	MAHMOOD, MUSTAFA		\$675.75
MTR# 14759393	09/28/2016	Hydrant Meter refund			\$675.75
		Cash Account			\$675.75
		420.11000 (Cash)			

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

Accounts Payable MENDEZ, YESICA \$130.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	A/C REFUND	10/18/2016	A/C REFUND	\$130.00
		Paying Fund		Cash Account	Amount
		110 - General Fund		110.11000 (Cash)	\$130.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	TPD #0116001976	10/18/2016	NON ASSET SEIZURE CASH REQUEST 0116001976	\$30,114.84
		Paying Fund		Cash Account	Amount
		110 - General Fund		110.11000 (Cash)	\$30,114.84

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	A/C REFUND	10/18/2016	A/C REFUND	\$18.00
		Paying Fund		Cash Account	Amount
		203 - Animal Fee Forfeiture		203.11000 (Cash)	\$18.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	Reimbursement	10/13/2016	REIMBURSEMENT FOR CODE SPECIALIST CERT	\$130.00
		Paying Fund		Cash Account	Amount
		405 - Building		405.11000 (Cash)	\$130.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	TR 4009-Advance	10/18/2016	TR4009-Per diem/mileage-Mayors Water Council Meeting	\$185.00
		Paying Fund		Cash Account	Amount
		110 - General Fund		110.11000 (Cash)	\$185.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	A/C REFUND	10/18/2016	A/C REFUND	\$18.00
		Paying Fund		Cash Account	Amount
		203 - Animal Fee Forfeiture		203.11000 (Cash)	\$18.00

10/20/2016	Open	Invoice	Date	Description	Amount
10/20/2016	Open	Tao 2016	10/18/2016	Massage Establishment Permit Reimbursement	\$364.00
		Paying Fund		Cash Account	Amount
		110 - General Fund		110.11000 (Cash)	\$364.00

Payment Register

From Payment Date: 10/14/2016 - To Payment Date: 10/20/2016

109101	10/20/2016	Open	Invoice	Date	Description	Accounts Payable	Youkhanekhoolan, Lenard, Etdavoud, Janin and	\$98.64
			1740 N.Highlands	10/14/2016	Reimb for FTHB loan payoff			\$98.64
			Paying Fund		Cash Account			Amount
			257 - State HOME Funds		257.11000 (Cash)			\$98.64

Type Check Totals: 113 Transactions \$555,781.94

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$555,781.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$555,781.94	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$555,781.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$555,781.94	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$555,781.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$555,781.94	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$555,781.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$555,781.94	\$0.00

NOVEMBER 8, 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 6:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Parks, Recreation and Public Facilities Director Allison Van Guilder provided information about the City of Turlock Maintenance Division Stretching Program and introduced Public Maintenance Supervisor Ray Garcia who recently received the Central San Joaquin Valley Risk Management Authority 2015-16 Safety Award for his efforts in carrying out the City’s program. Mr. Garcia spoke about the benefits of the program including camaraderie and reduced injuries.

Mayor Soiseth thanked Mr. Garcia for his hard work.

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

B. STAFF UPDATES

- 1. Development Services Director Mike Pitcock provided an update on the Public Transit Bus System in response to a public inquiry on October 26, 2016 from Turlock Citizen, James Pegueros, including condition and lifespan of existing fleet, upcoming transfer of two buses from Merced to Turlock, procurement opportunities and funding sources to assist with purchasing new/additional buses, and efforts to improve service and reliability.

Council and staff discussion included verification this information has been provided to Mr. Pegueros.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett provided information about upcoming events at the library including Saving While Shopping, National Bundt Cake Day, International Games Day, a parent workshop for hands-on literacy skills, and story time which will resume in January 2017. Ms. Bartlett also spoke about her recent attendance and positive experience at the Carnegie Arts Center Book Fair.

Joe Fox spoke about issues affecting the homeless including ticketing for camping, public storage of property, loitering, and feedings. Mr. Fox also provided a handout to the City Clerk and requested the information be distributed to Council.



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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

5. **CONSENT CALENDAR:**

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

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

- A. **Resolution No. 2016-270** 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 No. 2016-271** 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 No. 2016-272** 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 No. 2016-273** 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"
- 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



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6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS: None

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Dehart requested consideration of a bus route to the new bowling alley once opened. Mayor Soiseth directed City Manager Hampton to bring this matter back at a future meeting.

11. COUNCIL COMMENTS:

Councilmember DeHart spoke about his upcoming attendance at the League of California Cities Annual Conference and his role as Vice Chair on the Policy Committee Board.

Mayor Soiseth provided clarification regarding the necessity of tonight's meeting being held on Election Day, the Veterans Day Ceremony to be held on Friday, November 11, 2016 at Central Park, and complimented Councilmembers Nascimento and Bublak for their constructive and positive tones during the election.

12. CLOSED SESSION: None

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn the regular meeting at 6:22 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
Deputy City Clerk



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City Council Synopsis

November 15, 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:

Motion: Approving Contract Change Order No. 1 for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive," in the amount of \$62,518.04, bringing the contract total to \$301,318.04

Resolution: Re-Appropriating \$282,300 to account number 413-51-536.51162 "Countryside Storm Drain Line" to be funded from Fund 413 "Water Quality Control Capital Expansion" reserves for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On December 8, 2015, Council awarded a contract in the amount of \$238,800 to Breneman, Inc. of Walnut Creek, California for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive."

The contractor has completed the scope of work of the project, which includes repairing four (4) storm drain manholes in the vicinity of the Monte Vista Crossings shopping center. City staff seeks approval of Contract Change Order No. 1 in the amount of \$62,518.04 to compensate the contractor for additional work not included in the original contract as explained in the numbered list that follows.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 238,800.00	December 8, 2015
Change Order No. 1	\$ 62,518.04	November 15, 2016
Adjusted Total Contract	\$ 301,318.04	

OK for Agenda
Jim H. R. H.

Change Order No. 1 consists of the following items:

1. Caltrans Encroachment Permit (\$895)

An encroachment permit was obtained from Caltrans to place signs in the State right of way under the freeway overpass on Monte Vista Avenue per the prescribed minimum spacing in accordance with the California Manual on Uniform Traffic Control Devices. The cost of this change order item includes the permit fee as well as labor to supply the completed permit application and attachments.

2. Asphalt Supply for Monte Vista railroad crossing (\$3,676.07)

The contractor arranged for the purchase and delivery of thirty seven (37) tons of hot mix asphalt for placement by City crews as a result of the Union Pacific Railroad removing and replacing concrete panels at the railroad crossing of Monte Vista Avenue. The adjustments to the railroad were not associated with this project, though the contractor was called upon to provide the needed services as they were working in the vicinity of this railroad crossing and City crews did not have the manpower and equipment to arrange for the delivery of asphalt directly. The cost of this item will be charged to account number 217-50-511.51270 "Gas Tax Section 2103 Construction Project" which is where the balance of the costs associated with this work have been charged.

3. SDMH-9 top end improvements (\$1,800)

The original contract work did not include work at Storm Drain Manhole No. 9 (SDMH-9), as its condition was found to be satisfactory during a review of the City's closed circuit television study. The contractor removed the cover of this manhole in order to provide temporary bypass pumping and it was noted that the manhole did not have a concrete collar or a cover and frame consistent with City standards. This change order item included the installation of grade rings, frame, cover, and concrete collar consistent with City Specifications.

4. SDMH-10 extra work (\$4,533.22)

This change order item modifies the materials used in the stacking of Storm Drain Manhole No. 10 (SDMH-10) in order to fit the existing precast concrete base structure to proposed precast barrels due to variances in manufacturer details, assure that pipe penetrations do not intersect the manhole cone, which can lead to cracking and failure of the cone, and compensate the contractor for additional labor, equipment, and materials for restoring the surface and paving in order to match the existing street section and repair all pavement cracking in the vicinity of the manhole due to settlement caused by the manhole's failure.

5. SDMH-11 extra work (\$485.46)

This change order item modifies the materials used in the stacking of Storm Drain Manhole No. 11 (SDMH-11) in order to fit the existing precast concrete base structure to proposed precast barrels due to variances in manufacturer details.

6. SDMH-8 extra work (\$90,753.80)

City staff and the design consultant reviewed the condition of the interior of the storm drain manholes and connecting storm drain pipe from closed circuit television video (CCTV) recorded in 2011. The CCTV review revealed that, while the connection of various lateral pipes to manholes had failed, no penetrations of the lower forty two (42) inch diameter trunk line had failed, though considerable stress buckling and cracking was noted in various locations along the trunk line. The original project scope includes repair of each manhole and connection to storm drain pipe laterals, leaving the manhole base and lower forty two (42) inch diameter trunk line untouched. On August 1, 2016, the contractor completed excavation of Storm Drain Manhole No. 8 (SDMH-8) and removed the stacked manhole barrels at this manhole, located just south of the intersection of Monte Vista Avenue and Countryside Drive. The contractor and City staff observed considerable failures of the forty two (42) inch trunk line penetrations both to the north and south of the manhole which consisted of an approximate four (4) inch vertical offset at both penetrations and severe cracking at the twelve (12) o'clock position of the pipe. Several inches of soil had built up within the pipe and had been washed downstream in the storm drain system as a result of the intrusion of soil through the cracks, which attributed to settlement of the roadway above. In order to prevent further soil intrusion and settlement of the road, it was decided that the manhole should be rebuilt completely. This change order item increased the scope of work to include removal of the manhole base, removal of eight (8) feet of forty two (42) inch diameter pipe both to the north and the south of the manhole, installation of a new precast concrete manhole base, installation of new forty two (42) inch reinforced concrete pipe and concrete collars to connect pipe materials to the new manhole base, as well as additional excavation, trench safety equipment, traffic control, soil compaction, aggregate road base, paving, concrete curb and restoration of landscaping. The excavation grew to almost double the size of that required by the original contract in order to install the lower forty two (42) inch diameter trunk line, as pockets of voids were encountered and caused material to slough off the trench walls. Extra work on this item occurred from August 1, 2016 through September 6, 2016. In accordance with the Agreement, the Force Account method was used to track actual labor, equipment, and material costs used in the course of the extra work when there is not an established bid item for the extra work and when both parties cannot agree to a lump sum cost before the work commences.

7. SDMH-4 changes (-\$4,625.51)

The original scope of work required the Contractor to remove and replace existing sixty (60) inch diameter risers with new materials and install new pipe at Storm Drain Manhole No. 4 (SDMH-4), similar to other manholes on this project. It was discovered that the manhole diameter is actually forty eight (48) inches rather than sixty (60) inches. Additionally, the contractor was able to repair the manhole without removing the cone and barrel. The materials savings and decreased repair effort result in a credit to the contract.

8. Final quantities adjustment (-\$35,000)

The original scope of work included two (2) bid items that were ultimately not needed to accomplish the work. The final quantities adjustment deletes the following bid items from the contract price.

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
5	Bypass pumping	LS	1	\$20,000.00	\$20,000.00
7	Dewatering	LS	1	\$15,000.00	\$15,000.00

All work has been completed on this project, however, the City Council is not requested to approve the Notice of Completion at this time because there is the potential that a future change order may be needed to assess liquidated damages, as the amount of liquidated damages calculated by City staff exceeds the cumulative total amount retained from progress payments to the contractor. The contractor is disputing the assessment of liquidated damages and is working on a written explanation as to why they maintain that liquidated damages should not be assessed. City staff will seek Council's approval of a Notice of Completion at a later date when discussions related to liquidated damages and the cost of any future change order involving assessment of liquidated damages are completed.

3. BASIS FOR RECOMMENDATION:

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B. The change order work was necessary to modify the scope of work to repair storm drain manholes to an acceptable level based on actual conditions encountered in the field.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

- 3. Residents, businesses and visitors rely on:
 - c. Quality and well-functioning storm water systems that comply with state requirements

Action Item:

- 5. Maintain adequate storm drain and sewer capacity and comply with statewide permits for municipal sewer and storm drain systems.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this project was not carried forward from the previous Fiscal Year into the 2016-17 budget. Of the original \$500,000 budget for this project, approximately \$403,795 was unexpended as of June 30, 2016. At this time, staff requests re-appropriation of \$282,300 of this unexpended amount to account number 413-51-536.51162 "Countryside Storm Drain Line" to provide sufficient funding in 2016-17 to complete the project.

Construction Engineering from 7/1/16 to 10/12/16	\$ 21,775.68
Estimated construction engineering from 10/13/16 to end	\$ 2,500.00
Encroachment permit	\$ 1,159.55
Materials Testing	\$ 5,312.50
Original Construction Contract	\$ 238,800.00
Contract Change Order No. 1	\$ 62,518.04
Less: construction contractor payments in FY 15-16	- \$ (46,098.75)
<u>Less: amount charged to acct # 217-50-511.51270</u>	<u>- \$ (3,676.07)</u>
Total amount	<u>\$ 282,290.95</u>
 Appropriation needed (rounded)	 <u>\$ 282,300.00</u>

The contractor has completed the scope of work of the project. No further budget appropriations will be needed. City staff will seek the Council's approval of a Notice of Completion at a later date when construction closeout procedures are complete.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

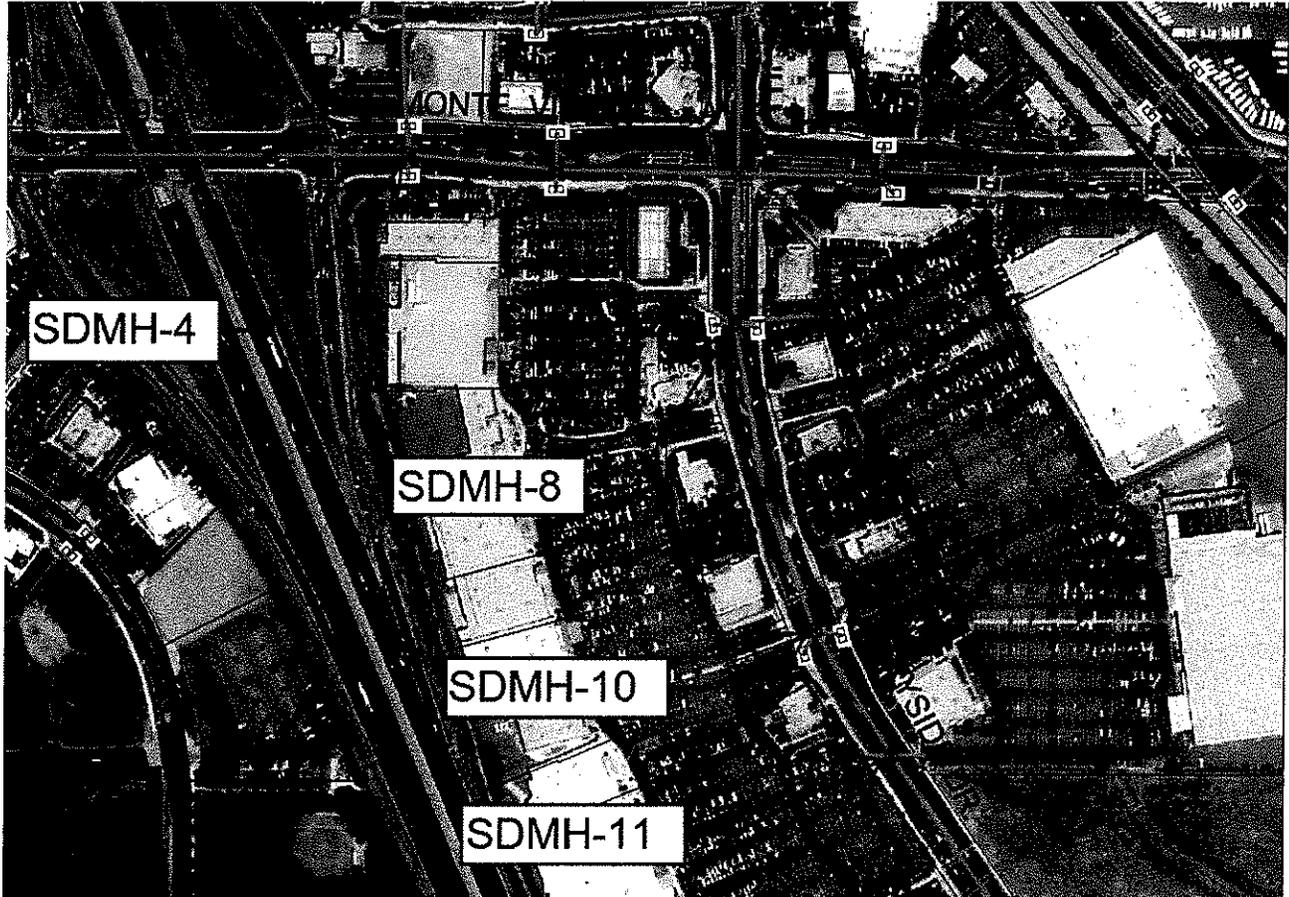
6. ENVIRONMENTAL DETERMINATION:

On July 12, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

- A. Deny the Change Order. This option is not recommended as the extra work was necessary to modify the scope of work to repair storm drain manholes to an acceptable level based on actual conditions encountered in the field.
- B. Not approve the re-appropriation of \$283,200 to the project account number. This option is not recommended as funding was not carried into the current fiscal year budget and the transfer is necessary to compensate the contractor for work completed in accordance with City Standards.

City Project No. 14-24
Storm Drain Repairs on Countryside Drive





CONTRACT CHANGE ORDER

Date issued: November 15, 2016	Change Order No.: 1	
Project Name: Storm Drain Repairs on Countryside Drive		
 Breneman, Inc. P.O. Box 1055 Concord, CA 94522 925-457-2026	Project No.: 14-24 Original Contract For: \$238,800.00 Contract Award Date: December 8, 2015	

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
1.1	Caltrans Encroachment Permit	LS	1	\$895.00	\$895.00
1.2	Asphalt supply for Monte Vista railroad crossing	LS	1	\$3,676.07	\$3,676.07
1.3	SDMH-9 top end improvements	LS	1	\$1,800.00	\$1,800.00
1.4	SDMH-10 extra work	LS	1	\$4,533.22	\$4,533.22
1.5	SDMH-11 extra work	LS	1	\$485.46	\$485.46
1.6	SDMH-8 extra work	LS	1	\$90,753.80	\$90,753.80
1.7	SDMH-4 changes	LS	1	(\$4,625.51)	(\$4,625.51)
	Actual Amount Paid to Contractor for Bid Items (See Attached Final Quantities)			\$203,800.00	
	Contractor's Bid Amount for Bid Items			\$238,800.00	
					(\$35,000.00)
Total this CCO=					\$62,518.04
The original contract sum =					\$238,800.00
Net change by previous change orders =					\$0.00
The contract sum will be (increased) by this Change Order =					\$62,518.04
The new contract sum including this change order will be =					\$301,318.04
The contract time is increased 22 working days with this change order					

Accepted: _____
Breneman, Inc.

Date: _____

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

Date: _____

Approved: _____
Gary R. Hampton, City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Storm Drain Repairs on Countryside Drive

Project No. 14-24

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>Bid Amount</i>	<i>Total Difference</i>
1	Mobilization and Demobilization*	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
2	Remove Existing Improvements	LS	\$4,800.00	1.00	\$4,800.00	1.00	\$4,800.00	\$0.00
3	Construction Project Sign	EA	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
4	Erosion Control	LS	\$6,500.00	1.00	\$6,500.00	1.00	\$6,500.00	\$0.00
5	Bypass pumping	LS	\$20,000.00	0.00	\$0.00	1.00	\$20,000.00	(\$20,000.00)
6	Traffic Control System	LS	\$22,000.00	1.00	\$22,000.00	1.00	\$22,000.00	\$0.00
7	Dewatering	LS	\$15,000.00	0.00	\$0.00	1.00	\$15,000.00	(\$15,000.00)
8	Earthwork	LS	\$22,000.00	1.00	\$22,000.00	1.00	\$22,000.00	\$0.00
9	Shoring	LS	\$29,000.00	1.00	\$29,000.00	1.00	\$29,000.00	\$0.00
10	Storm Drain Manhole (60") Re-Construction (SDMH-8)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
11	Storm Drain Manhole (60") Re-Construction (SDMH-10)	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
12	Storm Drain Manhole (60") Re-Construction (SDMH-11)	LS	\$28,000.00	1.00	\$28,000.00	1.00	\$28,000.00	\$0.00
A2	Storm Drain Manhole (60") Re-Construction (SDMH-4)	LS	\$21,000.00	1.00	\$21,000.00	1.00	\$21,000.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$203,800.00		\$238,800.00	(\$35,000.00)
CO #	CHANGE ORDERS							
1.1	Caltrans Encroachment Permit	LS	\$895.00	1.00	\$895.00	0.00	\$0.00	\$895.00
1.2	Asphalt supply for Monte Vista railroad crossing	LS	\$3,676.07	1.00	\$3,676.07	0.00	\$0.00	\$3,676.07
1.3	SDMH-9 top end improvements	LS	\$1,800.00	1.00	\$1,800.00	0.00	\$0.00	\$1,800.00
1.4	SDMH-10 extra work	LS	\$4,533.22	1.00	\$4,533.22	0.00	\$0.00	\$4,533.22
1.5	SDMH-11 extra work	LS	\$485.46	1.00	\$485.46	0.00	\$0.00	\$485.46
1.6	SDMH-8 extra work	LS	\$90,753.80	1.00	\$90,753.80	0.00	\$0.00	\$90,753.80
1.7	SDMH-4 changes	LS	(\$4,625.51)	1.00	(\$4,625.51)	0.00	\$0.00	(\$4,625.51)
SUB-TOTAL CHANGE ORDER ITEMS =					\$97,518.04		\$0.00	\$97,518.04
TOTAL PROJECT =					\$301,318.04		\$238,800.00	\$62,518.04

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }
\$282,300 TO ACCOUNT NUMBER }
413-51-536.51162 "COUNTRYSIDE STORM }
DRAIN LINE" TO BE FUNDED FROM FUND }
413 "WATER QUALITY CONTROL CAPITAL }
EXPANSION" RESERVES FOR CITY }
PROJECT NO. 14-24 "STORM DRAIN }
REPAIRS ON COUNTRYSIDE DRIVE" TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THIS PROJECT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, by separate action on November 15, 2016, the City Council approved Contract Change Order No. 1 in the amount of \$62,518.04; and

WHEREAS, \$3,676.07 of the above change order is related to City Project No. 16-67 "UPRR and Monte Vista" and will be charged to account number 217-50-511.51270 "Gas Tax Section 2103 Construction Project"; and

WHEREAS, the total Fiscal Year 2016-17 costs for this project are estimated to be \$282,291; and

WHEREAS, the contractor has completed the scope of work of the project and no additional appropriations will be necessary; and

WHEREAS, funding for this project was not included in the approved Fiscal Year 2016-17 budget; therefore, approximately \$403,795 in funds appropriated in Fiscal Year 2015-16 are unexpended as of June 30, 2016 and are available for carryover to Fiscal Year 2016-17 to fund the projected project costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$282,300 to account number 413-51-536.51162 "Countryside Storm Drain Line" to be funded from Fund 413 "Water Quality Control Capital Expansion" reserves for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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 15, 2016



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

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Sections 15183 (Projects Consistent with a Community Plan or Zoning) and 15302 (Replacement or Reconstruction) of the CEQA Guidelines

Motion: Approving the advertisement for construction bids for City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road"

2. DISCUSSION OF ISSUE:

The intersection of Fulkerth Road and Golden State Boulevard has been an important and highly traveled intersection in the City of Turlock for many years. The existing traffic signal equipment and paving materials deteriorate with the passage of time, therefore City staff has applied for federal funding to replace aging infrastructure as well as incorporate other improvements to improve safety and accessibility to bikes and persons with disabilities. This project will replace aging traffic signal equipment and pavement infrastructure, add dual left turn lanes to all four approaches to the intersection, and add the following accessibility and safety improvements: add sidewalk and access ramps to all four quadrants of the intersection, accessible pedestrian signal facilities that allow persons with disabilities to locate the correct pedestrian push button and notify them when it is safe to cross the street, dedicated bike lanes on all four legs of the intersection, improved intersection lighting in accordance with industry guidelines, construction of a raised concrete median west of the intersection to prevent traffic from making an error when analyzing traffic gaps in two directions, and improved intersection geometry to accommodate the turning radius of a sixty five foot (65') long truck on Fulkerth Road and Golden State Boulevard. The project also includes significant work by the Union Pacific Railroad.

OK for Agenda

Paul G. E.H.

to install new concrete panels for a widened track crossing, flashing light and gate assemblies, and providing advance preemption timing to provide additional time for the traffic signal controller to allow vehicles to completely clear the tracks before railroad gates are lowered in advance of approaching trains. The project is ready to advertise for construction bids upon approval of the City Council.

The anticipated bidding and award timeline is as follows:

November 15, 2016	Council authorizes advertisement for public bid
November 23, 2016	Project is advertised
December 22, 2016	Construction bids due
January 24, 2017	Council requested to award bid

The project has received a categorical exclusion through the National Environmental Policy Act (NEPA) process after completing a number of technical studies required by Caltrans, specifically a construction noise memorandum, a Phase 1 Initial Site Assessment, and studies investigating historical, archaeological, and cultural significance of the project area.

3. BASIS FOR RECOMMENDATION:

- A. Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated over one million dollars.
- B. CEQA requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

- 4. Transportation infrastructure that serves the needs of the community:

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed in the table below:

Estimated Total Amount	Estimated Contractor Bid Cost	Construction Contingency	Construction Engineering	Preliminary Engineering (City staff and consultants)	Property Acquisition	Estimated Union Pacific Railroad costs
\$3,817,797	\$1,922,049	\$192,205	\$150,000	\$229,711	\$18,000	\$1,305,832

The cost for Union Pacific Railroad listed in the table above is based on estimates received in July 2016. Union Pacific Railroad's costs will be formalized in a

construction and maintenance agreement to be brought before Council for approval at a future date once the railroad finalizes the agreement.

Funding for this project is anticipated to be from Federal Congestion Mitigation and Air Quality (CMAQ) funds and local funding as follows:

Federal CMAQ	\$ 2,396,478
Section 2101 Gas Tax	\$ 821,319
<u>CFF Development Fees</u>	<u>\$ 600,000</u>
Total Estimated Construction Cost	\$ 3,817,797

CMAQ funds are available upon the City seeking reimbursement through the federal invoice process. Initial funding for City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road" is available within account number 215-40-420.51210 "Federal Street Projects" in the adopted 2016-17 budget.

Budget transfers to allocate the needed local match funding will be made at the time of the award of bid when the actual construction bid cost is known.

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

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Section 15183 (Projects Consistent with a Community Plan or Zoning) of the CEQA Guidelines exempts projects consistent with existing general plan policies and do not require additional environmental review beyond the Environmental Impact Report (EIR) that was certified for the General Plan, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. An EIR was prepared for the General Plan and this project is consistent with the General Plan. A Phase 1 Environmental Site Assessment was completed as part of the NEPA environmental review process and found that no evidence of recognized environmental conditions or significant environmental concerns.

Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as that which was replaced and will have substantially the same purpose and capacity. This project replaces an existing signalized intersection with a new traffic signal and transportation infrastructure located on the same site and

substantially the same purpose. An approximate 10% increase in area will be added to widen the crossing of the railroad tracks and widen edges of the existing roadway to provide bike lanes, sidewalk, and increased area for vehicles turning right.

7. ALTERNATIVES:

- A. Not authorize City staff to advertise the project. This is not recommended because the project is needed and funding is available.
- B. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA.

CITY PROJECT NO. 14-28

INTERSECTION IMPROVEMENTS AT GOLDEN STATE BOULEVARD AND FULKERTH ROAD



FILING REQUESTED BY:
CITY OF TURLOCK

When Filed Mail to:
City of Turlock
Development Services, Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380

November 16, 2016

**CITY OF TURLOCK
NOTICE OF EXEMPTION**

To: Office of Planning and Research
P. O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of Stanislaus
P. O. Box 1670
Modesto, CA 95354

From: City of Turlock
156 S. Broadway Ste 120
Turlock, CA 95380
Tel: (209) 668-5640

PROJECT TITLE: Intersection Improvements at Golden State Boulevard and Fulkerth Road,
Project No. 14-28

PROJECT APPLICANT: City of Turlock

PROJECT LOCATION- SPECIFIC: Intersection of N. Golden State Boulevard and Fulkerth Road

PROJECT LOCATION – CITY: City Of Turlock **PROJECT LOCATION – COUNTY:** Stanislaus County

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: The project involves the removal of existing traffic signal equipment, pavement restoration, widening of the railroad crossing, all new traffic signal equipment, roadway lighting, road widening to provide dedicated bike lanes and sidewalks, and accessible pedestrian facilities.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Turlock

PROJECT APPROVAL DATE: November 15, 2016

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Turlock

EXEMPT STATUS:

- Ministerial (Section 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15629(b)(c))
- Categorical Exemption. State type and section number: 15183 [Projects Consistent with a

Community Plan or Zoning] or 15302 [Replacement or Reconstruction]
_____ Statutory Exemptions. State code number: _____

REASON WHY PROJECT IS EXEMPT: Section 15183 (Projects Consistent with a Community Plan or Zoning) of the CEQA Guidelines exempts projects consistent with existing general plan policies and do not require additional environmental review beyond the Environmental Impact Report (EIR) that was certified for the General Plan, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. An EIR was prepared for the General Plan and this project is consistent with the General Plan. A Phase 1 Environmental Site Assessment was completed as part of the National Environmental Policy Act (NEPA) environmental review process and found that no evidence of recognized environmental conditions or significant environmental concerns.

Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as that which was replaced and will have substantially the same purpose and capacity. This project replaces an existing signalized intersection with a new traffic signal and transportation infrastructure located on the same site and substantially the same purpose.

LEAD AGENCY

Contact Person: Stephen Fremming Area Code/Telephone/Extension: (209) 668-5417

If filed by applicant:

- 1. Attach certified document of exemption finding
- 2. Has a Notice of Exemption been filed by the public agency approving the project? yes no

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Date received for filing at OPR: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY }
PROJECT NO. 14-28 "INTERSECTION }
IMPROVEMENTS AT GOLDEN STATE }
BOULEVARD AND FULKERTH ROAD" IS }
EXEMPT FROM THE PROVISIONS OF THE }
CALIFORNIA ENVIRONMENTAL QUALITY ACT }
(CEQA) IN ACCORDANCE WITH SECTIONS }
15183 (PROJECTS CONSISTENT WITH A }
COMMUNITY PLAN OR ZONING) AND 15302 }
(REPLACEMENT OR RECONSTRUCTION) OF }
THE CEQA GUIDELINES }

RESOLUTION NO. 2016-

WHEREAS, the subject project involves removal of existing traffic signal equipment, installation of new traffic signal poles and mast arms, traffic signal equipment, pavement restoration, minor road widening to provide dedicated bike lanes and accessible sidewalks and curb ramps; and

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, Section 15183 (Projects Consistent with a Community Plan or Zoning) of the CEQA Guidelines state that projects consistent with existing general plan policies do not require additional environmental review beyond the Environmental Impact Report (EIR) that was certified for the General Plan, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site; and

WHEREAS, the subject project is consistent with the existing General Plan policies; and

WHEREAS, a Phase 1 Environmental Site Assessment was completed as part of the National Environmental Policy Act (NEPA) environmental review process and found no evidence of recognized or significant environmental conditions; and

WHEREAS, Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as that which was replaced and will have substantially the same purpose and capacity; and

WHEREAS, this project replaces an existing signalized intersection with a new traffic signal and transportation infrastructure located on the same site and has substantially the same purpose as the facility being replaced.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Sections 15183 and 15302 of the CEQA Guidelines.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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



City Council Synopsis

November 15, 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:

Motion: Approving Contract Change Order No. 2, in the amount of \$6,141.83, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue," bringing the contract total to \$701,271.70

2. DISCUSSION OF ISSUE:

On May 24, 2016, Council awarded a contract in the amount of \$689,412.28 to Taylor Backhoe Service, Inc. of Merced, California, for City Project No. 14-29 "Water Line Replacement on Palm Street and Mitchell Avenue."

City staff seeks approval of Contract Change Order No. 2 in the amount of \$6,141.83 to compensate the contractor for additional work not included in the original contract as explained in the numbered list that follows. The cost of each of the following change order items was determined using the Force Account method. Force Account is a method of determining compensation for work completed outside of the original scope of work by the contractor. In accordance with the Agreement, the Force Account method is used when there is not an established bid item for the extra work and when both parties cannot agree to a lump sum cost before the work commences.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 689,412.28	May 24, 2016
Change Order No. 1	\$ 5,717.59	October 25, 2016
Change Order No. 2	\$ 6,141.83	November 15, 2016
Adjusted Total Contract	\$ 701,271.70	

OK for Agenda
RM A.2A

Change Order No. 2 consists of the following:

1. Additional demolition of alley approach between Thor and Palm (\$485.16)

In order to provide greater clearance between existing buried facilities, an existing power pole, and the new water main that connects water service to the alley between Thor Avenue and N. Palm Street near Mitchell Avenue, the change order for additional demolition of the concrete alley approach was required. The installation of additional concrete is an existing bid item and will be paid with a quantity adjustment in the final change order.

2. Unmarked concrete pipe demolition (\$465.69)

An unmarked concrete pipe was encountered while installing new water main pipe. This change order item compensates the contractor for removing the concrete pipe in order to continue installation of water main pipe.

3. Storm drain and gas line conflicts at Palm/Wolfe hydrant run (\$1,773.05)

While installing the pipe for a fire hydrant run on the southeast corner of North Palm Street and Wolfe Avenue, an unmarked existing storm drain line and gas line created a conflict in the proposed vertical alignment of the hydrant run. The extra work associated with this item includes demobilization, elbow fittings and pipe restraint materials, mobilization, and additional excavation and backfill of native soil to dip under the existing utilities.

4. Clean up and delay due to unmarked water service struck 8/23/16 (\$2,747.73)

During excavation, an unmarked one (1) inch diameter water service was struck, flooding the excavation. This change order item compensates the contractor for idle labor and equipment while City crews repaired the leak and for the contractor's effort to maintain traffic control and remove mud and replace it with suitable backfill material.

5. Existing concrete removal adjacent to ramps D and E to correct cross slopes (\$670.20)

The top of access ramps where existing meets proposed construction exceeds the maximum allowable cross slope at these two ramps. Additional concrete sidewalk must be removed to transition the cross slope such that it does not exceed the maximum allowable cross slope. This change order item includes additional concrete sawcutting and removal of existing concrete sidewalk. The installation of additional concrete is an existing bid item and will be paid with a quantity adjustment in the final change order.

3. BASIS FOR RECOMMENDATION:

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B. The additional work is needed due to conditions encountered during excavation of the trench for the new water main and service laterals.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4 Municipal Infrastructure

General Principles:

- 3. Residents, businesses and visitors rely on:
 - a. High quality and adequate drinking water.
- 4. Transportation infrastructure that serves the needs of the community:
 - a. Well maintained local streets and roads.
- 8. Ensure the safety and accessibility of the public sidewalk system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The cost of this extra work is covered by the construction contingency set in the project account number 420-52-551.51303 "Palm & Mitchell-Replace Steel with C-900." No additional funding is needed at this time.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On May 24, 2016, Council made the determination this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines. This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

- A. Deny Change Order No. 2. Staff does not recommend this alternative as the work was needed due to unforeseen conditions encountered during excavation of the trench for the new water main and service laterals.

CITY PROJECT NO. 14-29

WATER LINE REPLACEMENT ON PALM STREET AND MITCHELL AVENUE



The project location is shaded.



CONTRACT CHANGE ORDER

Date issued: November 15, 2016 **Change Order No.:** 2
Project Name: Water Line Replacement on Palm Street and Mitchell Avenue

Taylor Backhoe Service, Inc.
 1600 Falcon Way
 Merced, CA 95341
 209-384-8424

Project No.: 14-29
Original Contract Amount: \$689,412.28
Contract Award Date: May 24, 2016

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

ITEM	Description	Unit:	Quantity:	Unit Price:	Total:
2.1	Additional demolition of alley approach between Thor and Palm	LS	1	\$ 485.16	\$ 485.16
2.2	Unmarked concrete pipe demolition	LS	1	\$ 465.69	\$ 465.69
2.3	Storm drain and gas line conflicts at Palm/Wolfe hydrant run	LS	1	\$ 1,773.05	\$ 1,773.05
2.4	Clean up and delay due to unmarked water service struck 8/23/16	LS	1	\$ 2,747.73	\$ 2,747.73
2.5	Existing concrete removal adjacent to ramps D and E to correct cross slopes	LS	1	\$ 670.20	\$ 670.20
Total this CCO=					\$6,141.83
The original contract sum =					\$689,412.28
Net change by previous change orders =					\$5,717.59
The contract sum will be increased by this Change Order =					\$6,141.83
The new contract sum including this change order will be =					\$701,271.70
The contract time will be increased by twenty one (21) working days with this Contract Change Order.					

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Gary R. Hampton, City Manager

Date: _____

City Council Synopsis

November 15, 2016



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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 (Final), in the amount of \$8,623.05 (Fund 228), for City Project No. 15-28 "Brandon Koch Memorial Skatepark," bringing the contract total to \$269,393.05

Resolution: Re-Appropriating \$34,475 to account number 228-60-608.51178 "Neighborhood Parks – Skate Park Relocation" to be funded from Fund 228 "Park Development Tax-Community Parks" reserves for City Project No. 15-28 "Brandon Koch Memorial Skatepark" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

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

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

On August 11, 2015, Turlock City Council made the determination the funding offered for the existing skate park was adequate compensation for the construction of this new skate park and awarded the construction contract to California Landscape and Design, Inc.

OK for Agenda

Jim M. 11/15/16

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$259,000	September 8, 2015
Change Order No. 1	\$1,770	March 1, 2016
Change Order No. 2 (Final)	\$8,623.05	November 15, 2016
Adjusted Contract Total	\$269,393.05	

During construction, staff identified some items that needed to be either added to the scope of work or changed as a result of the actual field conditions. Staff directed the contractor to perform additional work as identified below. Staff seeks Council approval of Contract Change Order No. 2 (Final) in the amount of \$8,623.05 to compensate the contractor for the work order to be performed.

Change order No. 2 (Final) consists of the following two separate items:

1. Additional concrete curb and gutter (\$2,360)

The original scope of the project did not include any adjustment to the existing curb and gutter at the proposed site (Donnelly Park). It became apparent during construction the curb and gutter directly adjacent to the start of the skate park was deficient. The plans called for the skate park to align and meet grades with the deficient curb and gutter. In order to ensure the skate park was installed in the best manner in regards to matching existing grades, the contractor was directed to remove and replace approximately 15 linear feet of curb and gutter.

2. Storm Drain and New Swales (\$6,263.05)

Nearing completion of the skate park, it was noted the location of skate park impeded the natural flow of a portion of the grass area to Donnelly Lake. Rather than allowing the water to flow across the surface of a portion of the new skate park, the contractor was directed to install a small storm drain system. The system consisted of one (1) catch basin to collect the water on the north side of the skate park, approximately sixty (60) linear feet of storm drain pipe to transfer the water under the skate park and one (1) storm drain outlet to allow the storm water to flow naturally into Donnelly Lake. This storm drain improvement, coupled with some additional grading will prevent localized flooding from storm events.

3. BASIS FOR RECOMMENDATION:

- A. All changes have been installed in accordance with the Contract Documents and in accordance with the Standard Specifications and Drawings and as directed by the City Engineer.
- B. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

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

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Staff anticipated this project would be completed in Fiscal Year 2015-16 and did not budget for the project in Fiscal Year 2016-17. Construction of the skate park continued into Fiscal Year 2016-17 and is now complete. Of the original \$359,400 appropriated for the project, approximately \$34,475 was unexpended as of June 30, 2016. Staff requests the carryover of these unexpended funds to Fiscal Year 2016-17 to account number 228-60-608.51178 "Neighborhood Parks – Skate Park Relocation."

Staff has conferred with the City's Finance Division with the preparation of this report.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

On August 11, 2015, Council made the determination that this project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion or Small Structures). This current action by Council does not modify the original CEQA finding and therefore no determination is needed.

7. ALTERNATIVES:

- A. Deny the Change Order. This option is not recommended by City staff because the extra work was needed as the existing improvements and drainage pattern were not anticipated on the plans.
- B. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. This option is not recommended by staff as the work has been completed and recording a Notice of Completion reduces the statutory time allowed for filing stop notices and claims.

CITY OF TURLOCK

FINAL QUANTITIES
 Brandon Koch Memorial Skatepark

Project No. 15-28

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Brandon Koch Memorial Skatepark	LS	\$243,000.00	1.00	\$243,000.00	1.00	\$243,000.00	\$0.00
	Alternate 1	LS	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00	\$0.00
	Alternate 2	LS	\$10,500.00	1.00	\$10,500.00	1.00	\$10,500.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$259,000.00		\$259,000.00	\$0.00
C.O. #	CHANGE ORDERS							
1	Replace Steel Materials	LS	\$1,770.00	1	\$1,770.00	0	\$0.00	\$1,770.00
	CONTRACT CHANGE ORDER NO. 2							
1	Additional Concrete Curb and Gutter	LS	\$2,360.00	1	\$2,360.00	0	\$0.00	\$2,360.00
2	Storm Drain and New Swales	LS	\$6,263.05	1	\$6,263.05	0	\$0.00	\$6,263.05
	SUB-TOTAL CHANGE ORDER ITEMS =				\$10,393.05		\$0.00	\$10,393.05
	TOTAL PROJECT =				\$269,393.05		\$259,000.00	\$10,393.05



CONTRACT CHANGE ORDER

Date issued: 15-Nov-16 Change Order No.: 2 (FINAL)
 Project Name: Brandon Koch Memorial Skatepark

California Landscape and Design
 273 N. Benson Ave.
 Upland, CA 91786

Project No.: 15-28
 Contract For: \$259,000.00
 Contract Award Date: August 11, 2015

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	\$259,000.00
Contractor's Bid Amount for Bid Items	--	--	--	\$259,000.00
Subtotal of Difference				\$0.00
1. Additional Concrete Curb and Gutter	LS	1	\$2,360.00	\$2,360.00
2. Storm Drain and New Swales	LS	1	\$6,263.05	\$6,263.05
Total this CCO=				\$8,623.05

The original contract sum =	\$259,000.00
Net change by previous change orders =	\$1,770.00
The contract amount will be increased in the amount of =	\$8,623.05
The new contract sum including this change order will be =	\$269,393.05
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.	

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Gary R. Hampton, City Manager

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING } RESOLUTION NO. 2016-
\$34,475 TO ACCOUNT NUMBER }
228-60-608.51178 "NEIGHBORHOOD }
PARKS – SKATE PARK RELOCATION" TO }
BE FUNDED FROM FUND 228 "PARK }
DEVELOPMENT TAX-COMMUNITY PARKS" }
RESERVES FOR CITY PROJECT NO. }
15-28 "BRANDON KOCH MEMORIAL }
SKATEPARK" TO COMPLETE THE }
NECESSARY FUNDING REQUIRED FOR }
THIS PROJECT }
_____ }

WHEREAS, this project was originally budgeted in Fiscal Year 2015-16, however due to delays in construction, completion was delayed; and

WHEREAS, staff anticipated this project would be completed in Fiscal Year 2015-16 and did not budget for it in Fiscal Year 2016-17; and

WHEREAS, construction of this project is now complete; and

WHEREAS, approximately \$34,475 of the original \$359,400 budgeted in Fiscal Year 2015-16 was unexpended as of June 30, 2016 and available for carryover to Fiscal Year 2016-17.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$34,475 to account number 228-60-608.51178 "Neighborhood Parks – Skate Park Relocation" to be funded from Fund 228 "Park Development Tax-Community Parks" reserves for City Project No. 15-28 "Brandon Koch Memorial Skatepark" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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

September 27, 2016



56



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the annual City of Turlock Turkey Trot Fun Run event utilizing the public right-of-way (sidewalks) at Donnelly Park, hosted by the City of Turlock, on Saturday, November 19, 2016 from 9:00 a.m. to 11:00 a.m.

Resolution: Authorizing the City Manager to approve any future Special Event Permit for the annual City of Turlock Turkey Trot Fun Run hosted by the City of Turlock, held on the Saturday before Thanksgiving at specified times

2. DISCUSSION OF ISSUE:

The 42nd Annual City of Turlock Turkey Trot Fun Run is proposed to take place on November 19, 2016 from 9:00 a.m. to 11:00 a.m. This event will be completely contained within Donnelly Park.

Moving forward, staff is requesting the City Manager be authorized to approve any future Special Event Permit for the annual City of Turlock Turkey Trot Fun Run, to take place on the Saturday before Thanksgiving each year.

City of Turlock Special Event committee has reviewed this application, and will be coordinating all aspects of this event.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #5: Economic Development

General Principles:

5. Promote and support tourism.

OK for Agenda
[Signature]

Action Item:

3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	<input type="checkbox"/>
Category 2	<input type="checkbox"/>
Category 3	<input type="checkbox"/>
Will alcohol be served?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

How often will your event occur?	
One Time	<input type="checkbox"/>
Annually	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Frequency of event?	_____

City Personnel Use Only	
Event #:	
Date Received: 9/2/16	
Date Approved:	
Permit Fee:	
Alcohol Fee:	
Late Fee:	
Payment Date:	

Applicant Information

Applicant/Contact Name: Amber Traini

Contact Phone: 209.668.6009 Alternate Phone: _____

Address: 144 S. Broadway

City: Turlock Zip: 95380

E-mail Address: atraini@turlock.ca.us

Business/Organization Information (if applicable)

Organization Name: City of Turlock

If Non-Profit please provide Federal ID #: _____ (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: Turkey Trot

Event Location: Donnelly Park

Event Date(s): 11/19/16

On-Site Contact: Mark Crivelli

Phone #: 209.652.4421 Secondary Phone #: _____

Set-up Start Time: 7:00 am Event Start Time: 8:00 am

Event End Time: 11:00 am Clean-up Completion Time: 12:00 pm

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 300

Will you charge admission? YES NO If yes, what is the cost of entry? _____

Will you charge for parking? YES NO If yes, what is the cost to park? _____

If yes, Where will the paid parking be located? _____

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)
YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, Number of port-a-toilets: _____ Number of ADA accessible restrooms: _____

Drop-Off Date: _____ Drop-Off Time: _____

Pick-Up Date: _____ Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash cans do you plan to have present at event? _____

Please explain your plan for disposing of all waste:

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply) Amplified Sound DJ Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: _____

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using? Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

Number of Security Guards to be present: _____

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Event Coordinator must apply for City of Turlock Business License

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER"

ITEM

Animals YES NO _____

Automobiles/Trucks YES NO _____

Bicycles/Foot Races YES NO Kids Race (1 Lap) Adult Race (2 Laps)

Is event being advertised as (circle one) N/A RACE FUN RUN

Booths/Standards YES NO _____

Emergency Vehicle Access YES NO _____

Medical/First Aid Station(s) YES NO _____

Parking YES NO _____

Approximately how many spaces needed: _____

Rides/Bounce House YES NO _____

Tents/Canopies YES NO _____

City Property/Equipment YES NO _____

Open Flame YES NO _____

Stage YES NO _____

Power Source YES NO _____

OTHER YES NO

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE }
CITY MANAGER TO APPROVE ANY }
FUTURE SPECIAL EVENT PERMIT FOR }
THE ANNUAL CITY OF TURLOCK TURKEY }
TROT FUN RUN HOSTED BY THE CITY OF }
TURLOCK, HELD ON THE SATURDAY }
BEFORE THANKSGIVING AT SPECIFIED }
TIMES }
_____ }**

WHEREAS, the 42nd Annual City of Turlock Turkey Trot Fun Run is proposed to take place on Saturday, November 19, 2016 from 9:00 a.m. to 11:00 a.m.; and

WHEREAS, City of Turlock Special Event Committee has reviewed and approved the Special Event application and will be coordinating all aspects of the event; and

WHEREAS, the event will be completely contained within Donnelly Park, and no street closures are required; and

WHEREAS, property and business owners that may be affected by the event route will be notified in advance by mail regarding the event and will have the opportunity to provide feedback to enhance the event.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to approve any future Special Event Permit for the annual City of Turlock Turkey Trot Fun Run hosted by the City of Turlock, held on the Saturday before Thanksgiving at specified times

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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

City Council Synopsis

November 15, 2016



5H



From: Michael I. Cooke, Municipal Services Director

Prepared by: Larry Gilley, Utilities Division Manager
Lisa Quiroga, Purchasing Coordinator Trainee

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving standardization of all positive displacement residential and turbine meters for the City of Turlock fixed network Automated Meter Reading system, for the purchase of residential, commercial, and industrial water meters from Badger Meter and National Meter & Automation, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6)

Motion: Approving an Agreement with Badger Meter and National Meter & Automation, Inc. for the purchase of all positive displacement residential and turbine meters, for the City of Turlock fixed network Automated Meter Reading system, in an annual amount not to exceed \$150,000

2. DISCUSSION OF ISSUE:

On November 13, 2013, City Council approved Contract No. 12-060 with Badger Meter, Inc. for the purchase of commercial and industrial water meters. During the term of the contract, Badger Meter, Inc. was acquired by National Meter & Automation, Inc., who is the primary distributor of the Badger brand water meter.

On January 10, 2017, the current purchase contract will expire and City staff recommends that it would be beneficial to standardize to Badger Meter for the future purchase of all positive displacement residential and turbine meters. By installing only Badger meters during the past three (3) years, staff has attained a ninety-nine (99) plus percentage read rate of the automated meter read system, with over eighteen thousand (18,000) accounts. Standardizing meters has made the installation process more efficient, less complex, and better organized. By limiting the brand of meters on hand, it keeps the inventory less complex. Badger meter also took over the warranty issues for another brand of water meter that the City has used in the past; this simplifies the replacement of these meters when they fail during the warranty period.

OK for Agenda

pm A. Z. H.

3. BASIS FOR RECOMMENDATION:

- A. The Municipal Services Department needs to purchase positive displacement residential and turbine meters for standardization to keep the City's read rates at the highest level possible, ensuring accurate bills and excellent customer service.
- B. Badger Meter, Inc. and National Meter & Automation, Inc. have provided excellent products, superior technical product support, and outstanding customer service to the City.
- C. Staff obtained quotes from two (2) suppliers within the City of Turlock's regional area to ensure fair pricing. Badger Meter and National Meter & Automation, Inc. submitted the lowest quote of the two (2) suppliers.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 – Fiscal Responsibility

General Principles:

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

Action Items:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Total contract award is not to exceed \$150,000 annually

420-52-551.51291 "Water Meters"

The adopted Municipal Services Department budget for Fiscal Year 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the service agreement that staff is requesting be issued with National Meter & Automation, Inc., in an annual amount not to exceed \$150,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the standardization and contract of all positive displacement residential and turbine meters. This alternative is not recommended because standardization is needed to keep the City's read rates at the highest level possible, enhance customer service, and to increase Department efficiency.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
BADGER METER, INC.
NATIONAL METER & AUTOMATION, INC.
for
POSITIVE DISPLACEMENT RESIDENTIAL AND TURBINE METERS
CONTRACT NO. 16-152

THIS AGREEMENT is made this 15th 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 **BADGER METER, INC., NATIONAL METER & AUTOMATION, INC.**, a Wisconsin Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for positive displacement residential and turbine meters;
and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such special meters, hereinafter referred to as "Products."

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

1. SCOPE OF WORK: SUPPLIER 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/Products and shall perform such Services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. SUPPLIER shall provide Services/Products that are acceptable to CITY.

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

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 SUPPLIER 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 SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed One Hundred Fifty Thousand and No/100^{ths} Dollars (\$150,000). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER 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 SUPPLIER 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 16, 2016 and end November 15, 2017, subject to CITY's availability of funds.

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

7. INSURANCE: SUPPLIER shall not commence work or services under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER 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. SUPPLIER 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 SUPPLIER, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SUPPLIER 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 SUPPLIER, 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 SUPPLIER'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, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, SUPPLIERS and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

9. SUPPLIER RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as SUPPLIERS and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation

on behalf of CITY. SUPPLIER 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 SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

SUPPLIER shall determine the method, details and means of performing the work and Services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the Services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an SUPPLIER and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

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

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

11. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for SUPPLIER status, CITY may terminate this Agreement by giving written notice to SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S Services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of

age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

19. INTEREST OF SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

20. AMENDMENTS: Both parties to this Agreement understand that it may become

desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

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

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

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

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

SUPPLIER 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 SUPPLIER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

28. COMPLIANCE WITH LAWS: SUPPLIER 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. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business

license.

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

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

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

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

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

for SUPPLIER: **BADGER METER, INC.**
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223
PHONE: (800) 876-3837
FAX: (414) 371-5981
EMAIL: bids@badgermeter.com

NATIONAL METER & AUTOMATION, INC.
7220 S. FRASER STREET
CENTENNIAL, CO 80112
PHONE: (877) 212-8340
FAX: (303) 649-1017
EMAIL: bhelphand@badgermeter.com

for CITY:

**CITY OF TURLOCK
ATTN: LARRY GILLEY
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us**

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

**CITY OF TURLOCK
ATTN: LARRY GILLEY
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us**

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

CITY OF TURLOCK, a municipal corporation

BADGER METER, INC.

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I Cooke, Director of
Municipal Service Department

NATIONAL METER & AUTOMATION, INC.

By: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Phaedra A. Norton, City Attorney

Print name: _____

ATTEST:

Date: _____

By: _____
Kellie E. Weaver, City Clerk



Phone: (209) 668-5402
 Fax: (209) 668-5695
 Email: equiroga@turlock.ca.us

CITY OF TURLOCK PURCHASING
 156 S. BROADWAY, SUITE 270
 TURLOCK, CA 95380-5454
REQUEST FOR QUOTATION

EXHIBIT A
PROPOSAL CALLS FOR PREVAILING WAGE
THIS IS NOT AN ORDER

Kindly refer our quotation Number when submitting your quote via email, fax or mail.



ALL QUOTATIONS MUST BE SIGNED

Date 10/17/16

Quotation No.

Respond No Later Than:

Item(s) Required within

TO
 National Meter & Automation, Inc.
 7220 S. Fraser St.
 Centennial, CO 80112

- 1) Quotation are requested or furnishing the items described below in accordance with terms set forth herein. All quotations must be F.O.B. destination and include cost of boxing & cartage to delivery point stated below.
- 2) Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the item described below.
- 3) Attached complete specifications for any substitution offered, or when amplification is desirable.
- 4) A clear and complete description of material being bid, including trade name, model, size, type catalog number, etc., is required.
- 5) Show net unit & net total prices after all trade & City discounts have been deducted.
- 6) Do not include Federal Excise Taxes, as an exemption certificate will be furnished upon request.
- 7) See Terms & Conditions (Exhibit B) for this project or maintenance is hereby attached.

Item No.	Qty.	Unit	Description	Unit Price	Amount
			CITY OF TURLOCK IS SOLICITING BIDS FOR QUALIFIED FIRMS		
			FOR:		
	1	EA	3" turbine meter	\$ 729.91	729.91
	1	EA	4" turbine meter	\$ 1048.53	1048.53
	1	EA	6" turbine meter	\$ 2433.46	2433.46
	1	EA	8" turbine meter	\$ 2684.21	2684.21
	1	EA	¾" PD residential meter	\$ 138.06	138.06
	1	EA	1" PD residential meter	\$ 172.59	172.59
	1	EA	1 ½" PD residential meter	\$ 351.18	351.18
	1	EA	2" PD residential meter	\$ 493.92	493.92
			SCOPE OF WORK OR SPECIFICATIONS		
Subtotal				8051.86	8051.86
Terms: Net 30 days				7.625% Sales Tax	613.95
Delivery Days:				Total Net Bid, including taxes	8665.81

In submitting the above Quotation, the vendor agrees that acceptance of any or all items by the Purchasing Agent constitutes a contract.

Authorized Signature Title Date Phone No. Email Address

M. Brian Helphand Account Mgr 10/20/2016 916-521-0390 bhelphand@budgetmeter.com

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
STANDARDIZATION OF ALL POSITIVE }
DISPLACEMENT RESIDENTIAL AND }
TURBINE METERS FOR THE CITY OF }
TURLOCK FIXED NETWORK AUTOMATED }
METER READING SYSTEM, FOR THE }
PURCHASE OF RESIDENTIAL, COMMERCIAL, }
AND INDUSTRIAL WATER METERS FROM }
BADGER METER AND NATIONAL METER & }
AUTOMATION, INC., WITHOUT COMPLIANCE }
TO THE FORMAL BID PROCEDURE }
PURSUANT TO TURLOCK MUNICIPAL CODE }
SECTION 2-7-08(B)(6) }

RESOLUTION NO. 2016-

WHEREAS, the standardization of all positive displacement residential and turbine meters from Badger Meter and National Meter & Automation, Inc., for the City's fixed network automated meter reading system will provide a number of benefits to the City of Turlock and its water customers; and

WHEREAS, the installation of Badger Meter products over the past three (3) years has allowed for an almost perfect read rate for the City's Automated Meter Read system, ensuring accurate bills and outstanding customer service; and

WHEREAS, standardizing to one brand of water meters makes the meter installation process more efficient, less complex, and better organized; and

WHEREAS, by limiting the brand of meters on hand, it will keep the water meter inventory less complex.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve standardization of all positive displacement residential and turbine meters for the City of Turlock fixed network Automated Meter Reading system, for the purchase of residential, commercial, and industrial water meters from Badger Meter and National Meter & Automation, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6)

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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

City Council Synopsis

November 15, 2016



51



From: Michael I. Cooke, Municipal Services Director

Prepared by: Scott Rohrer, Water Quality Control Supervisor
Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and Clark Pest Control for additional vegetation management services, increasing the compensation to an annual amount of \$50,112 during the term of the existing contract

2. DISCUSSION OF ISSUE:

The City of Turlock utilizes vegetation management services to treat and control nuisance grasses, weeds and vines to prevent contamination around the Regional Water Quality Control Facility basins, drying beds, roadways, sidewalk borders, fence lines, storm ponds and various other areas. An Agreement with Clark Pest Control was previously approved on April 8, 2014, as the lowest responsive and responsible bidder of Request for Proposal (RFP) 14-278.

Recently, additional vegetation management services were identified for the Harding Drain facility located at Harding Road and Washington Road, and the final effluent line standpipe and fence line around the triangular lot on Carpenter Road. Clark Pest Control met with staff to review the requirements and submitted a proposal for the additional vegetation management services (Attachment A).

Due to the existing contract with Clark Pest Control, and the necessity of the additional weed control services, it is recommended to approve the additional services and increase the annual amount by \$3,300 for a total annual amount of \$50,112.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department has a need for weed control services to control vegetation around critical facilities at the Regional Water Quality Control Facility.

OK for Agenda

Tom Hill

B. Additional services are needed for the Harding Drain and Carpenter Road recycled water facilities.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$3,300
 410-51-530.43125_016 "Maintenance Weed Spraying"

The adopted Municipal Services Department budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the amended service agreement that staff is requesting be issued to Clark Pest Control, increasing the annual amount by an additional \$3,300 for a total annual amount of \$50,112.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the Amendment to the Agreement. This alternative is not recommended because the agreement change is needed to provide additional services required at critical facilities and to increase the annual contract amount.



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
CLARK PEST CONTROL
for
WEED CONTROL SERVICES
CONTRACT NO. 14-018**

THIS AMENDMENT, dated November 15, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CLARK PEST CONTROL**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated April 8, 2014, whereby CONTRACTOR will perform weed control services in accordance with the specifications in Section 1 (hereinafter the "Agreement").

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

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

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

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to this Amendment No. 1 as Attachment A, which are necessary and required to provide weed control services, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Attachment A."

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation annually in the amount of Three Thousand Three Hundred and No/100ths Dollars (\$3,300.00) in accordance with Attachment A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Fifty Thousand One Hundred Twelve and No/100ths Dollars (\$50,112.00) annually. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

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

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

CITY OF TURLOCK, a municipal corporation

CLARK PEST CONTROL

By: _____
Gary Soiseth, Mayor

By: _____

or

Gary R. Hampton, City Manager

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Professional
Vegetation Management



Revised

October 18, 2016

City of Turlock

Harding Rd. & Carpenter Rd.
Turlock, CA 95380

Attention: Scott

Thank you for allowing Clark Pest Control the opportunity to present this proposal for the additional vegetation management services. Please review the attached outline of services that will be provided and feel free to contact me with any questions.

Thank you for your time.

Best Regards,

James Roque

E: jroque@clarkpest.com

C: (209) 872-4354

P: (209) 556-5200

F: (209) 556-5210

Vegetation Management Services

Vegetation Management Service Summary:

- Additional treatment areas will consist of the fence lines, crack and crevice of the pump house located on Harding & Washington and the pump location on Carpenter Rd. it also includes the triangulated lot around the exterior of the fence line on carpenter
- The area to be treated must first be mowed or knocked down in order for our material to efficiently do its job (*city personnel to mow or knock down current tall weeds*)
- Specialized equipment to provide a broad range of treatment applications
- Products applied are labeled and registered to use in ground water protection areas
- Customized treatments targeting your facilities individual needs, such as control of annual grasses, broadleaf weeds and invasive species including woody weeds & vines
- Pre-emergent materials will be used annually to control new weed germination
- Specialized materials used to help prevent contamination of non-site areas or damage around current landscape and trees
- Post emergent materials will be applied to gain control of areas that have current weed activity
- Your service technician will visit your facility monthly / alternate monthly, inspecting & then treating as needed
- Services are 100% guaranteed
- Our service technicians are available in between regular services as needed
- To complement your service, Clark Pest Control quality assurance personnel will provide an annual assessment of your facility. This will ensure that our superior standards are maintained.

Additional Monthly Service Fees: \$275.00

Thank you for your consideration

**SECTION 1
WEED CONTROL SERVICES
CONTRACT NO. 14-018
SCOPE OF WORK**

SCOPE OF WORK

Contractor to provide weed control service which the Contractor feels best meets or exceed the City's requirement.

SPRAYING

1. The Contractor shall perform spraying on 177.34 acres of City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth during the growing season following application, and (2) use a systematic herbicide to kill regrowth and/or summer weeds. Soil sterilants may not be used unless directed by the City.

a) Locations of City Properties:

- 1) Golden State Blvd from Fulkerth Road to Taylor Road; includes center median, west side of street to railroad tracks, and east side of street extending east, approximately 20 feet. (21.34 acres)
 - 2) Storm Pond located between Highway 99 and Golden State Blvd, approximately 1000 feet south of Taylor Road, including 10 foot section on the outside of the fence line. (14 acres)
 - 3) All of Turlock Water Quality Wastewater Treatment Facility and non-landscaped areas on the outside of the fence up the edge of the road on all sides. (76 acres)
 - 4) Picard storm basin located at the end of Warp Drive. (1 acre)
 - 5) C Street (1 Acre)
 - 6) Dianne Storm basin, including 10 acres South West corner between Kilroy Road and Dianne Drive. ((35 acres)
 - 7) North Field North of City Corporation Yard between Walnut and Kilroy. (5 acres)
 - 8) Golden State East basin. (1 Acre)
 - 9) Linwood/Kilroy (Petersen property/Water Quality Control) (3 acres)
 - 10) South Walnut by track behind Kelso property. (20 acres)
2. It shall be the Contractor responsibility to apply herbicides as necessary to keep all properties weed free throughout the year. It is the Contractor's responsibility to control

summer weeds such as but not limited to: Russian thistle, puncture vine, morning glory, anise, kikuyu grass and bermuda grass. It is also the Contractor's responsibility to control perennial and/or woody plants such as but not limited to: blackberry and coyote brush.

3. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.
4. It shall be the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying. Monitoring shall as a minimum include a monthly physical inspection of all spray areas. Each month, Contractor shall submit a written report detailing the condition of each area. Touch-up spraying shall be required at any time that weed growth occurs. If weed growth on sprayed lots exceeds 4" in height, Contractor shall mow at his expense.
5. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange his operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary
6. The Contractor shall supply his own water for the chemical mix.
7. Materials – The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds; but may not sterilize the soil for a period in excess of one year following application. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The used shall not be flammable or leave an oily residue that will discolor or leave slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not effective, the Contractor will be required to remove at his expense all growth from the area within the limits of the spray application.

GENERAL INFORMATION

1. City property anticipated to be sprayed is shown on the attached list. City will tour areas with successful bidder and finalize lists; however, property may be added or deleted at any time during contract period at City discretion.
2. The Contractor shall be responsible for any and all damage to surface and underground improvements due to his operation on or adjacent to parcels upon which weed abatement work is performed.
3. The Contractor will be expected to know the streets within the City of Turlock so that he/she can perform his work independently.
4. The Contractor shall be required to provide adequately manned and equipped crews necessary to diligently pursue and complete the work described herein. When directed by the City, the Contractor shall perform touch-up spraying work within 48 hours of such

notification.

5. Measurement – the entire area of parcels shall be sprayed for weed control, including basins, drying beds, roadway borders, sidewalk borders, fence lines, banks, slopes and other miscellaneous areas, as directed by the City. City property has been measured; private property will be measured by the City as work is authorized.
6. All spray applications are to be done in accordance with all State of California and United State law. Contractor is to provide the City a copy of Written Recommendations from a State of California licensed Pest Adviser for all applications.
7. The Contractor shall have secured from the City of Turlock all the necessary permits and shall possess a current California State Department of Agriculture license. The Contractor shall conform to any applicable laws or statues regulating or prohibiting the use of any chemicals or spray materials used.
8. The Contractor shall obtain a City of Turlock Business license.

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP 14-278

BID DUE DATE: FEBRUARY 20, 2014 BEFORE 3:00 P.M.

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"WEED CONTROL SERVICE"

- 1) Return original bid to: **City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454**
- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Clark Pest Control

Address: 480 E. Service Rd.

City/State/Zip: Modesto, CA 95358

Telephone Number (209) 556-5200 **Fax Number** (209)556-5210

E-Mail Address jroque@clarkpest.com

Authorized Representative (print) Ron Fair

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for weed control service dated February 20, 2014, at the prices indicated herein.

Bid Proposal						
Item #	Location	Acres	Service	Price	X 12	Extension
1	Goldenstate Blvd	21.34	Monthly	\$469.00	X 12	\$5,628.00
2	Goldenstate Storm Basin	14	Monthly	\$308.00	X 12	\$3,696.00
3	Wastewater Treatment Plant	76	Monthly	\$1,672.00	X 12	\$20,064.00
4	Picard Storm Basin	1	Monthly	\$22.00	X 12	\$264.00
5	O Street	1	Monthly	\$22.00	X 12	\$264.00
6	Dianne Storm Basin	35	Monthly	\$770.00	X 12	\$9,240.00
7	North Field (Walnut/Kilroy)	5	Monthly	\$110.00	X 12	\$1,320.00
8	Goldenstate East Basin	1	Monthly	\$22.00	X 12	\$264.00
9	Linwood/Kilroy Peterson Property/WOC	3	Monthly	\$66.00	X 12	\$792.00
10	512 S. Kilroy (13.522 acres) S Walnut Rd, behind Kelso (7.572 acres)	20	Monthly	\$440.00	X 12	\$5,280.00
Annual Bid Total						\$46,812.00
Twenty-Four Months Bid Total						\$93,624.00

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A 0 % discount is offered for payment within _____ days.
 (Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: 65721

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms: Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) 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, and 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 requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontractors to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and

BID PROPOSAL ATTACHMENT 'A'

Page 4 of 4

these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Contractor's License No. DPR # 31207 Expiration Date: 12/31/14

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Clark Pest Control

Company Name

Ron Fair

Signature of Authorized Representative

952-57-5966

Federal Tax ID Number

City Council Synopsis

November 15, 2016



5J



From: Michael I. Cooke, Municipal Services Director
Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Right of Entry and Access Agreement between the City of Turlock and Eastside Water District for the Mustang Creek Managed Aquifer Recharge Demonstration Project at the Turlock Municipal Airport

2. DISCUSSION OF ISSUE:

As a result of the drought and groundwater pumping, the Turlock Sub-basin has been experiencing groundwater levels declining at approximately one (1) to two (2) feet per year. According to the Department of Water Resources the area east of the Turlock Irrigation District boundary has seen the groundwater levels drop approximately ninety (90) feet in the last forty-five (45) years.

For several years the Eastside Water District (EWD) has been researching ways to help recharge the basin and has completed the Mustang Creek Managed Aquifer Recharge Feasibility Study. The study proposes to determine the feasibility of a groundwater recharge project at the Turlock Municipal Airport using Mustang Creek surface flows with a Managed Aquifer Recharge (MAR) demonstration project.

The EWD has approached the City regarding access to the airport in order to conduct the demonstration project. The scope of work includes the installation of three (3) test holes approximately thirty (30) feet deep and three (3) monitoring wells approximately one hundred (100) feet deep. The purpose of the demonstration project is to determine whether the hydrogeology of the airport property is suitable for a full scale groundwater recharge project using storm water captured from Mustang Creek. The wells will be constructed in accordance with the State of California and Merced County permit requirements. In addition, all work shall be done in accordance with all State, Federal and Local regulations. See attached proposed scope of work for additional information (Attachment A).

OK for Agenda

A handwritten signature in black ink, appearing to read "Jim A. et al.", written over a horizontal line.

In order to grant access to the airport, EWD is required to obtain a Right of Entry and Access Agreement from the City. The EWD has approved the draft agreement.

The demonstration groundwater recharge project has been reviewed by the Parks, Recreation and Public Facilities Director who has discussed it with the Turlock Regional Airport Association (TRAA). No objections were raised.

3. BASIS FOR RECOMMENDATION:

- A. Eastside Water District is actively working to implement projects to improve the groundwater levels in their district. This project would investigate the feasibility of using the Turlock Municipal Airport as a recharge basin.

Policy Goal and Implementation Plan Initiative

Policy Goal #4 – Municipal Infrastructure

Action Item:

2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the Agreement with Eastside Water District. This alternative is not recommended, as the groundwater levels have been declining for many years in this area. Implementing projects to improve the groundwater sustainability is important to the region.

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called the "Agreement") is made and entered into as of November 15, 2016, by Eastside Water District (herein called "Grantor"), and the City of Turlock (herein called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the "Property"); and

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed use by Grantee of the Property; and

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement; and

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing promises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) March 16, 2017; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities provided Grantee gives Grantor at least two (2) business days' prior written notice of each inspection and does not disturb the existing tenant.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to the condition existing prior to the Due Diligence Activities, and (iii) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and

expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and Parcel No. 042-030-27 & 042-030-28 Right of Entry Agreement expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written approval by Grantor of a work plan for such "Phase II" or invasive testing. If Grantor does not respond or reject any work plan within five (5) days of Grantee's delivery of the written work plan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted work plan and Grantee may proceed with such testing. If Grantor rejects such proposed work plan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before March 16, 2017 or the earlier termination of this Agreement; (iv) any and all information obtained from these activities shall be given to the Grantor at the completion the work.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee shall be bound by the same indemnification, defense, and hold harmless obligation as specified above in Section 1(b) with respect to any claims or demands for payment, or any liens or lien claims made against Grantor or the Property, arising out of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

7. Notices. All notices, demands and other communications shall be given in writing and shall be delivered by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or

(b) two (2) business days following deposit in the United States mail, postage prepaid, Parcel No. 42-03-27 & 042-030-28 Right of Entry Agreement certified or registered, return receipt requested. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Grantee: City of Turlock, Municipal Services
156 S. Broadway, Suite 270
Turlock, CA 95380
(209) 668-5590 extension 4401
Email greynolds@turlock.ca.us

Copy to: City of Turlock, Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380
(209) 668-5594 extension 4601
Email avanguilder@turlock.ca.us

Grantor: Eastside Water District
P.O. Box 280
Denair, CA 95316
(209) 589-0689
paddedcell@sbcglobal.net

8. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

9. Severability. The provisions of this Agreement are severable, and, if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

10. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Grantor and Grantee.

11. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, or any other court action occurs arising out of this Agreement, the prevailing party or parties in such suit shall be entitled to recover their Parcel No. 042-030-27 & 042-030-28 Right of Entry Agreement reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

12. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Grantor and Grantee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to the laws of such state in relation to choice of laws).

14. Assignment of Agreement. Neither Grantor nor Grantee may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.

15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Parcel Nos. 042-030-27 & 042-030-28 Right of Entry Agreement

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, as of the day and year first written above.

GRANTOR:

GRANTEE:

By: _____
Al Rossini, President, Board of Directors

By: _____
Gary R. Hampton, City Manager

Date Executed: _____

Date Executed: _____

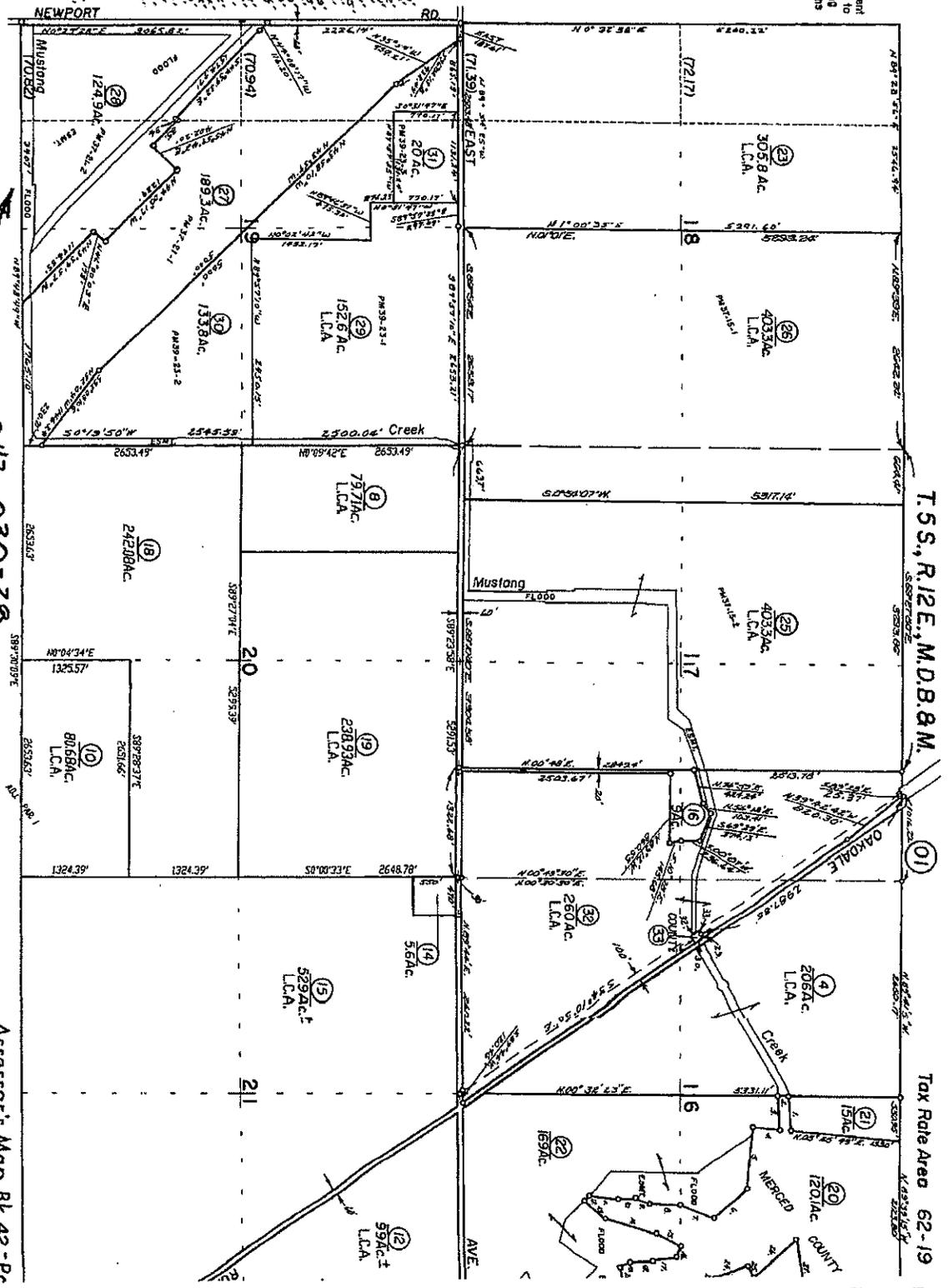
**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

THE LAND REFERRED TO HEREIN AS THE "LAND" IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF STANISLAUS, CITY OF TURLOCK, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Assessor Parcel No. 042-030-27 & 042-030-28

Map: See attached Map

Assessment
not to
include
values
1 of
100.



042-030-28

05

NOTE-Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 42-Pg
County of Merced, Ca
1975

T.S.S., RIZE, M.D.B. & M.

Tax Rate Area 62-19



August 17, 2016

Job No. 8571.002

Kevin M. Kauffman, P.E.
Acting General Manager
Eastside Water District
P.O. Box 692632
Stockton, California 95269-2632

Dear Mr. Kauffman:

Subject: Eastside Water District – Mustang Creek MAR Feasibility Study and Preliminary Design – Proposal

In response to your request, Wood Rodgers, Inc. (Wood Rodgers) is pleased to provide Eastside Water District (EWD) with the following scope of work to provide hydrogeologic and engineering services associated with determining the feasibility for groundwater recharge of Mustang Creek surface flows in a Managed Aquifer Recharge (MAR) demonstration project, located adjacent to the Turlock Municipal Airport (Site) in Merced County, California.

SCOPE OF WORK

The scope of work for this project includes the following tasks: (1) Project Coordination and Meetings; (2) Soils Analysis and Hydrogeologic Characterization; (3) Topographic Surveying and Mapping; (4) Preliminary Design of MAR Facilities; and (5) Site Feasibility Summary Report. These tasks are described in more detail below.

Task 1 – Project Coordination and Meetings \$7,000

Wood Rodgers will provide EWD with progress updates by hosting conference calls and will provide interim email and written correspondence to keep EWD up to date throughout the project duration. We are set up with Skype for Business at all of our work stations, so we have the ability to connect instantly and share our computer screens with our clients to help facilitate remote meetings.

Wood Rodgers will also conduct in-person meetings as-needed to discuss pertinent issues with operations staff and to give opportunities for EWD feedback and input. Wood Rodgers will schedule and conduct review meetings of all deliverables for the project. We anticipate conducting an initial site-walk with the selected Contractor prior to mobilization of drilling equipment. We will also coordinate with the appropriate agencies and entities as necessary during the exploratory drilling and surveying and mapping portions of this project.

Wood Rodgers will coordinate with the local permitting agency and provide the Contractor with all the necessary information for obtaining Merced County test hole and

monitoring well construction permits. Wood Rodgers will coordinate with the selected drilling Contractor and will be available to answer Contractor and EWD's technical questions, as needed. At the conclusion of this feasibility study, Wood Rodgers will schedule a face-to-face meeting to present the results to EWD and to answer any technical questions.

Deliverables: Progress updates; Meeting minutes; Presentation of project results

Task 2 – Soils Analysis and Hydrogeologic Characterization **\$68,000**

Wood Rodgers will select test hole exploration and monitoring well locations on the Site, including three test holes to be drilled within the prospective footprint of the Site, and three monitoring wells to be constructed near the perimeter of the Site. Wood Rodgers will oversee drilling of the test holes and monitoring wells using the sonic drilling method. It is anticipated that three monitoring wells will be drilled to 100 feet depth and completed within the shallow aquifer, and three shallow test holes will be drilled to approximately 30 feet depth (to fully characterize the hardpan layer).

Each monitoring well will be constructed in accordance with all State of California and County's well permit requirements for monitoring wells, and will be constructed with 2-inch diameter PVC pipe and 50 feet of continuous well screen. The screen slot size will be 0.030-inch with suitable gravel envelope material. The monitoring wells are intended to be installed in the upper saturated zone beneath the hardpan layer. The 2-inch PVC well casings shall be equipped with locking casing plugs to allow them to be left open to the atmosphere or closed to atmospheric pressure when needed. Surface completion of each monitoring well will include an at-grade monitoring well monument to avoid impacting accessibility around the perimeter of the Site.

The shallow test holes (anticipated to be 30 feet depth each) are intended to be drilled in the unsaturated zone above and below the hardpan layer (anticipated to be approximately 8 feet to 13 feet depth). Wood Rodgers will use the results from exploratory drilling for soil characterization and preliminary design of the MAR facility. Each test hole will be destroyed with neat cement grout in accordance with all State of California and local regulatory requirements. All drilling spoils will remain onsite.

The exploration depth may change on-the-fly based on borehole conditions. Wood Rodgers will be available to provide project management and hydrogeologic support services for all borehole drilling and construction activities for each test hole and monitoring well. Wood Rodgers expects to provide the following services:

- Providing input and answering questions related to test hole exploration and monitoring well construction.
- Providing a descriptive lithologic log and photos of the formation samples.

- Reviewing Contractor equipment, submittals, site configuration, and materials.
- Working with the Contractor on well design modifications.
- Provide inspection of materials and construction support services.
- Observe well development for the monitoring wells.
- Provide inspection services during test hole destruction.
- Preparation of as-built well profiles.
- Downloading and analyzing transducer data at a selected time interval.

Wood Rodgers will install pressure transducers in each completed monitoring well to record water levels over time at a specified frequency interval. This will provide a track record of groundwater levels pre-construction and post-construction of the MAR facility, and will enable analysis of the interconnectedness of the shallow and deeper sediments and the effectiveness of the MAR facility in recharging groundwater. Groundwater level data will be downloaded at a later time after the MAR facility has had a recharge event and the data will be presented as hydrographs that depict groundwater levels over time.

Wood Rodgers has already solicited competitive bids for the project through a request for bids from qualified drilling contractors. Wood Rodgers will review the bids and provide EWD with recommendations for bid award.

If data from test hole exploration and monitoring well construction indicate that the soil conditions are not conducive for groundwater recharge and suggest that a MAR project is not feasible at this Site, then Wood Rodgers will not proceed with Tasks 3 and 4 below. Wood Rodgers would proceed directly to Task 5 and would produce an abbreviated summary report that describes the methods, results, and conclusions of the drilling exploration program.

Deliverables: Bid Comparison; As-Built well profiles; Map depicting test hole and monitoring well locations

Task 3 – Topographic Surveying and Mapping \$16,000

To prepare preliminary design of the Mustang Creek MAR Program, Wood Rodgers will develop topographic mapping of Parcel No. 042-030-028 (existing flood control detention basin) and the southern half of Parcel No. 042-030-027 (vacant land southwest of the Turlock Municipal Airport). Wood Rodgers will contract with a Contractor to develop topographic surveys using aerial-based photogrammetry methods and will be sufficiently accurate to produce base mapping with a 1-foot contour interval. The map will reference the State Plane Coordinate System and will be based on the North American Vertical Datum of 1988 (NAVD 88).

In addition to the aerial topographic survey, a land-based structure survey will be prepared for the Mustang Creek Bifurcation Structure and the flood control detention basin Outlet Structure. At the Bifurcation Structure, elevations of the side weir crest, the invert of the structure, and the inverts of the two slide gate openings will be captured. At the Outlet Structure, the invert of the outlet pipe will be identified, as well as the overflow crest elevation located between the flood control detention basin and Mustang Creek and the invert of Mustang Creek at the point of discharge.

Deliverables: Digital Terrain Model base map produced in AutoCAD Civil 3D to be used by Wood Rodgers in preparing preliminary design of the facilities; an aerial photographic image for use in other aspects of the study

Task 4 – Preliminary Design of MAR Facilities **\$29,000**

Under Task 4, Wood Rodgers will use information generated in the soils analysis portion in Task 2 to prepare a preliminary design for any detention basin modifications. The optimum flood control detention basin depth to support MAR will be determined based on the materials identified beneath the detention basin invert. The existing flood control detention basin is approximately 80 acres in area and three to five feet in depth (estimating from aerial imagery and photographs). It would be preferable to empty/drain the basin by gravity, and therefore, the invert elevation of Mustang Creek at the outlet will be a consideration in the maximum depth of the facility.

The preliminary design will identify modifications to the Mustang Creek Bifurcation structure required to route flows to the flood control detention basin more frequently. In talking with Mike Walejko of Merced County, Wood Rodgers understands that overtopping of the Bifurcation Structure right weir has only previously occurred during the 1986, 1997, and 2005/2006 flood events. Therefore, it will be necessary to provide a means to check water up to an elevation where spilling occurs more frequently (potentially even capturing normal winter flows). The most inexpensive means to accomplish this is to install a simple flashboard structure at the Bifurcation Structure outlet opening, however, an automatic canal gate operating to maintain a constant upstream water level would significantly reduce labor costs in adjusting flashboards. As this project is a demonstration or pilot project, it may be desirable to initially operate with manual adjustments using flashboards, and incorporate a future design for full automation if the MAR concept is proven feasible at this location. Automatic gates for consideration would include the Rubicon Flumegate, Aquasystems Langemann Gate, or Obermeyer pneumatic spillway gate as alternatives.

The outlet facility will be preliminarily designed to automatically evacuate the flood control detention basin based on flood forecasts when the presence of MAR water could impact the flood control storage volume necessary to protect downstream Turlock Irrigation District facilities. Hardening of the outlet facility and Mustang Creek Channel

Mr. Kevin Kauffman
August 17, 2016
Page 5

will also be evaluated to ensure that the basin can be evacuated over a short period of time without inducing erosion at the basin or creek embankments.

Deliverables: Preliminary design drawings representing an approximate 35-percent level of design (including both manual and automatic operation at the Bifurcation Structure); Cost estimate spreadsheet identifying Wood Rodgers' opinion of the probable cost for the project

Task 5 – MAR Site Feasibility Summary Report **\$14,000**

Wood Rodgers will summarize and compile all the data and findings from test hole exploration, monitoring well construction, topographic surveying and mapping and preliminary design from Tasks 1 through 4 into a single Site Feasibility Summary Report. The report will include all daily field reports; photo reports; Contractor submittals; as-built monitoring well profiles; groundwater level data analysis; mapping and surveying results; and preliminary design and cost estimates. Wood Rodgers will also provide preliminary recommendations for infrastructure design or site-grading improvements that may support the best opportunity to maximize available surface water to recharge within the shallow aquifer(s) underlying the Site.

Deliverables: MAR Site Feasibility Summary Report

PROJECT COST

The total cost to perform hydrogeologic and engineering support services as described above is \$134,000, including direct expenses and outside services for the drilling and construction of three monitoring wells and three exploratory test holes. All work performed will be billed on a Time and Materials (T&M) basis and will not exceed this amount without prior written authorization. All billing will be made in accordance with the enclosed Wood Rodgers, Inc. Invoicing, Payments & Liability Policies (Exhibit "A"), Wood Rodgers' 2016 Schedule of Fees (Exhibit "B") and Special Conditions. Wood Rodgers is prepared to begin work on this project immediately.

We look forward to working with Eastside Water District to complete the Mustang Creek MAR Demonstration Project and Feasibility Study. If you have any questions or require additional information, please call me at (916) 341-7447 (office) or (916) 417-7687 (cell). To authorize this work, please sign and return a copy of this agreement.

Mr. Kevin Kauffman
August 17, 2016
Page 6

Sincerely,

Wood Rodgers, Inc.



Lawrence H. Ernst, PG, CEG, CHG
Principal Hydrogeologist

IN AGREEMENT WITH THE ABOVE TERMS:

Eastside Water District

Sign Name

Print Name

Title

EXHIBIT "A"
WOOD RODGERS, INC. INVOICING PAYMENT & LIABILITY POLICIES

1. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
2. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
3. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
4. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
5. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total contract amount for consulting services (\$134,000). Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
6. This agreement between Wood Rodgers, Inc. and Eastside Water District for groundwater recharge hydrogeologic support services constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
7. Each party agrees to hold harmless and indemnify the other party from and against liability to the extent caused by the first party's negligence, recklessness, or willful misconduct.

SPECIAL CONDITIONS

1. Any scope of work completed after December 31, 2016 will be subject to cost of living increases.
2. This scope of work does not include NPDES permitting or monitoring. It is assumed that all water will be discharged on the owner's property, and consequently no NPDES permitting or monitoring would be required. If NPDES permitting or monitoring is required, Wood Rodgers would provide a separate scope of work and cost estimate to provide these services.
3. Client understands that the time & materials estimated costs provided herein are estimates only, that our work will be performed on a time & materials basis, and that various line items included herein may be either exceeded or reduced by actual billing.
4. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the development of this project.
5. Wood Rodgers, Inc. shall maintain the following insurance for this project:
 - Commercial general liability insurance with limit of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - Workers compensation and employer's liability insurance as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - Auto liability insurance with a limit of no less than \$1,000,000 per accident.
 - Professional liability insurance with a limit of no less than \$1,000,000 per claim.



EXHIBIT "B"

**SACRAMENTO FEE SCHEDULE
 Effective January 1, 2016**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$230
Principal Engineer/Geologist/Surveyor/Planner/LA* I	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$170
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$150
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$140
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$130
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105
CAD Technician III	\$120
CAD Technician II	\$110
CAD Technician I	\$100
Project Coordinator	\$110
Administrative Assistant	\$90
1 Person Survey Crew**	\$175
2 Person Survey Crew**	\$255
3 Person Survey Crew**	\$335
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Auto mileage will be charged at the IRS standard rate, currently 54.0 cents per mile.

Fee Schedule subject to change January 1, 2017.

City Council Synopsis
November 15, 2016



5K



From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving one (1) Maintenance Agreement with Mo-Cal Office Solutions (as an authorized Kyocera company) for copier maintenance based on a per copy cost and an annual base rate for a period of five (5) years, for the Parks, Recreation and Public Facilities Department

2. DISCUSSION OF ISSUE:

In 2009, the City began purchasing its multi-functional desktop copiers to replace outdated and inefficient office equipment including fax machines and desktop printers. Multi-functional copiers offer features such as printing, copying, scanning and faxing. Additionally, multi-functional copiers are energy efficient, using 29% less power consumption than older models.

To ensure optional performance of multi-functional copiers, the City contracts with Mo-Cal Office Solutions for copier maintenance including service calls, service labor, toner and all replacement parts, necessary to keep the equipment working within the manufacturer's specifications. Additionally, Maintenance Agreements are a cost savings measure; providing a guaranteed annual base rate which includes an annual copy allotment as indicated below. The cost for overages (*exceedance of the annual copy allotment*) is \$0.03 per copy.

Example:

Annual Maintenance cost, includes 6,536 copies at \$200 plus tax.

If annual copies are 8,000, the City will be billed for 1,464 copies at the rate of \$0.03 = \$44. The annual maintenance cost for this unit will be \$244.

No. of Units	Type of Equipment	Annual Maintenance Cost	Includes black/white pages
1	Kyocera KM-1820 (model transfer from other division) For: Public Maintenance Facility	\$200 plus tax	6,536

OK for Agenda

3. BASIS FOR RECOMMENDATION:

A. A standard service call without an annual maintenance/service agreement (with Mo-Cal or other companies) is approximately \$125/per hour for each service call, plus additional costs for parts, labor, and supplies. The Maintenance Agreement protect the City from costly repairs and supplies, such as toner, fuses, drum cartridge, waste containers, and other replacement parts based at an annual rate.

B. Multi-functional copiers are a necessity for the daily operation of the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

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

Action Items:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$244 annually

110-60-620.43065 Parks, Recreation & PF Copier Maintenance

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. City Council may choose not to approve the Maintenance Agreement for one (1) copier. Staff does not recommend this alternative, as the City would have to pay a standard rate charge of \$125/per hour for each service call, plus replacement parts and supplies.



1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
 Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

143247-01
 Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK Address: 156 S. BROADWAY STE. 112 TURLOCK, CA 95380-5454 Contact: TANIA HERNANDEZ (CC BETTY) Phone: 209/668-5540 EXT. 440 Fax: 209/668-5576 Email: ACCTPAY@TURLOCK.CA.US	Name: CITY OF TURLOCK Location: PUBLIC FACILITIES MAINTENANCE Address: 701 S. WALNUT ROAD TURLOCK, CA 95380 Contact: RAY GARCIA Phone: 209/668-5599 ext 4458 Fax:

Equipment / Rate Information		
<input type="checkbox"/> See Attached Equipment List		
Make/Model: KYOCERA KM-1820	Serial Number: F6409684	
Starting Date: 10/6/2016 Base Rate: \$200.00	Beginning B/W Meter: 47,682 Includes B/W Pages: 6,536 Overage Rate B/W: \$0.03060	Beginning Color Meter: Includes Color Pages: Overage Rate Color:
Base schedule Overage schedule	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
Network Support Addendum: <input type="checkbox"/> Approved <input type="checkbox"/> Declined (Reference Item 12 on page 2)		

Exclusions				
This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.				
<input type="checkbox"/> BlackToner	<input type="checkbox"/> ColorToner	<input type="checkbox"/> BlackInk	<input type="checkbox"/> ColorInk	<input type="checkbox"/> MaintenanceKits
<input type="checkbox"/> Developer	<input type="checkbox"/> DeveloperUnit	<input type="checkbox"/> FuserUnit/rollers	<input type="checkbox"/> ImagingUnit (PCU)	<input type="checkbox"/> Drum/Drum Unit
See Agreement Provisions for additional exclusions.				

Accept, please sign below

Decline _____ Please initial and return to MoCal

 Customer Signature

 Print Name / Title

 Date

 MoCal Office Solutions

 Date

OK for Agenda

Agreement Provisions

1. Terms

This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose

This Agreement's services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.

Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.

The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability

The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightning, electrical power failure or for any other causes external to the machine are not covered by this Agreement.

MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Supplies

Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a \$7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of \$15.00.~~

Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and will be billed on a time and materials basis.

Customers may be invoiced for a toner replacement due to losing the cartridge or spilling the contents from the toner cartridge.

5. Relocation

This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area consisting of the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Madera, Merced and Stanislaus. Areas east of Highway 49 are not in MoCal's service area. Equipment moved outside MoCal's service area will void this agreement and no refund will be issued. Equipment moves can be provided on a time and materials basis. Machines will need to be evaluated for any damages before continuing the maintenance agreement once it has been moved by anyone other than MoCal Office Solutions. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

6. Renewals and Cancellations

This Agreement will automatically renew at the end of each year.

The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than ~~five~~ ¹⁵ percent during any twelve month period thereafter.

The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, ~~plus a \$300.00 cancellation fee.~~ ^{CPI} MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

7. Training

To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customer's responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

8. Fees

All Agreement fees are due and payable within ~~10~~ ³⁰ days of receipt. A late charge of 1 1/4 % will be assessed on all unpaid balances. The Customer agrees to pay a \$25.00 fee for each check return for insufficient funds. California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

9. Amendments

No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

10. Electric Service

Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service, then all service calls will be billed on a time and materials basis.

11. Environmental Conditions

The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

12. Network Services

The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

13. Color Prints / Copies (color devices only)

The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and materials basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications is not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to your operators manual or contact your MoCal Office Solutions representative for approved media before use.

14. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

City initial
Mo-Cal initial

City initial
Mo-Cal initial

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("SERVICE PROVIDER")

Dated: November 15, 2016

City Contract No. 16-151

Contractor's Contract No. 143247-01

Page 1 of 4

1. **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 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:** 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.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions (“SERVICE PROVIDER”)

Dated: November 15, 2016

City Contract No. 16-151

Contractor’s Contract No. 143247-01

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) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

Mo-Cal Office Solutions ("SERVICE PROVIDER")

Dated: November 15, 2016

City Contract No. 16-151

Contractor's Contract No. 143247-01

Page 3 of 4

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

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

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

2. 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.

3. TERM: The term of this Agreement shall be effective November 16, 2016 and end November 15, 2021, subject to CITY's availability of funds.

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

5. 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**

Mo-Cal Office Solutions ("SERVICE PROVIDER")

Dated: November 15, 2016

City Contract No. 16-151

Contractor's Contract No. 143247-01

Page 4 of 4

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

Lisa Quiroga, Purchasing Coordinator
Administrative Services Department Purchasing
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
Phone: (209) 668-5590 Ext. 4404
E-mail: equiroga@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

MO-CAL OFFICE SOLUTIONS

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

City Council Synopsis
November 15, 2016



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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Manager

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the revised City of Turlock Public Art Policy and Guidelines

2. DISCUSSION OF ISSUE:

The intent of the City of Turlock Public Art Policy and Guidelines is to place a variety of public art pieces throughout the city, making it accessible to the entire community. The Public Art Program is designed to offer a wide range of artistic styles, themes and media, all of outstanding quality that showcase the City of Turlock and reflect the community's values and traditions.

Public art is dependent on public-private cooperation between the City, artists and sponsors. Public art may be privately or publicly owned and is designed to add value to the community. Artists, residents and organizations are encouraged to work together to create new art and when necessary, preserve existing art for the enjoyment of all. It is known and accepted that public art does much to beautify the urban environment and promote community pride.

All proposed art on City-owned property or within the City of Turlock will follow the process of review by City staff and the Parks, Arts and Recreation Commission to ensure conformance with all criteria, applicable land use regulations and/or entitlements before being recommended to the Turlock City Council for final consideration. All projects will be directly sponsored, managed and controlled by the City itself, with the rules and guidelines about acceptable works published in advance. The City of Turlock will be acting as a speaker and a patron of the arts and has sole discretion to select those messages it wants to promote. The proposed City of Turlock Public Art Policy and Guidelines has been attached for review (Exhibit A).

OK for Agenda
[Signature]

3. BASIS FOR RECOMMENDATION:

- A. The Public Art Policy and Guidelines were reviewed by the Turlock City Council and the Parks, Arts & Recreation Commission at their September 27, 2016 joint meeting. Councilmembers and Commissioners provided the following recommendations: define if art work will be permanent or temporary and require a bio from the artist that includes their experience / background as it pertains to the proposed work. The Parks, Arts & Recreation Commission reviewed the updated policy at their October 12, 2016 meeting and made a motion to forward the Public Art Policy and Guidelines to the City Council for consideration. There was no public comment on this item.

Policy Goal and Implementation Plan Initiative:

Policy Goal #7 – Quality Community Programs

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact is unknown at this time. Each call for art will include a project budget and identify all costs associated with the project prior to City Council approval.

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may choose to make changes to the proposed Public Art Policy and Guidelines.



EXHIBIT A

City of Turlock

Public Art Policy and Guidelines

The intent of the City of Turlock Public Art Program is to place a variety of public art pieces throughout the city, making it accessible to the entire community. The Public Art Program is designed to offer a wide range of artistic styles, themes and media, all of outstanding quality that showcase the City of Turlock and reflect the community's values and traditions. Public art is dependent on public-private cooperation between the City, artists and sponsors. Public art may be privately or publicly owned and is designed to add value to the community. Artists, residents and organizations are encouraged to work together to create new art and when necessary, preserve existing art for the enjoyment of all. It is known and accepted that public art does much to beautify the urban environment and promote community pride.

Any group or individual (sponsor) that wishes to display public art must obtain permission from the City Council. Placing art on public property without permission is prohibited. The City of Turlock does not condone any type of illegal graffiti, murals or art, irrespective of artistic content. All proposed art on City property must follow the process of review by City staff and the Parks, Arts and Recreation Commission to ensure conformance with all criteria, applicable land use regulations and/or entitlements before being recommended to the Turlock City Council for final approval. All projects will be directly sponsored, managed and controlled by the City itself, with the rules or guidelines about acceptable works published in advance. The City of Turlock will be acting as a speaker and a patron of the arts and has sole discretion to select those messages it wants to promote.

Application Process

1. Complete the Public Artwork Permit Application.
2. Submit your application, letters of support, and proposed art design/description to the Parks, Arts and Recreation office (144 S. Broadway).
3. The Director of Parks, Recreation and Public Facilities will route the application and associated supplemental information to appropriate City Staff for initial review.
4. Once the initial review is approved by staff, the applicant shall contact all adjacent property owners within 1,000 feet in writing, outlining the proposed project and notifying them of the public hearing where they will be given the opportunity to provide feedback on the project. Notification must include a written description of the project and a picture of the artwork. City staff will provide the mailing labels for all affected property owners and applicant will be responsible for the cost of mailing the notices.
5. This hearing will take place at Parks, Arts and Recreation Commission meeting. If recommended for approval, the application will be forwarded to the Turlock City Council for consideration, all projects are subject to the decision of City Council. Approval of project and location must be obtained by the Turlock City Council before the work commences.
6. If the Parks, Arts and Recreation Commission denies the application, it will be directed back to the applicant for revisions. Once revised, the applicant may reapply under the process outlined above.
7. If the proposal is denied by the Parks, Arts and Recreation Commission twice, the applicant may appeal the decision by submitting a rebuttal to the City of Turlock City Council office at 156 S. Broadway, Suite 230 Turlock, CA 95380 for consideration.
8. Once a proposal is approved by Council, the applicant and artist will sign an agreement with the City of Turlock that outlines the terms and conditions of the work to be performed. Please see the attached sample agreement.
9. The artwork shall not be considered completed until "Final Approval" has been given by the Turlock City Council. Upon completion of the artwork, pictures or slides of the project shall be presented by the applicant and the artist to the Council for inspection, at a regularly scheduled meeting. If the artwork is consistent with the project approved by the Turlock City Council, the project will receive "Final Approval" which will be reflected in the meeting minutes. If further work is required, the artist shall complete the work as directed by the Council before "Final Approval" is given.

EXHIBIT A

ACKNOWLEDGEMENTS

The Sponsor and Artist must acknowledge the following terms as consideration for issuance of a Public Artwork Permit.

Sponsor Artist

- | | | |
|-------|-------|---|
| _____ | _____ | 1. Art must be completed or supervised by an artist with prior experience. |
| _____ | _____ | <u>2. Artist must attach a bio that includes their experience / background as it pertains to the proposed work.</u> |
| _____ | _____ | 3. Review of proposed art design and location must be approved by both City Staff and the Parks, Arts and Recreation Commission before final consideration from the Turlock City Council. |
| _____ | _____ | 4. Prior to final approval by the Turlock City Council the Parks, Arts and Recreation Commission will host a public hearing where all addresses within 1000ft. will be notified and given the opportunity to provide feedback on the project. |
| _____ | _____ | 5. Artist will be expected to design work that will be complimentary with the surrounding area. |
| _____ | _____ | 6. The artwork will not portray themes that may be interpreted as derogatory as to race religion, sexual orientation, natural origin, or physical or mental disability. |
| _____ | _____ | 7. All projects will be directly sponsored, managed and controlled by the city itself, with the rules or guidelines about acceptable works published in advance |
| _____ | _____ | 8. The composition of the artwork shall be of a permanent durable and weather resistant material that requires a low level of maintenance. Maintenance requirements shall be provided. |
| _____ | _____ | 9. Workmanship: Any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist. |
| _____ | _____ | 10. Artwork shall not serve as an advertisement of any product, service or company name in violation of City of Turlock Municipal Code. |
| _____ | _____ | 11. Public art permit or approval does not warrant or guarantee that, after installation, the art work will be preserved or remain intact for the expected life span. If the artist or sponsor wishes to preserve the artwork, it is his or her responsibility to reach an agreement regarding maintenance, and preservation. Approval by the Turlock City Council does not constitute an indication or promise of any conservation or restoration funds from the City of Turlock. |
| _____ | _____ | 12. If vandalism/graffiti to the artwork occurs, it is the responsibility of the artist or sponsor to remove graffiti within 5 days after written notification from the city, (consistent with TMC 4-14-405). If the graffiti is not removed and the mural is not repaired by the artist, City of Turlock can remove the graffiti vandalism using their standard removal techniques/materials. |
| _____ | _____ | 13. It is the responsibility of the artist to create and maintain their artwork. The City of Turlock requires that the artwork will be kept in good repair with periodic maintenance to be performed by the artist as needed. By submitting the application both the artist and sponsor agree that should the artwork be defaced and/or not repaired, maintained, preserved and/or conserved to the satisfaction of the City of Turlock, the City of Turlock has, in its sole discretion, the authority to repair, maintain, preserve, and/or conserve the artwork, or alternatively, the <u>City</u> |

EXHIBIT A

of Turlock has the authority to remove, alter, or destroy the artwork at the cost of the artist and/or sponsor.

_____ 14. If for any reason the artwork placed on public property is removed, altered, or destroyed by the sponsor and/or artist, the sponsor and/or artist are responsible for restoring the property to the original condition.

_____ 15. An independent appraisal or other evidence of value, such as an artist's price quote or bill of sale must be provided for liability purposes.

_____ 16. The City of Turlock will be acting as a speaker and a patron of the arts and has sole discretion to select those messages it wants to promote

With my signature below, I attest that each of the above initialed items is true, and I agree to each of these terms. I understand that I am contractually bound by these terms for the life of the artwork. Violations of any of the above initialed terms, or regulations will be enforced by the City of Turlock.

Sponsor Name (printed) _____

Sponsor Signature _____ Date _____

Artist Name (printed) _____

Artist Signature _____ Date _____

EXHIBIT A

City of Turlock

Public Art Relocation or Withdrawal Policy and Guidelines

Relocation of Artwork

Objective:

To provide procedures for the relocation of City-owned artwork.

Guidelines:

Relocation of artwork should be cautiously applied only after careful and impartial evaluation, including input from the Parks, Arts and Recreation Commission, art professionals, the public, the artist and final review and decision by the Turlock City Council.

Relocation of artwork may be considered for one or more of the following reasons:

1. The condition or security of the artwork cannot be reasonably guaranteed in its present location.
2. The artwork presents a risk to public safety.
3. A more suitable location for the artwork has been proposed.
4. Significant changes in the use, character or actual design of the site require a re-evaluation of the artwork's relationship to the site.

Procedure for Relocation:

Procedures for possible relocation of artwork shall be initiated by the majority vote of the Parks, Arts and Recreation Commission for recommendation to the Turlock City Council. Final direction will come from the Turlock City Council. The following describes specific procedures for relocation of artwork.

1. Review of any contractual restriction which may apply to the specific work.
2. Assessment of options for storage or disposition of artwork, which may include sale, trade, return to the artist or gift.
3. Analysis of reasons for relocation and recommendation to Turlock City Council for the final decision. The Parks, Arts and Recreation Commission may seek additional information regarding the artwork from the public, the artist, art galleries, curators, appraisers, or other professionals prior to making a recommendation.
4. Relocation will require an amendment to the original agreement.

Withdrawal of Artwork

Objective:

To provide procedures for the withdrawal of established artwork from public display.

Guidelines:

Withdrawal of public artwork should be cautiously applied only after careful and impartial evaluation, including input from the Parks, Arts and Recreation Commission, art professionals, the public, the artist and final review and decision by the Turlock City Council.

Withdrawal of artwork may be considered for one or more of the following reasons:

1. The condition or security of the artwork cannot be reasonably guaranteed in its present location.
2. The artwork is not eligible for relocation.

EXHIBIT A

3. The artwork presents a risk to public safety.
4. The artwork is damaged and repair is not feasible.
5. Significant changes in the use, character or actual design of the site require a re-evaluation of the artwork's relationship to the site.
6. The artwork requires excessive maintenance or has failures of design or workmanship.
7. The artwork no longer meets the intent of the Public Art Policy.

Procedure for Withdrawal:

Procedures for possible withdrawal of public artwork shall be initiated by the majority vote of the Parks, Arts and Recreation Commission for recommendation to the Turlock City Council. Final direction will come from the Turlock City Council. The following describes specific procedures for withdrawal of artwork.

1. Review of any contractual restriction which may apply to the specific work.
2. Assessment of options for storage or disposition of artwork, which may include sale, trade, return to the artist or gift.
3. Analysis of reasons for withdrawal and recommendation to Turlock City Council for the final direction. The Parks, Arts and Recreation Commission may seek additional information regarding the artwork from the public, the artist, art galleries, curators, appraisers, or other professionals prior to making a recommendation.

City Council Synopsis

November 15, 2016



From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$1,150,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's various operating budgets to augment the 2015-16 budget for Fund 511 "Health Care" due to net claims expenses in excess of budgeted revenue

2. DISCUSSION OF ISSUE:

The City's self-funded Health Care program experienced a challenging year during 2015-16. Paid claims net of any reinsurance recoveries totaled just over \$5.5 million. As a point of comparison, net claims expenses for 2014-15 totaled \$4.9 million.

The following table provides the gross revenue and expenditure numbers for the Fund for 2015-16 with comparison numbers for 2014-15:

	2015-16		2014-15
	Adj Budget	Actual	Actual
Self insurance charges	\$ 6,677,828	\$ 6,497,168	\$ 6,602,632
Reinsurance recoveries and other refund	-	696,331	3,033,089
Other income	500	(169)	487
Total Revenue	<u>6,678,328</u>	<u>7,193,330</u>	<u>9,636,208</u>
Claims expense	(4,560,000)	(6,236,520)	(7,933,371)
Reinsurance and vision premiums	(1,790,000)	(2,327,375)	(1,622,963)
Other expenses	(182,100)	(165,404)	(40,327)
Total Expenses	<u>(6,532,100)</u>	<u>(8,729,299)</u>	<u>(9,596,661)</u>
Net Revenue over (under) Expenses	<u>\$ 146,228</u>	<u>\$ (1,535,969)</u>	<u>\$ 39,547</u>

OK for Agenda

Jim A. RN.

The "Self-insurance charges" revenue represents not only the charges to the City's operating departments (those with personnel costs) for employees choosing to have health coverage through the City, but also includes the revenue generated as "premiums" paid by retirees and COBRA participants who have chosen to have health coverage through the City's plan post-employment.

As the above table demonstrates, Fund 511 currently has an operating deficit for 2015-16. Staff is proposing to remedy this deficit by two actions. The first is to expense the unexpended portion of the medical/dental/vision and deferred comp in lieu benefits in the operating departments budgets for 2015-16. The unexpended amount represents the difference between what would have been expended if all approved positions were 100% filled for 2015-16 with all employees choosing to take healthcare coverage through the City, and the actual experience for 2015-16. The total unexpended budget Citywide is \$412,825.

The second action recommended is to approve an appropriation in the amount of \$1,150,000 to be allocated to all the City's operating departments in the same pro-rata percentage as the adjusted actuals for medical/dental/vision and deferred comp in lieu benefits.

3. BASIS FOR RECOMMENDATION:

The Health Care fund is designed to be a self-supporting fund with revenues coming from both City operating funds in the form of a benefit expense for City employees, and from "premiums" charged to retiree and COBRA participants who chose to continue their post-employment health care coverage in the City's plan. The premiums charged to retirees and COBRA participants are calculated annually based on the claims history for that group of participants.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

1. Create a balanced, sustainable budget

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, Staff recommends a two prong approach to addressing the Fund's current 2015-16 operating deficit. The first is to expense the unexpended portion of the 2015-16 budgets for medical/dental/vision and deferred comp in lieu benefits (accounts 42002, 42003 and 42014 respectively) in each of the City's operating departments. The General Fund portion of this recommendation is \$242,223 and the non-General Fund portion is \$170,602.

The second prong is to appropriate \$1,150,000 in additional revenue to account to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental to be funded from the City's various operating budgets. The department detail is delineated on the attached Resolution. The General Fund portion is \$685,745 and the non-General Fund portion is \$464,255. This appropriation is allocated to each operating budget on a pro-rata basis based on the adjusted actuals for accounts 42002, 42003 and 42014.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. No alternative is recommended. Fund 511 is designed to be a self-supporting activity and there are no other revenue sources or reserves available to fund the deficit. The above recommendation for the allocation of the appropriation is based on sound accounting practices.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$1,150,000 TO ACCOUNT NUMBER }
511-10-151.35017_001 "SELF INSURANCE }
TRANSFER MEDICAL/DENTAL" TO BE FUNDED }
FROM THE CITY'S VARIOUS OPERATING }
BUDGETS TO AUGMENT THE 2015-16 BUDGET }
FOR FUND 511 "HEALTH CARE" DUE TO NET }
CLAIMS EXPENSES IN EXCESS OF BUDGETED }
REVENUE }

RESOLUTION NO. 2015-

WHEREAS, Fund 511 "Health Care" is an Internal Service fund designed to be a self-supporting fund within the City of Turlock's general ledger; and

WHEREAS, this fund experienced an operating deficit for fiscal year 2015-16; and

WHEREAS, the City Council desires to remedy this deficit by expensing the unexpended portion of the medical/dental/vision and deferred comp in lieu benefit budgets for the City's operating funds and by appropriating \$1,150,000 in additional revenue for the fund to funded from the City's various operating budgets.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,150,000 to account number 511-10-151.35017_001 "Self Insurance Transfer Medical/Dental" to be funded from the City's operating departments as outlined in Attachment A.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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

ATTACHMENT A

<u>Account Number</u>			<u>Amount</u>
110-10-100	42002	Medical Dental Plan	0
110-10-102	42002	Medical Dental Plan	13,340
110-10-104	42002	Medical Dental Plan	3,450
110-10-106	42002	Medical Dental Plan	20,010
110-10-108	42002	Medical Dental Plan	6,785
110-10-109	42002	Medical Dental Plan	10,235
110-10-110	42002	Medical Dental Plan	7,130
110-10-112	42002	Medical Dental Plan	6,440
110-20-200	42002	Medical Dental Plan	97,750
110-20-210	42002	Medical Dental Plan	271,745
110-20-215	42002	Medical Dental Plan	13,570
110-30-220	42002	Medical Dental Plan	10,235
110-30-300	42002	Medical Dental Plan	159,735
110-40-400	42002	Medical Dental Plan	17,825
110-50-500	42002	Medical Dental Plan	7,820
110-60-600	42002	Medical Dental Plan	21,620
110-61-620	42002	Medical Dental Plan	6,440
110-61-624	42002	Medical Dental Plan	3,450
110-61-630	42002	Medical Dental Plan	8,165
Total General Fund			<u>685,745</u>
204-50-505	42002	Medical Dental Plan	2,415
205-60-602	42002	Medical Dental Plan	7,820
205-60-604	42002	Medical Dental Plan	4,370
217-50-510	42002	Medical Dental Plan	30,820
240-00-000-227	42002	Medical Dental Plan	3,450
240-00-000-228	42002	Medical Dental Plan	1,725
246-60-600	42002	Medical Dental Plan	30,935
255-41-485	42002	Medical Dental Plan	6,785
256-41-486	42002	Medical Dental Plan	3,450
266-20-255-360	42002	Medical Dental Plan	3,450
266-20-255-361	42002	Medical Dental Plan	13,570
405-40-405	42002	Medical Dental Plan	28,175
410-51-530	42002	Medical Dental Plan	115,230
410-51-531	42002	Medical Dental Plan	34,040
410-51-532	42002	Medical Dental Plan	16,560
420-52-550	42002	Medical Dental Plan	75,670
425-40-415	42002	Medical Dental Plan	2,530
426-40-415	42002	Medical Dental Plan	2,530
501-10-130	42002	Medical Dental Plan	19,550
502-40-410	42002	Medical Dental Plan	46,460
505-50-525	42002	Medical Dental Plan	14,720
Total Non-General Fund			<u>464,255</u>
Total City-Wide			<u><u>1,150,000</u></u>

7C

City Council Synopsis

November 15, 2016



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

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

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 16-38 "Fire Station Exhaust Removal System" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$192,167.26 (Fund 240), with Air Exchange, Inc. of Fairfield, California, for City Project No. 16-38 "Fire Station Exhaust Removal System"

2. DISCUSSION OF ISSUE:

The City of Turlock's four (4) fire stations currently do not contain any exhaust removal equipment. When a fire engine is started, the exhaust is emitted to the interior of the fire station engine bay allowing exhaust particulates to settle and accumulate inside the fire station engine bay. The fire fighters' personal protective equipment (turnouts) are located inside the fire station engine bays making them susceptible to exhaust particulate accumulation.

This project will install exhaust removal equipment (in general terms a fan that is connected through hoses and ductwork) in each fire station. This equipment will be magnetically connected to each of the fire engine tail pipes and the fan will turn on when the fire engine is started. This will allow the exhaust from the fire engines to be captured and emitted outside of the fire station. As the fire engines drive out of the fire station, the hose will disconnect from the fire engine tail pipe, allowing for virtually all elimination of exhaust within the fire station engine bays.

This type of equipment is typical in fire stations across the country.

OK for Agenda

The Turlock Fire Department has been working on this project for several years. At the direction of previous administration, the project budget was created in 2013, however was not funded as Fire staff was hoping to receive a grant to cover the costs. The total budgeted for the project was \$149,000. After learning the City was unsuccessful with procuring grant funds, the project was then funded utilizing the department's equipment replacement account. It was later discovered the total project cost was underestimated by \$72,225 due to staff budgeting the project at the 2013 cost rather than current prices which resulted in higher contractor and materials costs of \$43,000. Additionally, engineering, consultant, and contingency costs totaling \$29,225 were omitted by mistake from the original project budget.

The Fire Department pays for large equipment purchases utilizing account 240-00-000-306.44030_000 "Minor Equipment Miscellaneous" which have sufficient funds available to pay for these overages. However, utilizing funds for this project will result in a shortage of funds for future equipment needs. Fire staff will be working with the City Manager in the upcoming budget year to review and address future equipment needs and determine if the current savings plan is adequately funded.

On October 11, 2016, staff received one (1) bid for City Project No. 16-38 "Fire Station Exhaust Removal System." Air Exchange, Inc. of Fairfield, California, was the lowest responsible bidder with a bid in the amount of \$192,167.26.

Bid Summary:

COMPANY NAME	BID AMOUNT
Air Exchange, Inc.	\$192,167.26

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder submitting a responsive bid.
- B. This equipment is needed at the fire stations as this equipment will eliminate exhaust particulates for accumulating within the fire stations as well as inside of the fire fighters' personal protective equipment (turnouts).

Policy Goals 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

Project Cost	Contractor Bid Cost	Construction Contingency (10%)	Construction Engineering, Materials Testing and Inspection	Preliminary Engineering (Staff and Design Consultant and Permitting)
\$221,392.26	\$192,167.26	\$9,600	\$3,000	\$16,625

The Construction Contingency and Construction Engineering, Materials Testing and Inspection in the proposed budget are estimates and will only be expended as expenses are incurred.

This project is identified in the adopted Fiscal Year 2016-17 budget and sufficient funding is available in account number 240-00-000-306.44030_000 "Minor Equipment Miscellaneous."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves installation of small equipment resulting in minor modifications to the exterior of the structures. In accordance with Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA) Guidelines, this project is categorically exempt from the provisions of CEQA due to the fact that this project consists of the installation of small pieces of equipment at existing facilities and only makes minor modifications to the exterior of the structures.

7. ALTERNATIVES:

- A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA.
- B. Reject all bids submitted for this project. Staff does not recommend this alternative because this project is needed to vent the exhaust emitted from the fire engines while located in the fire station engine bays directly outside, thus eliminating the exhaust particulates to settle and accumulate within the fire station engine bays.

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Fire Station Exhaust Removal System
 PROJECT NUMBER: 16-38
 BID OPENING: Tuesday, October 11, 2016
 2:00 PM

ANTICIPATED COUNCIL AWARD DATE: November 15, 2016

1

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Air Exchange, Inc.	
				Unit Price	Total	Unit Price	Total
1	Fire Station #1	LS	1	\$65,000.00	\$65,000.00	\$65,204.51	\$65,204.51
2	Fire Station #2	LS	1	\$52,500.00	\$52,500.00	\$55,293.32	\$55,293.32
3	Fire Station #3	LS	1	\$52,500.00	\$52,500.00	\$55,293.32	\$55,293.32
4	Fire Station #4	LS	1	\$20,000.00	\$20,000.00	\$16,376.11	\$16,376.11
Total =					\$190,000.00		\$192,167.26

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-38 Fire Station Exhaust Removal System

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

AIR EXCHANGE, INC.
495 EDISON COURT, SUITE A
FAIRFIELD, CA 94534-1683

hereinafter called "Contractor" on this 15th 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 15, 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: provide and install speciality equipment for the purpose of removing exhaust, as identified on the project plans, all structural, mechanical and electrical modifications to the existng fire stations to support the installation of the speciality equipment and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work

shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 16-38, "Fire Station Exhaust Removal System ."**

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 **One Hundred Ninety Two Thousand One Hundred Sixty Seven and 26/100ths Dollars (\$192,167.26)**. Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **Rights Of City To Increase Working Days:**

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **Option Of City To Terminate Agreement In Event Of Failure To Complete Work:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **Delay Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Five Hundred** and no/100ths Dollars (**\$500.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as

reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the

Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

- 2.1. Rented from equipment business the Contractor does not own.
- 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 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.

(5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If

Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Builder's Risk: Not Required.
 - (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer,

broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

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

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the

execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6,

Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Nathan Bray
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6035
E-mail: nbray@turlock.ca.us

32. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

33. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

34. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 36 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.

AIR EXCHANGE, INC.

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. 16-38, "Fire Station Exhaust Removal System ,"** 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. 16-38, "Fire Station Exhaust Removal System ,"** 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. 16-38 "FIRE STATION }
EXHAUST REMOVAL SYSTEM" IS EXEMPT }
FROM THE PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15303 }
(NEW CONSTRUCTION OR CONVERSION OF }
SMALL STRUCTURES) 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 15303 (New Construction or Conversion of Small of Structures) of the CEQA Guidelines categorically exempts projects that consist of the installation of small equipment within an existing facility and only minor modifications are made to the exterior of the structure; and

WHEREAS, the purpose of City Project No. 16-38 "Fire Station Exhaust Removal System" is to install exhaust removal equipment in each of the four (4) fire stations; and

WHEREAS, the installation of the exhaust removal equipment will result in minor modifications to the exterior of the structure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-38 "Fire Station Exhaust Removal System" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 15th 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