

City Council Agenda



DECEMBER 13, 2016

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Gary Soiseth

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

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

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

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

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

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

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

5:00 p.m. – 6:00 p.m. – Reception honoring incoming and outgoing Councilmembers, City Treasurer, and City Clerk

1. **A. CALL TO ORDER**
- B. SALUTE TO THE FLAG**
- C. RECOGNITION OF OUTGOING COUNCILMEMBER STEVEN NASCIMENTO**

2. **ELECTION RESULTS**
 - A. Oath of Office for City Clerk
 - B. *Resolution:* Reciting the facts of the General Municipal Election held in said City of Turlock on the 8th day of November, 2016, declaring the results thereof and such other matters as are provided by law
 - C. Oath of Office for City Councilmembers
 - D. Oath of Office for City Treasurer
 - E. Special Oath administered by the Honorable Ruben A. Villalobos
 - F. New Council Seated

3. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

- A. Proclamation: Retirement of City Employee, Kellie Weaver, Executive Assistant to the City Manager/City Clerk
- B. Appointment: Vice Mayor
- C. Appointment: San Joaquin Valley Air Pollution Control District Valley-Wide Special City Selection Committee – Member and Alternate Member
- D. Appointment: Stanislaus Council of Governments (StanCOG) – Alternate Member
- E. Appointment: Turlock Public Library Partnership – Council Representative
- F. Presentation: Turlock Firefighters Local 2434 Breast Cancer Awareness Update

4. A. SPECIAL BRIEFINGS: None**B. STAFF UPDATES**

- 1. Policy Goals and Implementation Plan (*Executive Staff*)
- 2. Capital Projects and Building Activity (*Pitcock*)
- 3. Pet of the Month (*Animal Control*)
- 4. Public Safety Briefing (*Amirfar/Tallon*)

C. PUBLIC PARTICIPATION

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

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

5. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS****6. 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 10/27/16 in the amount of \$1,052,979.01; Demands of 11/03/16 in the amount of \$232,282.85; Demands of 08/31/16 in the amount of \$1,496,888.76
- B. Motion: Accepting Minutes of Special Meeting of November 15, 2016
- C. 1. Motion: Approving Contract Change Order No. 2 (Final) for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive," in the decreased amount of \$28,800, bringing the contract total to \$272,518.04

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2. *Motion*: Accepting improvements for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive" and authorizing the City Engineer to file a Notice of Completion
- D. 1. *Resolution*: Determining City Project No. 15-51 "Street Tree Replacement" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an Agreement, in the amount of \$77,792 (Fund 246), with Landology, Inc. of Lincoln, California, for City Project No. 15-51 "Street Tree Replacement"
3. *Resolution*: Appropriating \$98,850 to account number 246-60-600.44001_263 "Supplies Street Tree Replacement" to be funded from Fund 246 "Landscape Assessment" reserves for City Project No. 15-51 "Street Tree Replacement" to complete the necessary funding required for this project
- E. 1. *Resolution*: Determining City Project No. 16-37A "Fire Department Live Fire Training Facility" 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
2. *Motion*: Awarding bid and approving an Agreement, in the amount of \$188,000 (Fund 305), with Richard Townsend Construction of Oakdale, California, for City Project No. 16-37A "Fire Department Live Fire Training Facility"
3. *Resolution*: Appropriating \$215,500 to account number 305-40-443.51270 "Construction Project" to be funded using \$179,000 of unappropriated reserves in Fund 305 "CFF-Fire" and \$36,500 from Fund 116 "Special Public Safety – Fire"; and appropriating \$36,500 in Fund 116 "Special Public Safety – Fire" and transferring these monies to Fund 305 "CFF – Fire" for City Project No. 16-37A "Fire Department Live Fire Training Facility" to complete the necessary funding required for this project
- F. *Motion*: Approving the purchase and delivery of one (1) 2017 Ford Transit T-150 passenger vehicle for use in the administration and management of transit services from Downtown Ford Sales in Sacramento, California, under a leveraged procurement agreement through the State of California (Contract No. 1-16-23-23), in the amount of \$36,741.97 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(5)
- G. *Motion*: Approving an Agreement between the City of Turlock and Turlock Community Theatre, Inc. for the purpose of utilizing the Turlock Community Theatre for recreation dance classes and the end of session recital
- H. *Resolution*: Accepting donations made to the City of Turlock Parks, Recreation and Public Facilities Department from various donors between June and November 2016 in the amount of \$1,362.64 (monetary donations) and \$1,200 (in-kind donations), to be utilized to fund a variety of Parks, Recreation and Public Facilities Department programs, scholarships, and activities
- I. *Resolution*: Authorizing submission of applications for all Department of Resources Recycling and Recovery (CalRecycle) grants for which the City of Turlock is eligible to receive and delegating signing authority to the Mayor, City Manager, or his/her designee of grant documentation for a period of five (5) years
- J. 1. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc. for On-Call Hydrogeological Engineering Services, in an amount not to exceed \$422,250 from account number 420-52-550.43320 "Special Services/Projects"
2. *Resolution*: Appropriating \$422,250 to account number 420-52-530.43320 "Special Services/Projects" from Fund 420 Water Enterprise Operating Reserves to fully fund On-Call Hydrogeological Engineering Services

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- K. 1. Resolution: Rescinding Resolution No. 2005-174 and adopting a new Resolution approving standardization of submersible pumps for the City of Turlock Water Quality Control Facility, for the purchase, repair and service of Flygt submersible pumps and associated parts from Shape, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Sections 2-7-08(b)(3) and 2-7-08(b)(6)
2. Motion: Approving an Agreement with Shape, Inc. for the purchase, repair and service of Flygt brand submersible pumps and associated parts, in an annual amount not to exceed \$25,000
- L. Motion: Approving an Agreement with Santos Machining for metal fabrication services for the City of Turlock Municipal Services Department for a period of twelve (12) months, in an annual amount not to exceed \$10,000
- M. Motion: Approving a Joint Powers Authority Agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency
- N. Motion: Authorizing staff to participate in negotiations establishing the East Turlock Sub-basin Groundwater Sustainability Agency and confirming the City of Turlock's preference to participate as an associate member
- O. Resolution: Appropriating \$34,000 to account number 266-20-255-360.44030_000 "Minor Equipment Miscellaneous" and \$11,000 to account number 266-20-255-360.47095_000 "Training General" from Fund 266 "Police Services Grants – Realignment Funds" reserve balance for additional training and technology related to crime analytics and high tech investigations
- P. Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the third and fourth quarters of Fiscal Year 2015-16 and the first quarter of Fiscal Year 2016-17 in the amount of \$3,846 (monetary donations) and \$2,695 (in-kind donations), to be utilized in support of the City's Crime Prevention Unit and Public Safety Open House
- Q. Motion: Approving an Equipment Exchange Amendment No. 1 to Lease Agreement No. 2106559 from US Bank Equipment Finance for the exchange of one (1) Kyocera TaskAlpha Copier for the Development Services Department (Engineering Division)
- R. Motion: Approving an Addendum to an Agreement between the City of Turlock and MuniServices, LLC (formerly MBIA MuniServices Company), adding insurance requirements for City Contract No. 16-155
- S. Resolution: Rescinding Resolution No. 2016-071 and adopting a new Resolution approving the use of facsimile signatures on specific accounts at Westamerica Bank
- T. Resolution: Rescinding Resolution No. 2016-072 and adopting a new Resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank
- U. Resolution: Adopting the 2017 City Council Meeting Schedule in accordance with Turlock Municipal Code Section 2-1-02
- V. Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson – Bryan, Inc. for the preparation of a Toxicity Reduction Evaluation for Ceriodaphnia dubia, in an amount not to exceed \$27,262, from account number 410-51-530.43316 "NPDES Permit Studies"

7. FINAL READINGS: None

8. 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.

9. SCHEDULED MATTERS

- A. Request to determine the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines and determine the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Association (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e); authorize submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project estimated at \$2,304,493; approve Amendment No. 1 to an Agreement between the City of Turlock and the Turlock Regional Aviation Association to establish a repayment plan to the General Fund in the amount of \$76,747 spread over a fifteen (15) year period in equal installments of \$5,116 per year and discontinue the expense for the City Airport Liaison's time to the Airport Enterprise Fund beginning with the 2016-17 Fiscal Year, between years four (4) and six (6) of the repayment period, Turlock Regional Aviation Association and the City of Turlock will review the term of the repayment period and make adjustments to the repayment period that are mutually agreeable to the Parties, if necessary, to ensure successful repayment of the loan by Turlock Regional Aviation Association; and appropriate \$2,304,493 to account number 401-10-125.51000 "Capital Improvements" anticipated to be funded as outlined in the Resolution to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project and appropriate \$76,747 from General Fund reserves to be transferred to Fund 401 "Airport" to properly account for matching funds for this project. (*Van Guilder*)

Recommended Action:

Resolution: Determining the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines and determining the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Association (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e)

Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project estimated at \$2,304,493

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and the Turlock Regional Aviation Association to establish a repayment plan to the General Fund in the amount of \$76,747 spread over a fifteen (15) year period in equal installments of \$5,116 per year and discontinuing the expense for the City Airport Liaison's time to the Airport Enterprise Fund beginning with the 2016-17 Fiscal Year, between years four (4) and six (6) of the repayment period, Turlock Regional Aviation Association and the City of Turlock will review the term of the repayment period and make adjustments to the repayment period that are mutually agreeable to the Parties, if necessary, to ensure successful repayment of the loan by Turlock Regional Aviation Association

Resolution: Appropriating \$2,304,493 to account number 401-10-125.51000 "Capital Improvements" anticipated to be funded as outlined in the Resolution to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project and appropriating \$76,747 from General Fund reserves to be transferred to Fund 401 "Airport" to properly account for matching funds for this project

- B. Request to reject the City of Modesto's offer to sell three (3) drinking water systems owned and operated by the City of Modesto in the Turlock area to the City of Turlock and direct the City Manager to inform the City of Modesto that the City of Turlock does not wish to purchase these water systems at this time. (Cooke)

Recommended Action:

Motion: Rejecting the City of Modesto's offer to sell three (3) drinking water systems owned and operated by the City of Modesto in the Turlock area to the City of Turlock and directing the City Manager to inform the City of Modesto that the City of Turlock does not wish to purchase these water systems at this time

10. 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.

11. 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.

12. 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.

13. CLOSED SESSION: None

14. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RECITING THE FACTS }
OF THE GENERAL MUNICIPAL ELECTION }
HELD IN SAID CITY OF TURLOCK ON THE }
8TH DAY OF NOVEMBER, 2016, }
DECLARING THE RESULTS THEREOF }
AND SUCH OTHER MATTERS AS ARE }
PROVIDED BY LAW }

RESOLUTION NO. 2016-

WHEREAS, a regular General Municipal Election was held and conducted in the City of Turlock, County of Stanislaus, State of California, on Tuesday, the 8th day of November, 2016, as required by law; and

WHEREAS, notice of said election was duly and regularly given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects said election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

SECTION 1. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (a) the whole number of votes cast in the City; (b) The names of the persons voted for; (c) The measures voted upon, (d) For what office each person was voted for; (e) The number of votes given at each precinct to each person and for and against each measure; (f) The number of votes given in the City to each person and for and against each measure, as set forth in "Exhibit A," attached hereto and made a part of this resolution.

SECTION 2. The City Council does declare and determine that:

1. Gil Esquer was elected Member, City Council – District 2 of said City for the full term of four (4) years.
2. Amy Bublak was elected Member, City Council – District 4 of said City for the full term of four (4) years.
3. Diana Lewis was elected City Treasurer of said City for the full term of four (4) years.

OK for Agenda
Jim ARK

SECTION 3. The City Clerk shall immediately make and, upon compliance by the persons elected with the provision of Section 10265 of the Elections Code of the State of California, shall deliver to each of such persons so elected a certificate of election signed by him/her and duly authenticated; that he/she shall also administer to each person elected, the oath of office prescribed in the State Constitution of the State of California and shall have them subscribe thereto and file the same in his/her office. Whereupon, each and all of said persons so elected shall be inducted into the respective office to which they have been elected.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk
City of Turlock, County of Stanislaus,
State of California

**CERTIFICATE OF CANVASS
AND STATEMENT OF RESULTS
FOR VOTES CAST
FOR A
GENERAL MUNICIPAL ELECTION
HELD IN THE
CITY OF TURLOCK
ON NOVEMBER 8, 2016**

I, Jennifer Land, City Clerk of the City of Turlock, State of California, do hereby certify that I did cause a public canvass on the returns of the votes cast in the General Municipal election held on November 8, 2016, within the interior boundaries of the City of Turlock, and do hereby declare the results thereof as follows:

The total number of votes given in the City to each Candidate is as follows:

Member, City Council – District 2: One (1) to be elected

Gil Esquer 2,201
Jaime Franco 1,234

Member, City Council – District 4: One (1) to be elected

Steven Nascimento..... 2,750
Amy Bublak..... 2,783
Donald Babadalir..... 297

City Treasurer:..... One (1) to be elected

Alex Paul Kiehl..... 8,685
Diana Lewis..... 11,778

Measures Voted Upon:.....

None

VOTING STATISTICS	CITY COUNCIL DISTRICT 2	CITY COUNCIL DISTRICT 4	CITYWIDE
Whole Number of Registered Voters	5,851	8,262	32,497
Whole Number of Ballots Cast	3,876	6,393	24,788
Turnout Percentage	66.25	77.38	76.28

The number of votes given at each precinct to each person is set forth in *Exhibit A*.

Date: December 13, 2016

ATTEST:

Jennifer Land, City Clerk
City of Turlock, County of Stanislaus
State of California



STATEMENT OF THE VOTE

FOR

STANISLAUS COUNTY

STATE OF CALIFORNIA

-CAST AT THE-

PRESIDENTIAL GENERAL ELECTION

-HELD-

TUESDAY, NOVEMBER 8, 2016

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

} ss.

I, LEE LUNDRIGAN, County Clerk Recorder & Registrar of Voters, of the above named county, in accordance with the provisions of Section 15301 of the California Elections Code, do hereby certify that the within is a true and correct statement of result of the votes cast in this county at the Presidential General Election as determined by the official canvass of the returns of said election.

Witness my hand and seal, this 5th day of December 2016.

Lee Lundrigan
County Clerk Recorder & Registrar of Voters
County of Stanislaus
State of California





**OFFICE OF COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS
ELECTIONS DIVISION**

LEE LUNDRIGAN
*Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage*

*Elections: 1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802*

**CERTIFICATION OF
COUNTY CLERK RECORDER
& REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS OF THE
NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION**

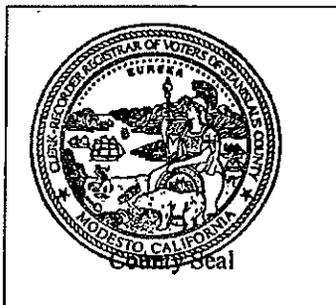
STATE OF CALIFORNIA

COUNTY OF STANISLAUS

} ss.

I, LEE LUNDRIGAN, County Clerk Recorder & Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 8, 2016, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 5th day of December 2016 at the County of Stanislaus.



Lee Lundrigan
County Clerk Recorder & Registrar of Voters
County of Stanislaus
State of California



**OFFICE OF COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS
ELECTIONS DIVISION**

LEE LUNDRIGAN
Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage

Elections: 1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802

**HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL**

STATE OF CALIFORNIA }
COUNTY OF STANISLAUS } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483), I, Lee Lundrigan, County Clerk Recorder & Registrar of Voters for the County of Stanislaus, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Presidential General Election held on the 8th day of November 2016, in the County of Stanislaus, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 5th day of December 2016 in the County of Stanislaus.



Lee Lundrigan
County Clerk Recorder & Registrar of Voters
County of Stanislaus
State of California



**OFFICE OF COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS
ELECTIONS DIVISION**

LEE LUNDRIGAN
*Clerk-Recorder, Registrar of Voters &
Commissioner of Civil Marriage*

*Elections: 1021 "I" Street, Suite 101, Modesto, CA 95354
Telephone: 209.525.5200
Facsimile: 209.525.5802*

1% Post Election Manual Tally Report
Presidential General Election – November 8, 2016

The Stanislaus County 1% Post Election Manual Tally identified no discrepancies between the machine count and the manual tally. Elections Code 15360(e)

	R E G I S T E R E D	V O T E R S L I S T S O F T S E S	B C A A L T O T A L S	T P U E R R N C O E U N T Y T O T A L S	City of Turlock, Member, City Council - District 2			
					G E I S L Q U E R (NON)	J F A R I A M N E C O (NON)	O V V O T E R S	U V N O T E D R E S T S
10 PRECINCTS								
COUNTY TOTAL	5851	3876	66.25	2201	1234	0	422	
VOTING PRECINCTS	5851	3876	66.25	2201	1234	0	422	
BD OF EQUALIZATION 1	5851	3876	66.25	2201	1234	0	422	
BOARD TOTAL	5851	3876	66.25	2201	1234	0	422	
CONGRESSIONAL 10	5851	3876	66.25	2201	1234	0	422	
CONGRESSIONAL TOTAL	5851	3876	66.25	2201	1234	0	422	
SENATORIAL DISTRICT 8	5851	3876	66.25	2201	1234	0	422	
SENATORIAL TOTAL	5851	3876	66.25	2201	1234	0	422	
2ND SUPERVISORIAL	5851	3876	66.25	2201	1234	0	422	
SUPERVISORIAL TOTAL	5851	3876	66.25	2201	1234	0	422	
TURLOCK	5851	3876	66.25	2201	1234	0	422	
CITY TOTAL	5851	3876	66.25	2201	1234	0	422	

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		R V		T P	City of Turlock, Member, City Council - District 2			
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		G T		R R				
		I E	B C	N C	G E	J F		
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		T S	L S	U N	L Q	I A	O V	U V
		E	L T	T T	U	M N	V O	N O
		R	O	A	E	E C	E T	D T
		E	T	G	R	O	R E	E E
10 PRECINCTS		D	S	E	(NON)	(NON)	S	R S
0129	128001 TURLOCK 1.2.	851	506	59.46	309	146	0	49
0130	128003 TURLOCK 3.41	270	157	58.15	72	63	0	21
0131	128004 TURLOCK 4.7C	432	241	55.79	139	83	0	18
0144	128030 TURLOCK 30.3	439	211	48.06	110	81	0	19
0210	928021 TURLOCK 21	68	53	77.94	27	14	0	12
0212	928033 TURLOCK 33	25	22	88.00	8	10	0	2
0347	AV 128001 TURLOCK 1	1678	1247	74.31	710	372	0	157
0348	AV 128003 TURLOCK 3	589	412	69.95	236	129	0	46
0349	AV 128004 TURLOCK 4	838	608	72.55	361	186	0	59
0362	AV 128030 TURLOCK 3	661	419	63.39	229	150	0	39
GRAND TOTALS		5851	3876	66.25	2201	1234	0	422

			City of Turlock, Member, City Council - District 4					
	R E G I S T E R E D	V O T E S	T P U E R R E N C E O E U N T T A G E	S N T A E S V C E I N M E N T O (NON)	A B M U Y B L A K (NON)	D B O A N B A A L D D A L I R (NON)	O V V O E T R E S	U V N O D T E E R S
10 PRECINCTS								
COUNTY TOTAL	8262	6393	77.38	2750	2783	297	5	548
VOTING PRECINCTS	8262	6393	77.38	2750	2783	297	5	548
BD OF EQUALIZATION 1 BOARD TOTAL	8262	6393	77.38	2750	2783	297	5	548
CONGRESSIONAL 10 CONGRESSIONAL TOTAL	8262	6393	77.38	2750	2783	297	5	548
SENATORIAL DISTRICT 8 SENATORIAL TOTAL	8262	6393	77.38	2750	2783	297	5	548
2ND SUPERVISORIAL SUPERVISORIAL TOTAL	8262	6393	77.38	2750	2783	297	5	548
TURLOCK CITY TOTAL	8262	6393	77.38	2750	2783	297	5	548

City of Turlock, Member, City Council - District 4

	R E G I S T E R E D	V O T E R S	B C A A L T S	T P U E R R E N C E O E U N T T A G E	S N T A E S V C E I A B M U E Y B L A K (NON)	D B O A N B A A L D D A L I R (NON)	O V V O E T R E S	U V N O D T E E R S
10 PRECINCTS								
0136 128013 TURLOCK 13,4	752	526	69.95	268	209	20	1	27
0137 128014 TURLOCK 14,1	290	170	58.62	76	78	5	0	11
0138 128015 TURLOCK 15A,1	778	537	69.02	207	269	24	1	34
0141 128025 TURLOCK 25,3	396	270	68.18	102	134	8	1	25
0146 128044 TURLOCK 44,5	385	278	72.21	111	120	19	0	28
0354 AV 128013 TURLOCK 1	1715	1434	83.62	630	617	62	0	122
0355 AV 128014 TURLOCK 1	623	476	76.40	166	222	22	2	63
0356 AV 128015 TURLOCK 1	1602	1337	83.46	608	540	72	0	115
0359 AV 128025 TURLOCK 2	850	688	80.94	290	294	24	0	80
0364 AV 128044 TURLOCK 4	871	677	77.73	292	300	41	0	43
GRAND TOTALS	8262	6393	77.38	2750	2783	297	5	548

	R E G I S T E R E D	V O T E R S E L I G I B L E	B C A A L S L T O T A L	T P U E R R N C O E U N T Y T O T A L	City of Turlock, Treasurer			
					A P K L A I E U E X L H L (NON)	D L I E A W N I A S (NON)	O V V O V O R E S	U V N O D T E E R S
41 PRECINCTS								
COUNTY TOTAL	32497	24788	76.28		8685	11778	8	4231
VOTING PRECINCTS	32497	24788	76.28		8685	11778	8	4231
BD OF EQUALIZATION 1	32497	24788	76.28		8685	11778	8	4231
BOARD TOTAL	32497	24788	76.28		8685	11778	8	4231
CONGRESSIONAL 10	32497	24788	76.28		8685	11778	8	4231
CONGRESSIONAL TOTAL	32497	24788	76.28		8685	11778	8	4231
SENATORIAL DISTRICT 8	32497	24788	76.28		8685	11778	8	4231
SENATORIAL TOTAL	32497	24788	76.28		8685	11778	8	4231
2ND SUPERVISORIAL	32497	24788	76.28		8685	11778	8	4231
SUPERVISORIAL TOTAL	32497	24788	76.28		8685	11778	8	4231
TURLOCK	32497	24788	76.28		8685	11778	8	4231
CITY TOTAL	32497	24788	76.28		8685	11778	8	4231

		R V	T P	City of Turlock, Treasurer				
		E O	U E					
		G T	R R					
		I E	N C					
		S R	O E	A P K	D L			
		T S	U N	L A I	I E	O V	U V	
		E	T T	E U E	A W	V O	N O	
		R	A	X L H	N I	E T	D T	
		E	G	L	A S	R E	E E	
41 PRECINCTS		D	S	(NON)	(NON)	S	R S	
0129	128001 TURLOCK 1.2.	851	506	59.46	226	199	0	79
0130	128003 TURLOCK 3.41	270	157	58.15	64	59	0	32
0131	128004 TURLOCK 4.7C	432	241	55.79	95	117	1	26
0132	128005 TURLOCK 5.7A	646	385	59.60	154	144	0	87
0133	128006 TURLOCK 6.10	614	401	65.31	127	198	0	74
0134	128008 TURLOCK 8.9.	697	555	79.63	157	299	0	98
0135	128012 TURLOCK 12.1	588	461	78.40	136	246	0	78
0136	128013 TURLOCK 13.4	752	526	69.95	184	248	1	92
0137	128014 TURLOCK 14.1	290	170	58.62	65	75	0	29
0138	128015 TURLOCK 15A.	778	537	69.02	207	219	0	110
0139	128016 TURLOCK 16B.	772	501	64.90	207	203	0	89
0140	128022 TURLOCK 22.2	647	433	66.92	139	214	0	77
0141	128025 TURLOCK 25.3	396	270	68.18	100	131	0	39
0142	128028 TURLOCK 28B.	541	370	68.39	126	172	0	70
0143	128029 TURLOCK 29.3	326	255	78.22	93	110	0	52
0144	128030 TURLOCK 30.3	439	211	48.06	81	96	0	34
0145	128038 TURLOCK 38.5	451	350	77.61	105	182	0	61
0146	128044 TURLOCK 44.5	385	278	72.21	107	106	0	65
0147	128048 TURLOCK 48.5	276	113	40.94	40	49	0	24
0210	928021 TURLOCK 21	68	53	77.94	25	18	0	10
0211	928023 TURLOCK 23.5	162	140	86.42	38	83	0	18
0212	928033 TURLOCK 33	25	22	88.00	11	9	0	2
0347	AV 128001 TURLOCK 1	1678	1247	74.31	485	572	0	184
0348	AV 128003 TURLOCK 3	589	412	69.95	169	175	0	66
0349	AV 128004 TURLOCK 4	838	608	72.55	245	286	0	77
0350	AV 128005 TURLOCK 5	1208	925	76.57	348	452	2	117
0351	AV 128006 TURLOCK 6	1287	1059	82.28	324	540	0	189
0352	AV 128008 TURLOCK 8	1639	1470	89.69	445	809	0	214
0353	AV 128012 TURLOCK 1	1863	1661	89.16	484	913	1	256
0354	AV 128013 TURLOCK 1	1715	1434	83.62	537	619	0	275
0355	AV 128014 TURLOCK 1	623	476	76.40	183	204	0	88
0356	AV 128015 TURLOCK 1	1602	1337	83.46	490	617	0	224
0357	AV 128016 TURLOCK 1	1722	1363	79.15	445	691	0	223
0358	AV 128022 TURLOCK 2	1439	1171	81.38	390	566	1	210
0359	AV 128025 TURLOCK 2	850	688	80.94	263	285	1	138
0360	AV 128028 TURLOCK 2	1269	1025	80.77	336	486	0	197
0361	AV 128029 TURLOCK 2	1048	919	87.69	291	460	0	167
0362	AV 128030 TURLOCK 3	661	419	63.39	189	166	1	62
0363	AV 128038 TURLOCK 3	789	707	89.61	238	338	0	128
0364	AV 128044 TURLOCK 4	871	677	77.73	241	321	0	112
0365	AV 128048 TURLOCK 4	400	255	63.75	95	101	0	58
GRAND TOTALS		32497	24788	76.28	8685	11778	8	4231

**IN HONOR OF
THE RETIREMENT OF
KELLIE E. WEAVER
EXECUTIVE ASSISTANT TO THE CITY MANAGER/CITY CLERK
AUGUST 1983 – DECEMBER 2016**

WHEREAS, Kellie E. Weaver began her career with the City of Turlock as a Data Entry Clerk in the Police Department on August 15, 1983; and

WHEREAS, on December 1, 2011, Kellie was promoted to Executive Assistant to the City Manager/City Clerk; and

WHEREAS, Kellie has been instrumental in skillfully administering and coordinating operations and activities within the City Manager, City Council, and City Clerk Offices; and

WHEREAS, during Kellie's tenure with the City of Turlock, she has consistently performed above and beyond expectations, holding a high regard for proficiency and professionalism; and

WHEREAS, Kellie has faithfully and conscientiously served the City of Turlock and its citizens for 33 years by providing invaluable technical and analytical support and quality customer service; and

WHEREAS, upon her retirement on December 30, 2016, Kellie will take an irreplaceable wealth of knowledge with her and leave behind a legacy of exemplary public service; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Kellie E. Weaver for meritorious service, loyalty, and unwavering dedication to the City of Turlock and wishes her much happiness as she begins this exciting new chapter in her life.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby commend **Kellie E. Weaver, Executive Assistant to the City Manager/City Clerk** for her many years of valuable service and express our sincere thanks and appreciation on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 13th day of December 2016.

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



Completed
 Stopped or No
 On schedule
 Behind schedule

MASTER REPORT
Mayor and City Council Policy Goals & Implementation Plan 2015-19
Adopted September 22, 2015
Tracking & Status Update for December 13, 2016 City Council Meeting

Policy Goal #1 - Effective Leadership

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
1.1.1	Notable Event Notices	Daily	Ongoing	n/a		All Depts	In progress
1.1.2	Emerging Issues Notices	Weekly	Ongoing	n/a		All Depts	In progress
1.1.3	HIPLINK Notifications	As needed	Ongoing	n/a		All Depts	In progress
1.1.4	Communicate Relevant info	As needed	Ongoing	n/a		All Depts	In progress
1.2.1	Provide Resources for Employee Advancement	Quarterly	Ongoing			Admin Serv	Customer Service Academy Feb-Nov 2016
1.2.2	Track Internal Recruitments	Quarterly	Ongoing	1-Apr-2016		Admin Serv	Qtr End 12/2015 provided at 1/26/16 CC mtg. Compiling Jan-June 2016.
1.2.3	Prepare for Key Vacancies and Retirements during Budget Process	Annually		Ongoing		All Depts	First succession planning mtg was July 2016 with monthly mtgs following.
1.2.4	Fill Fire Chief Vacancy	1-Dec-2015	1-Dec-2015	n/a		Admin Serv	COMPLETED
1.2.5	Complete Recruitment Process within 60-days	1-Apr-2016	In progress	1-Oct-2016		Admin Serv	2015 Recruitment progress reported at 1/26/16 CC mtg. Jan-June 2016 update schedule for Sept/Oct CC Mtg.
1.3.1	Adopt Policy Goals and Implementation Plan	1-Sep-2015	22-Sep-2015	n/a		Council	COMPLETED
1.3.2	Reference Plan in all Agenda Items	Ongoing	Ongoing			All Depts	Reference to Plan is on synopsis staff reports.
1.3.3	Review and update Plan after each Election	After Election		30-Nov-2016		Council	
1.3.4	Staff Meetings to review Plan Progress	Weekly	Ongoing			All Depts	
1.4.1	Foster Community Connections - launch Institute for Local Government (ILG)	30-Sep-2015				Econ Dev	On hold
1.4.2	Coordinate and Support Community Events	Ongoing	Ongoing			All Depts	
1.4.3	Leadership Turlock	1-Sep-2015	n/a			Council	Cancelled by Chamber of Turlock 7/2015.
1.4.4	Mayor's Youth Conference	1-Oct-2016				Council	Scheduled for 10/27/16.
1.4.5	Update Council on new Initiatives that bring Community & Education together	Quarterly	Ongoing			All Depts	OnTrac begins 9/2016, CSU Internship program established w/an annual agreement.

4B1

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Completed
 Stopped or No
 On schedule
 Behind schedule



Policy Goal #2 - Fiscal Responsibility

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
2.1.1	Mid-Year Budget Review - Consider More Accurate Revenue & Expenditures	1-Jan-2016		1-Jan-2017		Admin Serv	Planned Feb. 2016
2.1.2	Adopt Balanced Budget FY2017/18 & FY2018/19	1-Jul-2017		1-Jul-2017		Admin Serv	
2.2.1	Contracts - Master Index created & monitored	1-Mar-2016	Ongoing			Admin Serv	Purchased contract module for New World. User training scheduled Augus 23-25, 2016. Anticipate mplementing Sept./Oct. 2016.
2.3.1	Budget Updates - Projections to Actuals Qrtly	1-Dec-2015	1-Jun-2016			Admin Serv	COMPLETED. Adopted 2 year budget FY 15/16 & 16/17
2.3.2	Budget Amendments done timely	Ongoing	Ongoing			Admin Serv	
2.3.3	Report on Amended Budget to final	FYE	1-Jun-2016			Admin Serv	COMPLETED. Adopted 2 year budget FY 15/16 & 16/17.
2.4.1	Grant Status Update -Grants Pursued	Quarterly		1-Dec-2015		All Depts	
2.5.1	Adequately Fund CIP During Budget	1-Jul-2017	1-Mar-2016	1-Jul-2018		Dev Serv	Update process started Jan 2016.
2.6.1	Sewer & Water Rate Adequacy Report	25-Oct-2016		25-Oct-2016		Muni Serv	Consultant Hired 8/16. Report to Council on 10/25/16
2.6.2	Water Rate Discussion	1-Nov-2015		n/a		Muni Serv	see 2.6.1 & 4.1.1
2.7.1	User Friendly Financial Data -Identify Users & Users Needs	1-Jan-2016	Ongoing	n/a		Admin Serv	Identifying low cost approach.
2.7.2	Identify Methods Making Financial Data More Accessible w/o Financial Burden	Ongoing	Ongoing			Admin Serv	Identifying low cost approach.
2.7.3	New Website - Showcase Financial Data from 2-year Budget	1-Jan-2016	Ongoing			Admin Serv	New Website went live 2/2016. Still adding financial data.

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Completed
 Stopped or No
 On schedule
 Behind schedule

Policy Goal #3 - Public Safety

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
3.1.1	Implement Three-Phase Staffing Plan	1-Jul-2018		FY 17/18	On schedule	Police	Funding not allocated in FY16/17.
3.1.2	Achieve 1.5 officers per thousand ratio	1-Jul-2019		1-Jul-2017	Behind schedule	Police	Need 30 additional allocated positions. No additional positions funded in FY16/17.
3.1.3	Discuss Permanent Ladder Truck Staffing	1-Jan-2016		1-Jan-2017	Behind schedule	Fire	Funding strategy to be addressed in strategic plan.
3.1.4	Station 5 feasibility Study & Staffing Plan	see notes			On schedule	Fire	Complete when Morgan Ranch Master Plan is at 50% build out.
3.1.5	Fill 3 vacancies at Station 3	1-Jan-2016	1-Apr-2016		Completed	Fire	COMPLETED. 3 new FF hired April 2016.
3.1.6	Review the Operations Chief Position	1-Mar-2016	1-Apr-2016		Completed	Fire	COMPLETED. Position filled June 1, 2016.
3.1.7	Develop Partnerships w/Medical Service Providers	1-Jan-2017		Ongoing	On schedule	Fire	Working with AMR/EMC.
3.1.8	Implement Community Facilities Dist No. 3	1-Jul-2016			Behind schedule	Dev Serv	COMPLETED. CFD #2 review is nearing completion and it appears the mitigation fee has been determined to be adequate.
3.2.1	Part One Crimes - Reduce by 5% over life of Plan	1-Jan-2019		1-Jan-2017	On schedule	Police	2014 - 41.59 & 2015 - 44.10
3.2.2	Response Time - 5 minute Priority One Calls	1-Jan-2019			On schedule	Police	2014 - 7.36 & 2015 - 7.23
3.2.3	Provide operational report to Council each 24-hr	1-Jul-2016	Ongoing	Daily	On schedule	Police	Providing 24-hr report to Council.
3.2.4	Hire Analyst - provide monthly crime stat report	1-Jul-2016	1-Dec-2015		Completed	Police	COMPLETED
3.2.5	Fire Prevention Efforts in Dept's Annual Report	Annually		1-Feb-2017	On schedule	Fire	On schedule
3.2.6	Neighborhood Services Activity Report every 24 hr	Ongoing		Daily	On schedule	Fire	Included in BC daily report.
3.2.7	Neighborhood Services Stats in Dept Annual Report	Annually		1-Feb-2017	On schedule	Fire	On schedule
3.2.8	Emergency Medical Activities Report every 24-hr	Ongoing	Ongoing	Daily	On schedule	Fire	Included in BC daily report.

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Completed
 Stopped or No
 On schedule
 Behind schedule

Policy Goal #3 - Public Safety (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
3.2.9	Emergency Medical Stats in Dept Annual Report	Annually		1-Feb-2017		Fire	On schedule
3.3.1	Public Safety Training Grounds - Funding Strategies	1-Jul-2016		1-Jul-2017		Fire	Identifying funding strategies through CFF/Ops Budget.
3.3.2	Training Burn Bldg - Repair or Replace	1-Apr-2016		1-Jan-2017		Fire	Demolition completed 8/16. Advertise for Bids 10/5. Open Bids 10/18. Award Bid 11/15.
3.3.3	CAD & RMS - identify replacement or upgrade	1-Aug-2017		1-May-2017		Police	Committee continues to work toward recommendation.
3.3.4	Body-worn camera system - identify system	1-Apr-2017		1-Apr-2017		Police	Preparing for field testing.
3.3.5	Replacement radio system - identify system	1-Jan-2018		1-Feb-2017		Police	Progress Update in 2/2017 to Council.
3.4.1	Identify partnerships w/medical service providers	1-Jul-2016				Fire	Partnerships in place with AMR and EMC to cover reimbursement of various costs.
3.4.2	Healthcare Delivery Plan - develop	1-Jan-2017				Fire	

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Completed
 Stopped or No
 On schedule
 Behind schedule

Policy Goal #4 - Municipal Infrastructure

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.1.1	Regional Drinking Water Project - develop cost estimates and rate analysis	1-Nov-2015	1-Apr-2016	1-Oct-2016	Behind schedule	Muni Serv	SRWA hired West Yose Assoc. as Program Mgr to advance. Cost estimates and preliminary rate impacts expected early 2017.
4.1.2	Exceed Water Conservation Standards (State/Federal)	1-Nov-2015	15-Nov-2016	16-Dec-2016	Behind schedule	Muni Serv	Turlock adopted a 20% conservation standard with the revised new regulations adopted by State on May 18, 2016. Turlock had a conservation rate of 19% for October 2016.
4.1.3	Report - outline of the short-term capacity and water quality improvements needed to meet or exceed State Standards prior to the development of surface water supply	1-Jul-2016	9-Aug-2016	Ongoing	Completed	Muni Serv	1) Wood Rodgers Report; 2) RFP for Hydrogeologic Services
4.2.1	Report - develop surface water supply, increase use of non-potable , reclaimed and recycled water and maximize conservation to allow for recovery of the aquifer	1-Dec-2016	1-Apr-2016		On schedule	Muni Serv	Programs in place and progressing towards completion.
4.2.2	Form Groundwater Sustainability Agency with regional partners; 1) GSA Participation Recommendation to City Council 10/11/16	1-Dec-2016	Ongoing	Ongoing	On schedule	Muni Serv	1) GSA Participation Recommendation to City Council 10/11/16. JPA ratification January 2017.
4.2.3	Complete a Groundwater Mgmt Plan with regional partners	1-Jan-2020			On schedule	Muni Serv	Follows GSA. See 4.2.2
4.3.1	Explore options to use recycled water on medians, public spaces, etc.	1-Jan-2016	1-Jul-2017		Completed	Muni Serv & Parks Rec	COMPLETED - Public recycled water fill station
4.3.2	Develop a plan to increase water reclamation and develop additional water resources to expand volume of recycled water available for beneficial reuse	1-Dec-2017			On schedule	Muni Serv	Scheduled for 2017

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Completed
 Stopped or No
 On schedule
 Behind schedule



Policy Goal #4 - Municipal Infrastructure (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.3.3	Complete construction of the North Valley Regional Recycled Water Project (NVRWWP)	1-Jul-2019				Muni Serv	Final institutional agreement approved 8/9/16. Award design 1/24/17. Still awaiting final resolution on water rights & See 4.3.3
4.3.4	Remove all wastewater discharges from San Joaquin River	1-Dec-2019				Muni Serv	
4.3.5	Provide recycled water to TID consistent with the City's commitment to the Regional Surface Water Supply Project	1-Dec-2020				Muni Serv	TID and its consultant working with City and Regional Water Quality Control Board on regulatory approval.
4.4.1	Complete design of Clarifier No. 5 -Wastewater Treatment	1-Sep-2016				Muni Serv & DSD	Project under design. 95% design complete. 100% design projected 12/2016.
4.4.2	Adopt Master Plan for WWTF including EIR	1-Jan-2017				Muni Serv	COMPLETED- Master Plan completed, no EIR necessary.
4.5.1	Adopt Master Plan for Storm Drain and Sewer Master Plans including EIR	1-Jan-2017	22-Mar-2016			Dev Serv	COMPLETED - Master Plan adopted 3/22/16 with fees adopted 4/12/16
4.5.2	Implement all of Phase II MS4 Storm Water Regulations City-wide	1-Dec-2018				Muni Serv	On track
4.6.1	Provide a roadway conditions report with local funding strategies to City Council	1-Jan-2016	26-Jan-2016			Dev Serv	COMPLETED
4.7.1	Fulkerth Interchange shovel ready w/funding	1-Jan-2016	Jan 2016			Dev Serv	Initial strategy shows a \$3m funding gap. Continue identify additional funding. Plans 90% complete. 4 right of way acq remain
4.8.1	Traffic Calming Program present for adoption	1-Nov-2015	8-Dec-2015			Dev Serv	COMPLETED

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Completed
 Stopped or No
 On schedule
 Behind schedule



Policy Goal #4 - Municipal Infrastructure (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.9.1	Multi Dept software RFP for maintenance records	1-Jan-2016				Multi	Contract awarded 5/24/16. Pilot implementation underway.
4.9.2	ADA Transition Plan - enter needs into planned maintenance component to track progress	1-May-2016	1-Mar-2016	Annually		Dev Serv	Same as 4.23.1 below
4.9.3	Add in regular & scheduled maintenance into software program to ensure all maintenance is included in the annual work plan	1-May-2016		1-Dec-2016		Multi	Contract awarded. Project underway. Development meetings held on August 10th & 17th, 2016
4.10.1	Issue RFP to identify consultant to prepare Recreation Feasibility Study	1-Sep-2015	9-Feb-2016			Recreation	COMPLETED
4.10.2	Hold public meetings to identify recreation needs in coordination with Recreation Feasibility Study	1-Nov-2015	16-Mar-2016			Recreation	COMPLETED - 4 Public meetings have been held to date
4.10.3	After completion of Recreation Feasibility Study - work w/public & private partnerships to develop opportunities and needs identified in study	1-Jul-2016		27-Sep-2016		Recreation	Request to Council to extend contract to reissue the survey and solicit additional community input
4.11.1	Sidewalk & Street Tree Ordinance - Ad Hoc Committee meet and review. Consideration will be given to require sidewalk & tree inspection prior to property transfer	1-Nov-2015	1-Jul-2016			Ad Hoc Comm	COMPLETED - Staff continue to do community education
4.11.2	City Council will take action to either reaffirm both Ordinances or update existing Ordinance language	1-Jan-2016	12-Jan-2016			Ad Hoc Comm	COMPLETED- Staff continue to do community education
4.12.1	Crack sealing pilot project- design, bid, award and construct and report back to Council	1-Jun-2016		27-Sep-2016		Dev Serv	Project converted to slurry seal. Project was awarded by City Council on 9/27/16. Construction to follow in Spring

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Policy Goal #4 - Municipal Infrastructure (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.13.1	W. Main Street Downtown Entrance Corridor Project - Beautify and improve through RSTP or other identified funding	Spring 2016				Dev Serv	Initial public mtg held Jan 2016. Second mtg held March 2016. Received very differing opinions from the two mtgs. Plan to have a third and final public mtg
4.13.1.1	Phase I Entrance Corridor Project - plan improvement and apply for funding thru StanCOG	1-Apr-2016	1-Apr-2016			Dev Serv	Funding has been identified for FY2018/19 and FY2019/20
4.13.1.2	Phase II Entrance Corridor Project- construct over 2 or more StanCOG funding cycles	FY 2018/19 FY 2019/20				Dev Serv	Funding has been identified for FY2018/19 and FY2019/20
4.14.1	Airport Layout Plan (ALP) - complete & update	1-Dec-2015	In progress	16-Dec-2016		Parks/Rec	Jan-17
4.14.2	Airport Obstruction Survey - complete	1-Feb-2016		16-Dec-2016		Parks/Rec	Completed.
	Runway Widening Design Only Project	16-Dec-2016				Parks/Rec	Grant Submitted
	Runway Widening Design Only Project - Grant Award					Parks/Rec	Completed - Grant awarded 8/16
4.15.1	Runway Widening Project - Phase 1	see below		Spring 2018		Parks/Rec	Delayed until Spring of 2018 - FAA determined environmental information was necessary, therefore missing grant deadline for construction project. City is applying for a design only grant in order to provide FAA with an updated design plan for project.
4.15.1.1	Runway Widening Proj. - proj bid schedule	1-Mar-2016		March 2017		Parks/Rec	Delayed until Spring of 2017
4.15.1.2	Runway Widening Proj. - FAA funds recvd	1-Apr-2016		June 2017		Parks/Rec	Delayed until Spring of 2017
4.15.1.3	Runway Widening Proj. - contract awarded	1-May-2015		July 2017		Parks/Rec	Delayed until Spring of 2017
4.15.1.4	Runway Widening Proj. - construct complete	1-Dec-2016		October 2017		Parks/Rec	Delayed until Spring of 2017
4.16.1	TRAA inc revenue by leasing land for grazing	1-Sep-2015	15-Sep-2016			Parks/Rec	COMPLETED -Mullinex Sheep
4.16.2	TRAA - develop new hangar construction policy	1-Nov-2015		1-Dec-2016		Parks/Rec	In process
4.16.3	TRAA - inc rev by leasing land for trailer storage	1-Jan-2016	Ongoing			Parks/Rec	



Completed
 Stopped or No
 On schedule
 Behind schedule

MASTER REPORT
Mayor and City Council Policy Goals & Implementation Plan 2015-19
Adopted September 22, 2015
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Policy Goal #4 - Municipal Infrastructure (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
4.17.1	TRSC - issue RFP lighting for softball fields	1-Feb-2016		16-Sep-2016	Completed	Parks/Rec	COMPLETED
4.17.2	TRSC - study for lighting softball fields completed	1-Jun-2016		17-Jan-2016	On schedule	Parks/Rec	Mar-17
4.18.1	Pedretti Park lighting Proj - accumulate reserves	1-Sep-2017			Behind schedule	Parks/Rec	Ongoing
4.19.1	Montana Park - Complete Phase 1 construction	1-Jun-2016			Completed	Parks	Notice of Completion to Council March 28, 2017
4.20.1	Brandon Koch Memorial Skate Park - relocate to Donnelly Park	see below			Completed	Parks/Rec	COMPLETED
4.20.1.1	Brandon Koch Memorial Skate Park - relocate to Donnelly Park - accept construction bid	1-Sep-2015	8-Sep-2015		Completed	Parks/Rec	COMPLETED
4.20.1.2	Brandon Koch Memorial Skate Park - relocate to Donnelly Park - relocation completed	1-Mar-2016	16-Aug-2016	24-Sep-2016	Completed	Parks/Rec	Completed - Soft Opening 8/16/16. Grand Opening 9/24/16 from 10am-noon
4.21.1	Christoffersen - Median Turf Replacement Project	see below			Completed	Parks/Rec	COMPLETED
4.21.1.1	Secure \$150K grant funding - Christoffersen Parkway Median	1-Jun-2015			Completed	Parks/Rec	COMPLETED
4.21.1.2	Gap funding identified - Christoffersen Parkway Median	1-Nov-2015			Completed	Parks/Rec	COMPLETED
4.21.1.3	RFP / bid completed - Christoffersen Parkway Median	1-Feb-2016			Completed	Parks/Rec	COMPLETED
4.21.1.4	project completed - Christoffersen Parkway Median	1-Jun-2016			Completed	Parks/Rec	COMPLETED
4.22.1	GIS Base Map - update utilizing record documents	see below			In progress	Dev Serv	In progress
4.22.1.1	Provide scope of work, potential costs, funding options, to Council	1-Oct-2015	27-Oct-2015		Completed	Dev Serv	COMPLETED
4.22.1.2	Improve the GIS Base Map	1-Jan-2018			On schedule	Dev Serv	On schedule
4.22.1.3	Overlay GPS data points for City infrastructure onto GIS Base Map	1-Jan-2019			On schedule	Dev Serv	On schedule
4.23.1	ADA Transitional Plan - update plan, provide Council with annual report listing all improvements completed over past year	1-Jan-2016			On schedule	Dev Serv	On schedule



Completed
 Stopped or No
 On schedule
 Behind schedule

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Policy Goal #5 - Economic Development

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
5.1.1	Visit large sales tax generators annually - provide data and trends report to Council	1-Feb-2016				Econ Dev	6 Visits Completed; Additional site visits scheduled for November 2016
5.1.2	Commercial District outreach & education - Public Safety will include outreach data in Annual Report	Annually		1-Feb-2017		Fire	On schedule
5.1.3	Conduct 10 annual retention visits to base sector employers, report outcomes to Council	1-Feb-2016				Econ Dev	6 Visits Completed
5.1.4	Monitor commercial vacancy rates, report to Council	1-Feb-2016	1-Mar-2016			Econ Dev	COMPLETED
5.2.1	Issue RFP to create Community Marketing Plan	1-Feb-2016		13-Sep-2016		Econ Dev	to Council on 9/13
5.2.2	Launch new City website	1-Jan-2016	2-Feb-2016			IT	COMPLETED
5.3.1	Participate w/TDPOA, Farmer's Market, & TCC	Monthly	Ongoing			Ec Dev & Parks/Rec	Ongoing
5.3.2	Create growth of Transit Occupancy Tax(TOT)	Ongoing	Ongoing			Econ Dev	Hampton Inn opening will create a 20% increase in TOT
5.3.3	Report on growth & revenue to City Council	1-Feb-2016	March 2016	March 2017		Econ Dev/Finance	COMPLETED
5.3.4	Meet w/CSUS & TUSD(educational partners)	Quarterly				Econ Dev	8/31 Scheduled Mtg.
5.3.5	Maintain relationship w/CSUS - Town & Gown, Warrior Wednesday & other special events	Ongoing	Ongoing	Monthly		Ec Dev & Parks/Rec	4th of July Event, Town & Gown Mo. Mtgs., Warrior Wednesday Mo. Mtgs, Festival of Lights
5.3.6	Identify City sponsored events & assign budget	1-Oct-2015				Parks, Rec	4th of July Fireworks
5.3.7	Create a public/private working group to explore and support new business initiatives	1-Jan-2016				Econ Dev	Pending until completion of Econ Dev. Update. RFP to be issued 9/15/16.
5.4.1	Establish a special event permit committee	1-Sep-2015				Parks, Rec	COMPLETED
5.4.2	Complete review of other agencies documents and processes	1-Dec-2015				Dev Serv	COMPLETED
5.4.3	Implement and updated process	1-Feb-2016	10-May-2016			Dev Serv	COMPLETED

MASTER REPORT
Mayor and City Council Policy Goals & Implementation Plan 2015-19
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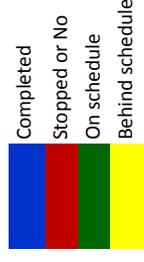


Completed
 Stopped or No
 On schedule
 Behind schedule

Policy Goal #6 - Intelligent, Planned, Managed Growth

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.1.1	Prepare and adopt an update to the Housing Element of the General Plan	see below	see below		Completed	Dev Serv	COMPLETED
6.1.1.1	Complete draft Housing Element	1-Oct-2015	19-Aug-2015		Completed	Dev Serv	COMPLETED
6.1.1.2	Submit draft Housing Element to City Council for adoption, and submit the adopted Housing Element to the State Housing and Community Development Dept. for review	1-Jan-2016	27-Oct-2015		Completed	Dev Serv	COMPLETED
6.1.1.3	Respond to comments from State Housing and Community Dev Dept. and submit any revisions to Planning Commission and City Council	1-Jun-2016	12-Apr-2016		Completed	Dev Serv	COMPLETED
6.2.1	Prepare and update the Northwest Triangle Specific Plan (NWTSP)	see below	see below		Behind schedule	Dev Serv	Delayed, see below.
6.2.1.1	Convene property owners to identify funding strategy to pay for plan update	1-Dec-2015	23-Oct-2015		Completed	Dev Serv	COMPLETED
6.2.1.2	Present funding strategy to City Council	1-Mar-2016	8-Dec-2015		Completed	Dev Serv	COMPLETED
6.2.1.3	Prepare specific plan update and environmental documentation	1-Sep-2016			Behind schedule	Dev Serv	Delayed due to staff assignment to Downtown Parking Study. Currently scheduled to be completed Spring 2017.
6.2.1.4	Complete specific plan process present to Planning Commission & City Council	1-Mar-2017			Behind schedule	Dev Serv	Delayed due to staff assignment to Downtown Parking Study. Currently scheduled to be completed Spring 2017.
6.3.1	Prepare infill master plan for Montana-West area	see below	see below		Stopped or No	Dev Serv	On hold, per City Council direction
6.3.1.1	Work with Housing Program Services Div to identify funding sources to prepare the Montana-West Master Plan	1-Mar-2016	26-Jan-2016	1-Mar-2017	Stopped or No	Dev Serv	On hold per City Council direction. No funding identified. Review again in 12 months
6.3.1.2	Prepare RFP for consideration by City Council, dependent upon funding	1-Jul-2016		1-Jan-2017	Stopped or No	Dev Serv	No funding identified. Review in 12 months

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Policy Goal #6 - Intelligent, Planned, Managed Growth (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.3.1.3	Prepare Montana-West Master Plan including public	1-Jul-2017		1-Jul-2018	Red	Dev Serv	No funding identified. Review in
6.3.1.4	Present draft plan for adoption to Planning Com & City Council	Fall 2017		Fall 2018	Red	Dev Serv	No funding identified. Review in 12 months
6.4.1	Update Downtown Plan - apply for avail grants to update plan, discuss funding options to update plan	1-Dec-2015	27-Oct-2015	1-Dec-2017	Red	Dev Serv	On hold per City Council direction. Return no later than 2 years
6.5.1	Prepare South County Corridor Feasibility Study in conjunction w/StanCOG, Stanislaus County, Cities of Patterson & Newman	See below	See below		Blue	Dev Serv	COMPLETED
6.5.1.1	Conduct public meeting re: preferred routes	1-Sep-2015	1-Sep-2015		Blue	Dev Serv	COMPLETED
6.5.1.2	Technical Committee to select preferred route for environmental review	1-Oct-2015	29-Sep-2015		Blue	Dev Serv	COMPLETED
6.5.1.3	Prepare South County Corridor Feasibility Study	1-Mar-2016	18-May-2016		Blue	Dev Serv	COMPLETED - Plan was presented by StanCOG consultant Ty Lin on 3/22/16. Adopted by StanCOG Policy Board on 5/18/16
6.5.1.4	Submit recommendations on preferred corridor to City Council for adoption	1-Jul-2016	Not required		Blue	Dev Serv	COMPLETED - StanCOG stated individual Agency approval not required. Adopted by StanCOG on May 18, 2016
6.6.1	Prepare Active Transportation Plan for adoption	1-Sep-2015	22-Sep-2015		Blue	Dev Serv	COMPLETED
6.7.1	Conduct annual review of the Capital Facility Fee Program and update	Annually in November	1-Nov-2017	1-Nov-2017	Green	Dev Serv	On Schedule
6.7.2	Conduct five (5) year review of the Capital Facility Fee Program and update	1-Nov-2018			Green	Dev Serv	On Schedule
6.8.1	Review and update Zoning Ordinance (as necessary)	see below	see below		Yellow	Dev Serv	Status is mixed depending on subject matter
6.8.1.1	Develop traditional neighborhood/graduated density ordinance for the West Turlock area to facilitate growth & development	1-Mar-2017		1-Sep-2017	Yellow	Dev Serv	Project delayed due to lack of staff resources. Est. completion 9/2017

MASTER REPORT

Mayor and City Council Policy Goals & Implementation Plan 2015-19

Adopted September 22, 2015

Tracking & Status Update for December 13, 2016 City Council Meeting



Policy Goal #6 - Intelligent, Planned, Managed Growth (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.8.1.2	Hold joint mtg with City Council & Planning Com to review outline of potential changes to Sign Ord	1-Jan-2016			Blue	Dev Serv	COMPLETED
6.8.1.3	Complete an update to Sign Ordinance for Council	1-Oct-2016		1-Jan-2017	Yellow	Dev Serv	Working on draft ordinance, scheduled for Jan 2017 Planning Commission, scheduled for Council review Feb 2017.
6.8.1.4	Complete an update to Noise Ordinance for Council	1-Oct-2016		1-Oct-2017	Green	Dev Serv	Planning Commission recommended Council approval on 8/4/16. Schedule for Council approval Feb 2017.
6.9.1	Prepare an update to the Parks Master Plan and Fee Program	See below	See below		Green	Dev Serv	PPFR is working on a Sports & Recreation Prioritization and Feasibility Study. Staff recommends delay of Parks Master plan for 12 months to incorporate findings. Revised deadline is July 2017.
6.9.1.1	Secure the assistance of a consultant to prepare a fee nexus study	1-Dec-2015	14-Oct-2015	1-Jul-2017	Blue	Dev Serv	Completed but delay (above) will require extension of existing contract.
6.9.1.2	Update the Parks Master Plan (in-house)	1-Jul-2016		1-Jul-2017	Green	Dev Serv	See above
6.9.1.3	Complete the public and the environmental review processes and makes revisions	1-Nov-2016		1-Nov-2017	Green	Dev Serv	See above
6.9.1.4	Present the Parks Master Plan and Fee Program to the Planning Com and City Council for adoption	Fall 2016- Winter 2017		1-Nov-2018	Green	Dev Serv	See above
6.9.10.1	Work w/ TUSD identify strategy for new elementary school for Morgan Ranch Master Plan area	dependent on submittal date of maps			Red	Dev Serv	No activity in Morgan Ranch at this time

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Completed
 Stopped or No
 On schedule
 Behind schedule



Policy Goal #6 - Intelligent, Planned, Managed Growth (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.11.1	Prepare Downtown Parking Plan	see below	9-Aug-2016			Dev Serv	COMPLETED
6.11.1.1	Prepare RFP for preparation of parking plan	1-Sep-2015	22-Sep-2015			Dev Serv	COMPLETED
6.11.1.2	Select consultant to prepare parking plan	1-Dec-2015	8-Dec-2015			Dev Serv	COMPLETED
6.11.1.3	Complete the study - Downtown Parking Plan	Summer 2016	9-Aug-2016			Dev Serv	Completed, presented to City Council 8/9/16
6.11.1.4	Submit study/plan to City Council	Summer 2016	9-Aug-2016			Dev Serv	COMPLETED
6.11.1.5	Construct a surface parking lot at 129 S. Broadway	Summer 2016		27-Sep-2016		Dev Serv	Project awarded by City Council on 9/27/16/ Construction to follow.
6.12.1	Acquire plan checking software	See below				Dev Serv	See below
6.12.1.1	Prepare RFP for plan checking software	1-Oct-2015	15-Oct-2015			Dev Serv	COMPLETED
6.12.1.2	Consultant selection to City Council	1-Feb-2016				Dev Serv	Due to sale of New World, had to slow process to research new company and its plan checking software package. Now moving to a two phase approach, buying a plan review software and equipment in phase 1 and portal software in phase 2. Phase 1 purchases are about to begin.
6.12.1.3	Implement new plan checking software inc training	1-Jul-2016				Dev Serv	Due to sale of New World, had to slow process to research new company and its plan checking software package. Now moving to a two phase approach, buying a plan review software and equipment in phase 1 and portal software in phase 2. Phase 1 purchases are about to begin.

MASTER REPORT

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 Adopted September 22, 2015

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Completed
 Stopped or No
 On schedule
 Behind schedule

Policy Goal #6 - Intelligent, Planned, Managed Growth (continued)

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
6.13.1	Develop standard plans and guidance docs	see below	see below			Dev Serv	
6.13.1.1	Develop standard plans for MS4 Erosion & Sediment Control	Jan. 2016	22-Dec-2015			Dev Serv	COMPLETED
6.13.1.2	Prepare info guides on the new Model Water Efficient Landscaping Ordinance requirements	Jan. 2016	22-Dec-2015			Dev Serv	COMPLETED
6.13.1.3	Prepare revision to Zoning Ordinance to comply with	Oct. 2016		1-Oct-2016		Dev Serv	Currently scheduled for Council

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Completed
 Stopped or No
 On schedule
 Behind schedule

Item	Description	Due Date	Completed Date	Next date due	Status	Dept	Notes
7.1.1	Implement Recreation software program update	see below				Recreation	
7.1.1.1	Complete survey of possible software solutions	Sept. 2015				Recreation	COMPLETED
7.1.1.2	Issue RFP to identify recreation software programs	1-Dec-2015		13-Sep-2016		Recreation	COMPLETED
7.1.1.3	Implement new recreation software program	1-Apr-2016		15-Nov-2016		Recreation	Award contract at 2/28/16
7.2.1	Provide down pymt assistance to 10-15 families	Annually				Housing	11 families to date
7.2.2	Provide housing rehab loans or grants to 10 seniors and low-income families	Annually				Housing	4 families to date
7.3.1	Collaborate to develop 12 emergency, transitional, and permanent supported units	Annually	Ongoing			Housing	6 beds of transitional housing have been created w/ Haven project.
7.4.1	Develop Ph II of Avena Bella w/60 units	Subject to RPTTF funds	1-Jan-2017			Housing	Refunding of 1998, 2006 & 2011 RDA Bonds will create saving in RPTTF to assist in funding Avena Bella Phase 2.
7.4.1.1	Complete Application for tax credit financing	1-Jul-2016	1-Jun-2016			Housing	Notification of funding will be Sept. 2016
7.4.1.2	Begin construction of Avena Bella Ph II	1-Feb-2017				Housing	EAA is currently updating construction drawings.
7.4.2	Development of transit oriented housing	1-Jun-2018				Housing	

Completed
 Stopped - No Progress
 On schedule
 Behind schedule

5B,

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



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 53

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 5B

July 26, 2016

JUL 1 8 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

585

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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 10/27/16 IN THE }
AMOUNT OF \$1,052,979.01; }
WEEKLY DEMANDS OF 11/03/16 IN THE }
AMOUNT OF \$232,282.85; }
MONTHLY DEMANDS OF 08/31/16 IN THE }
AMOUNT OF \$1,496,888.76 }
_____ }

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:
10/27/16	\$1,052,979.01
11/03/16	\$232,282.85
08/31/16	\$1,496,888.76

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 2016, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/27/2016

GA.

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109102	10/21/2016	Open			Accounts Payable	THOMAS & ASSOCIATES	\$9,471.00		
	Invoice								
	28818-Final			06/30/2016	AME 6" Engine Driven Trash Pump-A35585H6TA		\$9,471.00		
	Paying Fund				Cash Account		Amount		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$9,471.00		
109103	10/25/2016	Open			Utility Management Refund	LAU, PING	\$235.05		
	Account Type								
	Single Family Res Metered			406090-004	MOVE-OUT CREDIT				
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$235.05		
109104	10/25/2016	Open			Utility Management Refund	NEW BRIDGE MANAGEMENT	\$59.35		
	Account Type								
	Single Family Res Metered			458155-006	MOVE-OUT CREDIT				
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$59.35		
109105	10/25/2016	Open			Utility Management Refund	PULIDO-AVINA, YASMIN	\$136.95		
	Account Type								
	Single Family Res Metered			173916-005	MOVE-OUT CREDIT				
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$136.95		
109106	10/25/2016	Open			Accounts Payable	BECCHETTI, PETER	\$226.00		
	Invoice								
	TR 4029-Per Diem			10/25/2016	TR 4029-Per diem-Rosenbauer Service Seminar		\$226.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$226.00		
109107	10/25/2016	Open			Accounts Payable	BOYD, ERIC	\$226.00		
	Invoice								
	TR 4029-Per diem			10/25/2016	TR 4029-Per Diem-Rosenbauer Service Seminar		\$226.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$226.00		
109108	10/25/2016	Open			Accounts Payable	HARCKSEN, MIKE	\$226.00		
	Invoice								
	TR 4029-Per diem			10/25/2016	TR 4029-Per Diem-Rosenbauer Service Seminar		\$226.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$226.00		

Payment Register

From Payment Date: 10/21/2016 - To Payment Date: 10/27/2016

Invoice	Date	Description	Amount
TR 4029-Per diem Paying Fund	10/25/2016	TR 4029-Per diem-Rosenbauer Service Seminar Cash Account	\$226.00
110 - General Fund		110.11000 (Cash)	\$226.00
109109	10/25/2016	Open Accounts Payable MALLORY, DAVID	\$226.00
TR 4029-Per diem Paying Fund	10/25/2016	TR 4029-Per diem-Rosenbauer Service Seminar Cash Account	\$226.00
110 - General Fund		110.11000 (Cash)	\$226.00
109110	10/27/2016	Open Accounts Payable A & A PORTABLES INC	\$192.29
1-664399	10/12/2016	RENTAL, TEMPORARY RESTROOMS AT TURLOCK REGIONAL TRANSIT CENTER	\$40.00
1-665642	10/12/2016	A & A PORTABLE RESTROOMS -RENTAL Cash Account	\$152.29
426 - Transit - Fixed Route		426.11000 (Cash)	\$192.29
109111	10/27/2016	Open Accounts Payable AFLAC	\$5,429.24
186995	10/26/2016	AFLAC - OCT 2016 PREMIUMS Cash Account	\$5,429.24
104 - Payroll Clearing Fund		104.11000 (Cash)	\$5,429.24
109112	10/27/2016	Open Accounts Payable AFLAC GROUP INSURANCE	\$2,237.94
A074612100	10/26/2016	AFLAC GROUP - OCT 2016 PREMIUMS Cash Account	\$2,237.94
104 - Payroll Clearing Fund		104.11000 (Cash)	\$2,237.94
109113	10/27/2016	Open Accounts Payable APPLIED PEST MANAGEMENT INC	\$1,275.00
582593	10/25/2016	Pest services for City owned properties	\$585.00
583358	10/20/2016	WQC - SEPT 2016	\$50.00
583359	10/20/2016	WATER RESOURCES BLDG - SEPT 2016	\$30.00
583370	10/20/2016	PSF - SEPT 2016	\$75.00
583355	10/20/2016	ANNEX BLDG - SEPT 2016	\$30.00
583356	10/20/2016	ELECTRICAL MAINT - SEPT 2016	\$30.00
583357	10/20/2016	UTILITIES DIVISION - SEPT 2016	\$30.00
583339	10/20/2016	FLEET SERVICE - SEPT 2016	\$30.00
583340	10/20/2016	FLEET CNG BLDG - SEPT 2016	\$30.00
583341	10/20/2016	SHIPPING & RECEIVING - SEPT 2016	\$40.00
583342	10/20/2016	CDS TRANSIT - SEPT 2016	\$30.00

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Invoice	Date	Description	Accounts Payable	Amount
583343	10/20/2016	TRAINING CENTER - SEPT 2016		\$45.00
583337	10/20/2016	MODULAR BLDG (CLASSROOM/OFFICE) - SEPT 2016		\$30.00
583338	10/20/2016	FIRE STATION 3 (QUARTERLY SERV) - SEPT 2016		\$60.00
583326	10/20/2016	FIRE STATION 4 (QUARTERLY SERV) - SEPT 2016		\$60.00
583369	10/20/2016	MARTY YERBY (QUARTERLY SERV) - SEPT 2016		\$50.00
583327	10/20/2016	DRAIN PUMP STATION - SEPT 2016		\$35.00
583328	10/20/2016	NW WATER STORAGE TANK - SEPT 2016		\$35.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$320.00
255 - CDBG		255.11000 (Cash)		\$50.00
256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$535.00
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
109114	10/27/2016	Open	Accounts Payable BENDER ROSENTHAL, INC.	\$97.50
Invoice		Description		Amount
16090-3	10/12/2016	SR16-02, 0828 FULKERTH/99 APPRAISALS, RW ACQ		\$97.50
Paying Fund		Cash Account		Amount
305 - Capital Facility Fees		305.11000 (Cash)		\$97.50
109115	10/27/2016	Open	Accounts Payable BOVEE ENVIRON MGMT INC	\$500.00
Invoice		Description		Amount
23910	10/20/2016	MICROBIAL INSPECTION - FINANCE OFFICE		\$500.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$500.00
109116	10/27/2016	Open	Accounts Payable CENTRAL SANITARY SUPPLY	\$2,080.50
Invoice		Description		Amount
739341	10/20/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$290.67
737547	10/20/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$593.18
735661	10/20/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$290.08
733778	10/20/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$517.33
732167	10/20/2016	JANITORIAL PAPER & CLEANING SUPPLIES		\$389.24
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,080.50
109117	10/27/2016	Open	Accounts Payable CHARTER COMMUNICATIONS	\$84.99
Invoice		Description		Amount
0695883-10/16/16	10/20/2016	8203 13 001 0695883 / 901 S Walnut Rd (WQC)		\$84.99
Paying Fund		Cash Account		Amount

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Invoice	Date	Description	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	Amount
109118	10/27/2016	Open			\$59,164.94
410 - WATER QUALITY CONTROL (WQC)					\$42.49
420 - WATER					\$42.50
109119	10/27/2016	Open			\$2,103.75
122087-16	10/12/2016	SR13-03, 13-59 CFD#3			\$2,103.75
110 - General Fund					\$2,103.75
109120	10/27/2016	Open			\$1,364.80
31290	10/20/2016	Fall Softball Shirts			\$1,364.80
110 - General Fund					\$1,364.80
109121	10/27/2016	Open			\$516.24
5-585-93668	10/20/2016	Statement 10/21/16 - Shipping Charges			\$516.24
110 - General Fund					\$343.67
410 - WATER QUALITY CONTROL (WQC)					\$67.11
420 - WATER					\$80.48
501 - Information Technology					\$24.98
109122	10/27/2016	Open			\$2,769.00
2016-REG	10/20/2016	Girls Softball Registration			\$2,769.00
110 - General Fund					\$2,769.00
109123	10/27/2016	Open			\$39,300.00
119304	10/21/2016	HSQ - HP ITANIUM RX2800 SERVERS			\$39,300.00
410 - WATER QUALITY CONTROL (WQC)					\$19,650.00
420 - WATER					\$19,650.00

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Invoice	Date	Description	Accounts Payable	JCS PROPERTIES LLC	Amount
109124	10/27/2016	Open			\$2,182.12
Nov. 2016	10/25/2016	JCS -MOBILE HOME RENT SUBSIDY PROGRAM			\$2,182.12
Paying Fund		Cash Account			Amount
625 - Successor Agency - LMI		625.11000 (Cash)			\$2,182.12
109125	10/27/2016	Open			\$1,555.80
Invoice		Description	Accounts Payable	KID TIME FITNESS COMPANY	Amount
Summer 2016	10/20/2016	Summer Class Invoice			\$1,555.80
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$1,555.80
109126	10/27/2016	Open			\$326.06
Invoice		Description	Accounts Payable	LEHIGH HANSON INC	Amount
1727606	10/24/2016	ASPHALT FOR STREETS AND PAVERS			\$105.42
1728543	10/24/2016	ASPHALT FOR STREETS AND PAVERS			\$127.11
1728070	10/24/2016	ASPHALT FOR STREETS AND PAVERS			\$93.53
Paying Fund		Cash Account			Amount
217 - Streets - Gas Tax		217.11000 (Cash)			\$215.73
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$110.33
109127	10/27/2016	Open			\$549.50
Invoice		Description	Accounts Payable	MADRUGA BROS ENT INC	Amount
25745	10/20/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS			\$101.50
25751	10/20/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS			\$105.00
25774	10/20/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS			\$101.50
25752	10/20/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS			\$105.00
25770	10/20/2016	MADRUGA CAR WASH - 17 PD VEHICLES			\$59.50
25729	10/20/2016	MADRUGA CAR WASH - MULTIPLE DEPARTMENTS			\$77.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$430.50
205 - Sports Facilities		205.11000 (Cash)			\$3.50
217 - Streets - Gas Tax		217.11000 (Cash)			\$3.50
255 - CDBG		255.11000 (Cash)			\$7.00
405 - Building		405.11000 (Cash)			\$7.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$63.00
420 - WATER		420.11000 (Cash)			\$17.50
501 - Information Technology		501.11000 (Cash)			\$3.50
502 - Engineering		502.11000 (Cash)			\$14.00
109128	10/27/2016	Open			\$311.97
Invoice		Description	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	Amount

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Invoice	Date	Description	Amount
109129	10/25/2016	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM Cash Account	\$311.97
	625 - Successor Agency - LMI	625.11000 (Cash)	\$311.97
109130	10/27/2016	MULBERRY MOBILE HOME RENT SUBSIDY PROGRAM Cash Account	\$257.68
	625 - Successor Agency - LMI	625.11000 (Cash)	\$257.68
109131	10/27/2016	MUNISERVICES LLC	\$625.00
43667	10/25/2016	STARS Service for 2nd Quarter 2016 Reports Cash Account	\$625.00
	110 - General Fund	110.11000 (Cash)	\$625.00
109132	10/27/2016	MURRAY & ASSOC INC, BOB	\$4,609.25
6971	10/27/2016	Professional Services for 9/17/16-10/14/16 Cash Account	\$4,609.25
	110 - General Fund	110.11000 (Cash)	\$4,609.25
109133	10/27/2016	NELSON NYGAARD CONSULTING ASSOCIATES INC	\$722.50
68252	10/12/2016	14-75 TURLOCK SHORT RANGE TRANSIT PLAN 2015-2020 Cash Account	\$722.50
	426 - Transit - Fixed Route	426.11000 (Cash)	\$722.50
109134	10/27/2016	PIRES, LIPOMI & NAVARRO ARCHITECTS	\$3,828.80
2353	10/12/2016	SR02, 15-53 CARNEGIE ARTS STORM & DRAIN UPGRADE Cash Account	\$3,315.00
2354	10/12/2016	SR03, 15-88 PSF WATER DAMAGE CLAIM Cash Account	\$513.80
109135	10/27/2016	PACE SUPPLY CORPORATION	\$2,117.84
053506934-1	10/21/2016	STRAIGHT COMP VALVES	\$489.69
053535026	10/21/2016	ADAPTERS FLG 8, 10, 12 Cash Account	\$1,628.15
	420 - WATER	420.11000 (Cash)	\$2,117.84

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110 - General Fund 110.11000 (Cash) \$513.80
 305 - Capital Facility Fees 305.11000 (Cash) \$3,315.00

Invoice	Date	Description	Accounts Payable	Amount
109135	10/27/2016	Open	PRESORT CTR STOCKTON INC	\$9,451.58
93704	10/20/2016	OCT 2016 UT BILLING & SEP 2016 DELINQ NOTICE		\$9,432.87
93702	10/20/2016	SHIPPING CHARGES-ENVELOPES		\$18.71
		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$3,139.20
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$3,173.17
420 - WATER		420.11000 (Cash)		\$3,139.21
109136	10/27/2016	Open	R & B COMPANY	\$1,071.58
				Amount
S1598194.001	10/21/2016	2 ROMAC 8 5" LENGTH		\$220.91
S1598193.001	10/21/2016	3/4 ROMAC AND 1 ROMAC		\$850.67
		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$1,071.58
109137	10/27/2016	Open	SHARPENING SHOP	\$210.94
				Amount
225862	10/21/2016	PK14-4418, PK14-4420 REAR CASTOR WHEELS FOR DECKS		\$210.94
		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$210.94
109138	10/27/2016	Open	SHORE CHEMICAL COMPANY	\$115.40
				Amount
46827	10/21/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%		\$180.40
CM46840	10/21/2016	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%		(\$65.00)
		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$115.40
109139	10/27/2016	Open	SIERRA CHEMICAL CO	\$6,450.40
				Amount
SLS 10040225	10/21/2016	Liquid Chlorine		\$6,450.40
		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$6,450.40
109140	10/27/2016	Open	STANISLAUS COUNTY - TAX	\$6,122.70
				Amount
316Vfmm1 -FY17-1	10/24/2016	316 Vermont Ave.-1st Installment Property Taxes		\$388.28
316 VermontAve-2	10/24/2016	316 Vermont Ave.-1st Installment Supplemental 1 Prop. Taxes		\$80.33

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316 VermontAve-3	10/24/2016	316 Vermont Ave.-1st Installment Supplemental 2 Prop. Taxes	\$313.25
209 3rd St-FY17-	10/24/2016	209 3rd St-1st Installment Property Taxes	\$2,177.69
808 Soder-FY17-1	10/24/2016	808 S Soderquiest-1st Installment Property Taxes	\$717.44
1143 PARK-FY17-1	10/24/2016	1143 Park St-1st Installment Property Taxes	\$1,119.39
736 Park-FY17-1	10/24/2016	736 Park St-1st Installment Property Taxes	\$868.26
323 Farr -FY17-1	10/24/2016	323 Farr St-1st Installment Property Taxes	\$400.28
1510Sprgvl-FYE17	10/24/2016	1510 Springville-1&2 Installment Property Taxes	\$57.78
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	\$1,182.14
256 - Stanislaus Housing Consortium		256.11000 (Cash)	\$4,940.56

109141 Invoice 10/27/2016 Open Accounts Payable T I D Amount \$23,242.56

PO 275 -10/27/16	10/20/2016	Multiple COT Accounts paid on PO 275	\$23,242.56
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,946.71
205 - Sports Facilities		205.11000 (Cash)	\$4,895.31
216 - Streets - Local Transportation		216.11000 (Cash)	\$13,526.83
420 - WATER		420.11000 (Cash)	\$1,239.11
426 - Transit - Fixed Route		426.11000 (Cash)	\$260.35
505 - Fleet		505.11000 (Cash)	\$1,374.25

109142 Invoice 10/27/2016 Open Accounts Payable TANK TOWN MEDIA LLC Amount \$210.00

34594	10/21/2016	Emergency Services Dispatch Recruitment	\$210.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$210.00

109143 Invoice 10/27/2016 Open Accounts Payable TAYLOR BACKHOE SERVICE, INC. Amount \$137,530.77

P#14-29,PP2	10/12/2016	14-29 WATER LINE REPLACEMENT ON PALM AND MITCHELL	\$137,530.77
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$137,530.77

109144 Invoice 10/27/2016 Open Accounts Payable TURLOCK SCAVENGER CO INC Amount \$700,000.00

OCT 2016 PAYMENT	10/20/2016	OCTOBER 2016 PYMT	\$700,000.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$700,000.00

109145 Invoice 10/27/2016 Open Accounts Payable TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE Amount \$380.00

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Invoice	Date	Description	Amount
Tracking-5470 170059 Paying Fund 110 - General Fund	10/25/2016 10/25/2016	Lieutenant Assessment Center-Lunches Sergeant Assessment Center -Lunches Cash Account 110.11000 (Cash)	\$200.00 \$180.00 Amount \$380.00
109146 10/27/2016 Invoice		Accounts Payable UNITED SAMARITANS FDT INC	\$1,468.80
JUL-SEP 2016 Paying Fund 255 - CDBG	10/26/2016	UNITED SAMARITANS FOUNDATION PUBLIC SERVICE FY 2016-2017 Cash Account 255.11000 (Cash)	\$1,468.80 Amount \$1,468.80
109147 10/27/2016 Invoice		Accounts Payable WALLACE KUHL & ASSOCIATES	\$160.00
201602734 Paying Fund 217 - Streets - Gas Tax	10/12/2016	SR04, 15-75 SOUTHWEST QUADRANT FRONTAGE IMPROVEMENTS Cash Account 217.11000 (Cash)	\$160.00 Amount \$160.00
109148 10/27/2016 Invoice		Accounts Payable WEST STEEL & PLASTIC	\$186.22
362660 Paying Fund 410 - WATER QUALITY CONTROL (WQC)	10/21/2016	MATERIAL FOR NEW BACK PANEL AT STORM 7 Cash Account 410.11000 (Cash)	\$186.22 Amount \$186.22
109149 10/27/2016 Invoice		Accounts Payable WESTERN VIEW MOBILE RANCH	\$2,429.41
Nov. 2016 Paying Fund 625 - Successor Agency - LMI	10/25/2016	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM Cash Account 625.11000 (Cash)	\$2,429.41 Amount \$2,429.41
109150 10/27/2016 Invoice		Accounts Payable WESTFORK ESTATES	\$557.08
Nov2016 Paying Fund 625 - Successor Agency - LMI	10/25/2016	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM Cash Account 625.11000 (Cash)	\$557.08 Amount \$557.08
109151 10/27/2016 Invoice		Accounts Payable ZEE MEDICAL SERVICE CO	\$44.29
665833808 Paying Fund 420 - WATER	10/20/2016	Fleet Maintenance medical supplies Cash Account 420.11000 (Cash)	\$44.29 Amount \$44.29

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Invoice	Date	Description	Accounts Payable	Amount
109152	10/27/2016	Open		
Reimbursement	10/20/2016	Wildland Boot Reimbursement	Alvord, Jared	\$350.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$350.00
109153	10/27/2016	Open		
Reimbursement	10/20/2016	Wildland Boot Reimbursement	Bickle, David	\$299.95
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$299.95
109154	10/27/2016	Open		
Reimbursement	10/20/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-182E	CENTRAL VALLEY COMMERCIAL SERVICES INC.	\$1,191.30
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$1,191.30
109155	10/27/2016	Open		
Reimbursement	10/24/2016	TR4028 Per Diem for T. Cook for DVI/Active Shooter/Crisis Courses	Cook, Tracy	\$120.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$120.00
109156	10/27/2016	Open		
Reimbursement	10/26/2016	TR4013 Per Diem-SLI-Week 2	Crawford, Steve	\$162.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$162.00
109157	10/27/2016	Open		
Reimbursement	10/20/2016	TR 4026-Per Diem, Mileage, Parking-League Leaders Workshop	DEHART, BILL	\$184.01
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$184.01
109158	10/27/2016	Open		
Reimbursement	10/20/2016	IMP SECURITY FOR ENCROACHMENT PERMIT 16-135E	GEER GARDENS PROPERTIES	\$11,000.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$11,000.00

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 110.11000 (Cash) \$11,000.00

\$1,430.00

109159	10/27/2016	Open	Invoice	10/20/2016	Accounts Payable	JOE'S LANDSCAPING & CONCRETE, INC	Amount
			EP 16-169E	IMP SECURITY FOR ENCROACHMENT PERMIT 16-169E			\$1,430.00
			Paying Fund	Cash Account			Amount
			110 - General Fund	110.11000 (Cash)			\$1,430.00

\$70.00

109160	10/27/2016	Open	Invoice	10/24/2016	Accounts Payable	Lewis, Cliff	Amount
			TR4027PerDiemCL	TR4027 Per Diem for C.Lewis for Tactical Breachers Course			\$70.00
			Paying Fund	Cash Account			Amount
			110 - General Fund	110.11000 (Cash)			\$70.00

\$300.96

109161	10/27/2016	Open	Invoice	10/20/2016	Accounts Payable	Mouw, Larry	Amount
			Reimbursement	Wildland Boot Reimbursement			\$300.96
			Paying Fund	Cash Account			Amount
			110 - General Fund	110.11000 (Cash)			\$300.96

\$300.00

109162	10/27/2016	Open	Invoice	10/24/2016	Accounts Payable	Pinnacle Tactical Solutions	Amount
			1053	TR4027 Tuition for C.Lewis for Tactical Breacher Course			\$300.00
			Paying Fund	Cash Account			Amount
			110 - General Fund	110.11000 (Cash)			\$300.00

\$2,750.00

109163	10/27/2016	Open	Invoice	10/20/2016	Accounts Payable	PIRO ENTERPRISES, INC	Amount
			EP 16-162E	IMP SECURITY FOR ENCROACHMENT PERMIT 16-162E			\$2,750.00
			Paying Fund	Cash Account			Amount
			110 - General Fund	110.11000 (Cash)			\$2,750.00

\$80.00

109164	10/27/2016	Open	Invoice	10/24/2016	Accounts Payable	ROGERS, WAYNE	Amount
			Reimbursement	REIMBURSEMENT FOR PESTICIDE HOURS			\$80.00
			Paying Fund	Cash Account			Amount
			217 - Streets - Gas Tax	217.11000 (Cash)			\$80.00

\$100.00

109165	10/27/2016	Open	Invoice		Accounts Payable	WILLIAMS, CASEY	Amount

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10/24/2016

Reimbursement Paying Fund Amount \$100.00
 REIMBURSEMENT FOR PESTICIDE HOURS
 Cash Account
 217 - Streets - Gas Tax \$100.00

Type Check Totals: 64 Transactions \$1,052,979.01
 AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$1,052,979.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$1,052,979.01	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$1,052,979.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$1,052,979.01	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$1,052,979.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$1,052,979.01	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$1,052,979.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$1,052,979.01	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109166	11/02/2016	Open			Utility Management Refund	ALICEA, SHAWN, ALLEN	\$93.87		
Account Type: Single Family Res Metered Account Number: 180483-008 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$93.87 420 - WATER									
109167	11/02/2016	Open			Utility Management Refund	ALLEN, MICHAEL, MARK	\$114.94		
Account Type: Single Family Res Metered Account Number: 224634-002 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$114.94 420 - WATER									
109168	11/02/2016	Open			Utility Management Refund	DAVIS, STANLEY	\$103.19		
Account Type: Single Family Res Metered Account Number: 23248-002 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$103.19 420 - WATER									
109169	11/02/2016	Open			Utility Management Refund	EUGENIO, PEDRO	\$168.03		
Account Type: Single Family Res Metered Account Number: 226823-003 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$168.03 420 - WATER									
109170	11/02/2016	Open			Utility Management Refund	GARCIA, ALEJANDRO	\$182.98		
Account Type: Single Family Res Metered Account Number: 125083-002 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$182.98 420 - WATER									
109171	11/02/2016	Open			Utility Management Refund	KAUR, RAJINDER	\$207.62		
Account Type: Single Family Res Metered Account Number: 156507-005 Description: MOVE-OUT CREDIT Transaction Date: 11/02/2016 Transaction Type: Refund Paying Fund: Cash Account Amount: \$207.62 420 - WATER									
109172	11/02/2016	Open			Utility Management Refund	LOPEZ, MARY LOU	\$88.91		

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Account Type	Account Number	Description	Refund	Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	722642-008	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$88.91
420 - WATER		420.11000 (Cash)				
109173						
11/02/2016			Utility Management Refund	PARADO, RAFAEL		\$59.09
Account Type	Account Number	Description		Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	150371-005	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$59.09
420 - WATER		420.11000 (Cash)				
109174						
11/02/2016			Utility Management Refund	SAHOTA, SARABJIT		\$199.59
Account Type	Account Number	Description		Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	418013-004	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$199.59
420 - WATER		420.11000 (Cash)				
109175						
11/02/2016			Utility Management Refund	SEQUOIA PROP MGMT		\$107.93
Account Type	Account Number	Description		Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	175137-004	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$107.93
420 - WATER		420.11000 (Cash)				
109176						
11/02/2016			Utility Management Refund	SHAKIR, REEMA		\$135.79
Account Type	Account Number	Description		Transaction Date	Transaction Type	Amount
Single Family Res Metered Paying Fund	114448-003	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$135.79
420 - WATER		420.11000 (Cash)				
109177						
11/02/2016			Utility Management Refund	WESTAMERICA BANK		\$216.64
Account Type	Account Number	Description		Transaction Date	Transaction Type	Amount
Commercial Metered Paying Fund	923753-001	MOVE-OUT CREDIT Cash Account		11/02/2016	Refund	\$216.64
420 - WATER		420.11000 (Cash)				
109178						
11/03/2016			Accounts Payable	A & A PORTABLES INC		\$516.87
Invoice	Date	Description				Amount
1-667013	11/01/2016	PORTABLE RESTROOMS FOR PEDRETTI				\$516.87
Paying Fund		Cash Account				Amount
205 - Sports Facilities		205.11000 (Cash)				\$516.87

Payment Register

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Invoice	Date	Description	Accounts Payable	AMERICAN MESSAGING	Amount
109179	11/03/2016	Open			\$28.98
R1061851QK	10/28/2016	Acct #R1-061851 - Police Department			\$28.98
Paying Fund		Cash Account			\$28.98
		110 - General Fund			\$28.98
109180	11/03/2016	Open			\$10.87
R1061876QK	10/28/2016	Acct #R1-061876 - Fire Department			\$10.87
Paying Fund		Cash Account			\$10.87
		110 - General Fund			\$10.87
109181	11/03/2016	Open			\$372.03
			AMERICAN REPROGRAPHICS CO		
1557168	10/31/2016	COPIES, SUPPLIES, MISC SVS			\$274.44
1564403	10/31/2016	COPIES, SUPPLIES, MISC. SVS			\$32.55
1563826	10/31/2016	COPIES SUPPLIES, MISC SVS			\$65.04
Paying Fund		Cash Account			\$372.03
		502 - Engineering			\$372.03
109182	11/03/2016	Open			\$750.00
			ASSOCIATION OF CALIFORNIA		
			WATER AGENCIES		
2016-Membership	11/01/2016	SRWA-2016 Membership dues			\$750.00
Paying Fund		Cash Account			\$750.00
		950 - SRWA			\$750.00
109183	11/03/2016	Open			\$163.63
			AT&T / CALNET 3		
000008722534	10/28/2016	BAN #9391034901 (T1 - 4-way split)			\$163.63
Paying Fund		Cash Account			\$163.63
		110 - General Fund			\$163.63
410 - WATER QUALITY CONTROL (WQC)		110.11000 (Cash)			\$108.97
420 - WATER		410.11000 (Cash)			\$27.33
		420.11000 (Cash)			\$27.33
109184	11/03/2016	Open			\$5,688.71
			AT&T / CALNET 3		
11/3/16 - MULTI	10/28/2016	Multiple COT Accounts paid on 11/03/16 (Sept - Oct 2016)			\$5,688.71
Paying Fund		Cash Account			\$5,688.71
		110 - General Fund			\$5,010.97
205 - Sports Facilities		205.11000 (Cash)			\$48.45
255 - CDBG		255.11000 (Cash)			\$16.04
405 - Building		405.11000 (Cash)			\$15.47

Payment Register

From Payment Date: 10/28/2016 - To Payment Date: 11/3/2016

410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$242.18
420 - WATER	420.11000 (Cash)	\$45.62
426 - Transit - Fixed Route	426.11000 (Cash)	\$70.05
501 - Information Technology	501.11000 (Cash)	\$97.70
502 - Engineering	502.11000 (Cash)	\$16.59
505 - Fleet	505.11000 (Cash)	\$125.64

109185 11/03/2016 Open Accounts Payable AT&T INFO SYSTEM \$378.42

Invoice	Date	Description	Amount
0602089388	10/28/2016	Acct #8000-892-5697 / DOJ PD Line	\$378.42
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$378.42

109186 11/03/2016 Open Accounts Payable AT&T MOBILITY \$3,100.91

Invoice	Date	Description	Amount
995824412X102016	10/28/2016	995824412 / Aircards	\$2,370.43
287262975728X10	10/28/2016	287262975728 / IT Cell Phones & WQC Operator 2, 3, 4 Phones	\$317.81
287262975677X10	10/28/2016	287262975677 / WQC Phones & Data SIM for Eng Dept	\$354.75
829405594X102016	10/28/2016	829405594 / IT Cell Phone	\$57.92
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,210.66
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$593.65
501 - Information Technology		501.11000 (Cash)	\$254.95
502 - Engineering		502.11000 (Cash)	\$41.65

109187 11/03/2016 Open Accounts Payable CALIFORNIA HIGHWAY PATROL \$300.00

Invoice	Date	Description	Amount
100967-2017	11/02/2016	GENERAL PUBLIC PARATRANSIT VEHICLE INSPECTION	\$300.00
Paying Fund		Cash Account	Amount
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$300.00

109188 11/03/2016 Open Accounts Payable CHAMPION INDUSTRIAL \$3,648.26

Invoice	Date	Description	Amount
52038	10/28/2016	WOMEN'S HAVEN - NO A/C	\$470.93
52814	10/28/2016	CHLORINE BLDG UNIT - ELECTRICAL ISSUES	\$920.75
52805	10/28/2016	SERVICE REPAIR FOR A/C IN SOUTH SERVER ROOM	\$1,635.25
52770	11/01/2016	YORK CONDENSER FAN MOTOR FOR CITY HALL	\$621.33
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,256.58
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$920.75
625 - Successor Agency - LMI		625.11000 (Cash)	\$470.93

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Invoice	Date	Description	Accounts Payable	Amount
109189	11/03/2016	Open	CHARTER COMMUNICATIONS	\$153.68
	10/28/2016	8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$153.68
		Cash Account		Amount
		110 - General Fund		\$153.68
109190	11/03/2016	Open	COMBINED BENEFITS ADMINISTRATORS	\$44,404.12
	11/02/2016	Ck Run 11-1-16 FY 16/17		\$44,404.12
		Cash Account		Amount
		511 - Health Care		\$44,404.12
109191	11/03/2016	Open	COSTCO	\$573.51
	10/28/2016	Smt 10/26/16 - Multi-Dept Charges		\$573.51
		Cash Account		Amount
		110 - General Fund		\$573.51
109192	11/03/2016	Open	FIRST TRANSIT INC	\$50,100.80
	10/31/2016	DART/BLAST TRANSIT SERVICES		\$50,100.80
		Cash Account		Amount
		425 - Transit - Dial-A-Ride		\$14,382.51
		426 - Transit - Fixed Route		\$35,718.29
109193	11/03/2016	Open	HUB INT'L OF CA INS SVC	\$591.70
	11/01/2016	LIABILITY INSURANCE FOR FACILITIES		\$591.70
		Cash Account		Amount
		110 - General Fund		\$591.70
109194	11/03/2016	Open	IBM CORPORATION	\$999.10
	10/28/2016	NOVEMBER 2016 BILLING		\$999.10
		Cash Account		Amount
		110 - General Fund		\$999.10
109195	11/03/2016	Open	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58
	10/28/2016	LEASE AGREEMENT FOR 9 COPIERS		\$843.58
		Cash Account		Amount
		110 - General Fund		\$804.85
		405 - Building		\$19.36

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From Payment Date: 10/28/2016 - To Payment Date: 11/3/2016

Invoice	Date	Description	Accounts Payable	Amount
505 - Fleet				\$19.37
11/03/2016	Open		LEHIGH HANSON INC	\$472.47
1730745	11/01/2016	ASPHALT FOR STREETS		\$111.71
1730298	11/01/2016	ASPHALT FOR PAVERS		\$360.76
217 - Streets - Gas Tax				\$111.71
410 - WATER QUALITY CONTROL (WQC)				\$360.76
11/03/2016	Open		NBS GOVERNMENT FINANCE GROUP	\$1,120.00
916000461	10/31/2016	16-28 COST RECOVERY BASED ENGR FEE STUDY		\$1,120.00
502 - Engineering				\$1,120.00
11/03/2016	Open		P G & E	\$6.30
REC - 10/25/16	10/28/2016	2749172768-4 / 144 S Broadway		\$6.30
110 - General Fund				\$6.30
11/03/2016	Open		PACIFIC STORAGE COMPANY	\$200.00
2073411	10/28/2016	PD RECORDS SHREDDING - OCT 2016		\$22.00
2073412	10/28/2016	PD MAIL ROOM SHREDDING - OCT 2016		\$40.00
2073413	10/28/2016	PD OPERATIONS SHREDDING - OCT 2016		\$54.00
2073414	10/28/2016	PD DISPATCH SHREDDING - OCT 2016		\$22.00
2073415	10/28/2016	PD DETECTIVES SHREDDING - OCT 2016		\$40.00
2073416	10/28/2016	FIRE/NEIGHBORHOOD (NP) SHREDDING - OCT 2016		\$22.00
110 - General Fund				\$200.00
11/03/2016	Open		PROJECT SENTINEL INC	\$420.89
FYE 17-Draw 1	11/01/2016	PROJECT SENTINEL PUBLIC SERVICE GRANT FOR FY 2016-2017		\$420.89
255 - CDBG				\$420.89
11/03/2016	Open		ROBERT HALF INTERNATIONAL dba OFFICE TEAM	\$1,648.50
46955109	11/01/2016	Wk End Dt: 10.21.2016 TEMPORARY STAFFING FOR FINANCE		\$808.50

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\$840.00

Wk End Dt 10.14.2016 TEMPORARY STAFFING FOR FINANCE

Amount

\$1,648.50

\$1,970.00

\$231.60

\$7,266.99

\$837.64

\$270.00

11/01/2016

46904944

Paying Fund

410 - WATER QUALITY CONTROL (WQC)

Open

11/03/2016

Invoice

410.11000 (Cash)

ROMEO MEDICAL CLINIC

Amount

\$1,970.00

\$464.00

\$214.00

\$47.00

\$1,047.00

\$198.00

Amount

\$1,970.00

Amount

\$464.00

\$214.00

\$47.00

\$1,047.00

\$198.00

Payment Register

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Invoice	Date	Description	Accounts Payable	TID	Amount
109207	11/03/2016	Open			\$99,571.01
Invoice					
Stmt: 10/31/16	10/28/2016	000208-000000-0167 (Well Pump Stations)			\$95,497.84
Stmt: 10/31/16	10/28/2016	000208-000000-0168 (Sewer Pump Stations)			\$3,747.54
10/28/16 - FIRE	10/28/2016	000208-018926-0001 / Fire Station 2			\$325.63
Paying Fund		Cash Account			Amount
		110.11000 (Cash)			\$325.63
		410.11000 (Cash)			\$3,747.54
		420.11000 (Cash)			\$95,497.84
110 - General Fund					
410 - WATER QUALITY CONTROL (WQC)					
420 - WATER					
109208	11/03/2016	Open			\$150.00
Invoice					
92834	10/28/2016	PD - EVIDENCE TOW		TURLOCK CITY TOW INC	\$32.00
92306	10/28/2016	PD - EVIDENCE TOW			\$27.00
92520	10/28/2016	PD - VEHICLE FLAT			\$32.00
92604	10/28/2016	PD - EVIDENCE TOW			\$32.00
92488	10/28/2016	PD - TOWING SERVICES FOR POL15-1141			\$27.00
Paying Fund		Cash Account			Amount
		110.11000 (Cash)			\$150.00
110 - General Fund					
109209	11/03/2016	Open			\$425.00
Invoice					
Tracking#5485	11/01/2016	City of Turlock Luncheon at Public Safety Facility		TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	\$175.00
Tracking#5486	11/01/2016	City of Turlock Luncheon at Public Safety Facility			\$250.00
Paying Fund		Cash Account			Amount
		110.11000 (Cash)			\$425.00
110 - General Fund					
109210	11/03/2016	Open			\$633.75
Invoice					
Stmt: 11/01/16	10/28/2016	Acct #127022 - City-wide internet service		UTILITY TELEPHONE, INC.	\$633.75
Paying Fund		Cash Account			Amount
		501.11000 (Cash)			\$633.75
501 - Information Technology					
109211	11/03/2016	Open			\$500.00
Invoice					
12-881	10/31/2016	PROJECT MGMT SOFTWARE TOOL-CAPITAL PROJECT		VIRTUAL PROJECT MANAGER LLC	\$500.00
Paying Fund		Cash Account			Amount
		502.11000 (Cash)			\$500.00
502 - Engineering					
109212	11/03/2016	Open			\$78.00
Invoice					
TR4034PerDiemSB	11/02/2016	TR 4034 Per Diem for SBickle for Role of Chiefs Exec. Asst.		Bickle, Sara	\$78.00

Payment Register

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Paying Fund	Date	Description	Account Payable	Amount
110 - General Fund		Cash Account		\$78.00
		110.11000 (Cash)		
109213	11/03/2016	Open Invoice	DAVIDSON, SHAWN	\$60.00
	10/25/2016	REIMBURSEMENT - SWRCB OPERATOR CERTIFICATE		\$60.00
		Cash Account		
		410.11000 (Cash)		\$60.00
109214	11/03/2016	Open Invoice	DAVIDSON, SHAWN	\$65.00
	10/25/2016	REIMBURSEMENT FOR GRADE 2 WATER DISTRIBUTION OPERATOR EXAM		\$65.00
		Cash Account		
		410.11000 (Cash)		\$65.00
109215	11/03/2016	Open Invoice	HUFF, DAVID	\$65.00
	10/25/2016	REIMBURSEMENT - SWRCB OPERATOR EXAM		\$65.00
		Cash Account		
		410.11000 (Cash)		\$65.00
109216	11/03/2016	Open Invoice	Johnson, Julie	\$172.00
	10/31/2016	Play program weekly refund		\$172.00
		Cash Account		
		110.11000 (Cash)		\$172.00
109217	11/03/2016	Open Invoice	Layton, Katie	\$162.00
	10/24/2016	TR4030 Per Diem for K.Layton for Dispatcher Roles		\$162.00
		Cash Account		
		110.11000 (Cash)		\$162.00
109218	11/03/2016	Open Invoice	LOUIS, DAN	\$80.00
	11/01/2016	REIMBURSEMENT FOR PESTICIDE HOURS		\$80.00
		Cash Account		
		217.11000 (Cash)		\$80.00
109219	11/03/2016	Open Invoice	Ramirez, Laura	\$300.00
	10/27/2016	Facility Rental Refund		\$300.00
		Cash Account		

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Invoice	Date	Description	Account	Amount
109220	11/03/2016	110 - General Fund		\$300.00
109220	11/03/2016	Open Invoice	Accounts Payable	\$220.00
	11/02/2016	TR4033 Per Diem for TRedd for Computer Crime/LAN Investigations Cash Account	Redd, Timothy	\$220.00
	11/02/2016	110 - General Fund		\$220.00
109221	11/03/2016	Open Invoice	Accounts Payable	\$114.00
	11/02/2016	TR4036 Per Diem for SRodrigues for North Dakota Extradition Cash Account	Rodrigues, Steve	\$114.00
	11/02/2016	110 - General Fund		\$114.00
109222	11/03/2016	Open Invoice	Accounts Payable	\$78.00
	11/02/2016	TR4034 Per Diem for MSousa for Role of Chief's Exec. Asst. Cash Account	Sousa, Mary	\$78.00
	11/02/2016	110 - General Fund		\$78.00
109223	11/03/2016	Open Invoice	Accounts Payable	\$54.00
	10/31/2016	TR4011 Revised Per Diem for MStapler for SWAT Training Cash Account	Stapler, Michael	\$54.00
	10/31/2016	110 - General Fund		\$54.00
109224	11/03/2016	Open Invoice	Accounts Payable	\$70.00
	11/02/2016	TR4035 Per Diem for NUrban for A.R.I.D.E. Cash Account	Urban, Nathan	\$70.00
	11/02/2016	266 - Police Services Grants		\$70.00
109225	11/03/2016	Open Invoice	Accounts Payable	\$114.00
	11/02/2016	TR4036 Per Diem for JWatson for North Dakota Extradition Cash Account	Watson, Jason	\$114.00
	11/02/2016	110 - General Fund		\$114.00
109226	11/03/2016	Open Invoice	Accounts Payable	\$280.00
	10/26/2016	TR3994 Per Diem for DWiley for Crime and Intelligence Analysis	Wiley, Deandra	\$280.00

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From Payment Date: 10/28/2016 - To Payment Date: 11/3/2016

Paying Fund	Date	Description	Accounts Payable	Wiley, Deandra	Amount
110 - General Fund		Cash Account			\$280.00
110 - General Fund		110.11000 (Cash)			
109227	11/03/2016	Invoice	Accounts Payable	Wiley, Deandra	\$342.95
	10/26/2016	TR3994CarRentDW			
		TR3994 Car Rental Reimbursement for DWiley			\$342.95
		Cash Account			Amount
		110 - General Fund			\$342.95
		110.11000 (Cash)			

Type Check Totals: 62 Transactions \$232,282.85

AP - Accounts Payable Totals

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
Checks	Open	62	\$232,282.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$232,282.85	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$232,282.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	62	\$232,282.85	\$0.00	
Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$232,282.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	62	\$232,282.85	\$0.00	
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$232,282.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	62	\$232,282.85	\$0.00	

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1274	08/05/2016	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$16,178.34		
	Invoice								
	7/31/16-PR		08/05/2016		7/31/16-PR-GOLDEN1 CU-EFT		\$16,178.34		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$16,178.34		
1275	08/04/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,212.27		
	Invoice								
	BE001761579		08/04/2016		Dental Claims: 7/15-7/21/16-EFT		\$4,212.27		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$4,212.27		
1276	08/04/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,906.51		
	Invoice								
	BE001763717		08/04/2016		Dental Claims: 7/22-7/28/16-EFT		\$8,906.51		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$8,906.51		
1277	08/05/2016	Open			Accounts Payable	CA SDU	\$287.00		
	Invoice								
	7/31/16-PR		08/05/2016		7/31/16-PR-Child Support Payment-EFT		\$287.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$287.00		
1278	08/05/2016	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	\$266.50		
	Invoice								
	7/31/16-PR		08/05/2016		7/31/16-PR-Child Support Payment-EFT		\$266.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$266.50		
1279	08/05/2016	Open			Accounts Payable	STATE OF CALIFORNIA	\$599.50		
	Invoice								
	7/31/16-PR		08/05/2016		7/31/16-PR-Child Support Payment-EFT		\$599.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$599.50		
1280	08/10/2016	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$6,581.30		
	Invoice								
	BE001767363		08/10/2016		Dental Claims: 7/29-8/4/16-EFT		\$6,581.30		

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Paying Fund	Date	Description	Accounts Payable	Amount
511 - Health Care		Cash Account		\$6,581.30
1281	08/08/2016	Open	T C E A	\$2,276.50
Invoice	08/08/2016	7/31/16-PR- TCEA Dues-EFT		\$2,276.50
Paying Fund		Cash Account		\$2,276.50
104 - Payroll Clearing Fund		104.11000 (Cash)		\$4,054.48
1282	08/08/2016	Open	T A P O	\$200.00
Invoice	08/08/2016	7/31/16-PR-TAPO Dues-EFT		\$4,054.48
Paying Fund		Cash Account		\$4,054.48
104 - Payroll Clearing Fund		104.11000 (Cash)		\$200.00
1283	08/08/2016	Open	T M A P S	\$42,379.99
Invoice	08/08/2016	7/31/16-PR-TMAPS DUE-EFT		\$42,379.99
Paying Fund		Cash Account		\$42,379.99
104 - Payroll Clearing Fund		104.11000 (Cash)		\$10,185.96
1284	08/05/2016	Open	S T A T E O F C A L I F O R N I A - P R T A X E S	\$5,115.02
Invoice	08/05/2016	7/31/16-PR-State Taxes-EFT		\$42,379.99
Paying Fund		Cash Account		\$42,379.99
104 - Payroll Clearing Fund		104.11000 (Cash)		\$10,185.96
1285	08/18/2016	Open	D E L T A D E N T A L O F C A L I F O R N I A	\$287.00
Invoice	08/18/2016	Dental Claims: 8/5-8/11/16		\$10,185.96
Paying Fund		Cash Account		\$10,185.96
511 - Health Care		511.11000 (Cash)		\$5,115.02
1286	08/25/2016	Open	D E L T A D E N T A L O F C A L I F O R N I A	\$287.00
Invoice	08/25/2016	Dental Claims: 8/12-8/18/16-EFT		\$5,115.02
Paying Fund		Cash Account		\$5,115.02
511 - Health Care		511.11000 (Cash)		\$287.00
1287	08/19/2016	Open	C A S H A C C O U N T	\$287.00
Invoice	08/19/2016	8/15/16-PR-Child Support Payment-EFT		\$287.00
Paying Fund		Cash Account		\$287.00

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Invoice	Date	Description	Accounts Payable	CA STATE DISBURSEMENT UNI	Amount
104 - Payroll Clearing Fund					\$287.00
08/19/2016 Invoice	08/19/2016	8/15/16-PR-Child Support Payment-EFT	Accounts Payable		\$266.50
104 - Payroll Clearing Fund					\$266.50
08/19/2016 Invoice	08/19/2016	8/15/16-PR-Child Support Payment-EFT	Accounts Payable	STATE OF CALIFORNIA	\$599.50
104 - Payroll Clearing Fund					\$599.50
08/19/2016 Invoice	08/19/2016	8/15/16-PR-State Taxes-EFT	Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$37,118.99
104 - Payroll Clearing Fund					\$37,118.99
08/12/2016 Invoice	08/12/2016	7/1-7/15/16-PR-CalPERS-EFT	Accounts Payable	CalPERS	\$312,579.84
104 - Payroll Clearing Fund					\$158,172.95
110 - General Fund					\$154,406.89
08/15/2016 Invoice	08/15/2016	7/16-7/31/16-PR-CalPERS-EFT	Accounts Payable	CalPERS	\$321,628.25
104 - Payroll Clearing Fund					\$301,120.73
110 - General Fund					\$20,507.52
08/15/2016 Invoice	08/15/2016	7/15,7/31/16-PR-Retiree Health Police 3% City Pd-EFT	Accounts Payable	T A P O	\$23,623.75
104 - Payroll Clearing Fund					\$23,623.75
08/15/2016 Invoice	08/15/2016	7/15,7/31/16-PR-Retiree Health Fire 4% City Paid-EFT	Accounts Payable	TFRA	\$14,486.00
104 - Payroll Clearing Fund					\$14,486.00

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Paying Fund	Date	Description	Accounts Payable	TURLOCK CITY FIRE INC	Amount
104 - Payroll Clearing Fund		Cash Account			\$14,486.00
		104.11000 (Cash)			
1295	08/19/2016	Open	Accounts Payable	TURLOCK CITY FIRE INC	\$390.00
Invoice	08/19/2016	8/15/16-PR-Fire Inc-EFT			\$390.00
Paying Fund		Cash Account			\$390.00
104 - Payroll Clearing Fund		104.11000 (Cash)			
1296	08/19/2016	Open	Accounts Payable	TFRA	\$4,515.00
Invoice	08/19/2016	8/15/16-PR-TFRA Dues-EFT			\$4,515.00
Paying Fund		Cash Account			\$4,515.00
104 - Payroll Clearing Fund		104.11000 (Cash)			
1297	08/19/2016	Open	Accounts Payable	T C E A	\$2,262.00
Invoice	08/19/2016	8/15/16-PR-TCEA Dues-EFT			\$2,262.00
Paying Fund		Cash Account			\$2,262.00
104 - Payroll Clearing Fund		104.11000 (Cash)			
1298	08/19/2016	Open	Accounts Payable	GOLDEN ONE CREDIT UNION	\$16,158.34
Invoice	08/19/2016	8/15/16-PR-Golden One CU-EFT			\$16,158.34
Paying Fund		Cash Account			\$16,158.34
104 - Payroll Clearing Fund		104.11000 (Cash)			
1299	08/19/2016	Open	Accounts Payable	T A P O	\$4,004.48
Invoice	08/19/2016	8/15/16-PR-TAPO Dues-EFT			\$4,004.48
Paying Fund		Cash Account			\$4,004.48
104 - Payroll Clearing Fund		104.11000 (Cash)			
1300	08/01/2016	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$1,894.88
Invoice	08/01/2016	PCORI-720 QTRLY Federal Excise Tax Return			\$1,894.88
Paying Fund		Cash Account			\$1,894.88
511 - Health Care		511.11000 (Cash)			
1301	08/05/2016	Open	Accounts Payable	INTERNAL REVENUE SERVICE	\$182,500.69
Invoice	08/05/2016	7/31/16-PR-IRS-Federal-Medicare-Soc Sec TAXES-EFT			\$182,500.69

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Paying Fund	Cash Account	Amount
1302	08/08/2016 Open Invoice 7/31/16-PR Paying Fund 104 - Payroll Clearing Fund	\$182,500.69
	08/08/2016 Description 7/31/16-PR-ICMA Contributions-EFT Cash Account 104.11000 (Cash)	\$104,070.93
	Accounts Payable ICMA-RC	\$104,070.93
1303	08/17/2016 Open Invoice JUL 2016 Paying Fund 104 - Payroll Clearing Fund	\$14,180.80
	08/17/2016 Description JUL 2016 Life/LTD Ins Premiums Cash Account 104.11000 (Cash)	\$14,180.80
	Accounts Payable UNUM LIFE INSURANCE COMPANY OF AMERICA	\$14,180.80
1304	08/17/2016 Open Invoice AUG 2016 Paying Fund 104 - Payroll Clearing Fund	\$14,245.33
	08/17/2016 Description AUG 2016 Life/LTD Ins Premiums Cash Account 104.11000 (Cash)	\$14,245.33
	Accounts Payable UNUM LIFE INSURANCE COMPANY OF AMERICA	\$14,245.33
1305	08/17/2016 Open Invoice SEP 2016 Paying Fund 104 - Payroll Clearing Fund	\$14,245.33
	08/17/2016 Description SEP 2016 Life/LTD Ins Premiums Cash Account 104.11000 (Cash)	\$14,245.33
	Accounts Payable UNUM LIFE INSURANCE COMPANY OF AMERICA	\$14,245.33
1306	08/08/2016 Open Invoice 7/31/16-RHS Paying Fund	\$19,147.00
	08/08/2016 Description 7/31/16-RHS-MGMT/CONFIDENTIAL VAC CONVERSION-EFT Cash Account 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 255.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash)	\$12,676.86 \$291.76 \$145.88 \$145.88 \$461.80 \$776.09 \$1,582.64 \$902.30 \$115.45 \$115.45
	Accounts Payable ICMA-RC	\$19,147.00

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

501 - Information Technology \$309.35
 502 - Engineering \$1,623.54

Invoice	Date	Description	Accounts Payable	ICMA-RC	Amount
1307	08/08/2016	Williford-Conv. Paying Fund	Williford,G-Conversion upon retirement-EFT		\$12,566.91
		405 - Building	405.11000 (Cash)		\$12,566.91
1308	08/08/2016	Whitmore-7/31/14 Paying Fund	Whitmore,D-Correction from 7/31/14-EFT		\$102.98
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$102.98
1309	08/19/2016	8/15/16-PR Paying Fund	8/15/16-PR-ICMA Contributions-EFT		\$93,283.71
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$93,283.71
1310	08/15/2016	6/30/16-PR- Paying Fund	6/30/16-PR-Correction	STATE OF CALIFORNIA	\$45.30
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$45.30
1311	08/12/2016	8/12/16-Jackson Paying Fund	8/12/16-Jackson,R-IRS-Fed Tax	INTERNAL REVENUE SERVICE	\$26,204.40
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$26,204.40
1312	08/12/2016	8/12/16-Jackson Paying Fund	8/12/16-Jackson,R-State Tax	STATE OF CALIFORNIA - PR TAXES	\$7,507.53
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$7,507.53
1313	08/19/2016	8/15/16-PR Paying Fund	8/15/16-PR-IRS FED TAX-EFT	INTERNAL REVENUE SERVICE	\$157,343.15

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

\$157,343.15

104 - Payroll Clearing Fund

1314 08/29/2016 Open Invoice 104.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$1,059.66

941-2015-Q3 Paying Fund 08/29/2016 Form 941 2015 Q3-IRS TAX PYMT \$1,059.66
 110 - General Fund 110.11000 (Cash) \$1,059.66

1315 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$1,042.14

941-2015-Q4 Paying Fund 08/29/2016 FORM 941-2015 Q4-IRS TAX PYMT-EFT \$1,042.14
 110 - General Fund 110.11000 (Cash) \$1,042.14

1316 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$1,009.46

941-2015-Q2 Paying Fund 08/29/2016 FORM 941 2015 Q2-IRS TAX PYMT-EFT \$1,009.46
 110 - General Fund 110.11000 (Cash) \$1,009.46

1317 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$980.46

941-2014-Q3 Paying Fund 08/29/2016 FORM 941 2014-Q3-IRS TAX PYMT-EFT \$980.46
 110 - General Fund 110.11000 (Cash) \$980.46

1318 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$972.05

941-2016-Q1 Paying Fund 08/29/2016 FORM 941 2016 Q1-IRS TAX PYMT-EFT \$972.05
 110 - General Fund 110.11000 (Cash) \$972.05

1319 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$941.98

941-2014-Q2 Paying Fund 08/29/2016 FORM 941 2014-Q2-IRS TAX PYMT-EFT \$941.98
 110 - General Fund 110.11000 (Cash) \$941.98

1320 08/29/2016 Open Invoice 110.11000 (Cash) Accounts Payable INTERNAL REVENUE SERVICE Amount \$911.67

941-2014-Q4 Paying Fund 08/29/2016 FORM 941 2014-Q4-IRS TAX PYMT-EFT \$911.67
 110 - General Fund 110.11000 (Cash) \$911.67

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Invoice	Date	Description	Accounts Payable	INTERNAL REVENUE SERVICE	Amount
1321	08/29/2016	Open			\$911.67
Invoice					
941-2015-Q1	08/29/2016	FORM 941 2015-Q1-IRS TAX PYMT-EFT			\$911.67
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$911.67
1322	08/29/2016	Open			\$874.70
Invoice					
941-2013-Q4	08/29/2016	FORM 941-2013-Q4-IRS TAX PYMT-EFT			\$874.70
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$874.70
1323	08/29/2016	Open			\$874.70
Invoice					
941-2014-Q1	08/29/2016	FORM 941-2014-Q1-IRS TAX PYMT-EFT			\$874.70
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$874.70
1324	08/29/2016	Open			\$662.53
Invoice					
941-2016-Q2	08/29/2016	FORM 941 -2016-Q2-IRS TAX PYMT-EFT			\$662.53
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$662.53
1325	08/29/2016	Open			\$145.78
Invoice					
941-2013-Q3	08/29/2016	FORM 941-2013-Q3-IRS TAX PYMT-EFT			\$145.78
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$145.78

Type EFT Totals: 52 Transactions \$1,496,888.76

AP - Accounts Payable Totals

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$1,496,888.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	52	\$1,496,888.76	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$1,496,888.76	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/31/2016

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	52	\$1,496,888.76	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$1,496,888.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	52	\$1,496,888.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$1,496,888.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$1,496,888.76	\$0.00



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1. A. **CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:04 p.m.
PRESENT: Councilmembers Amy Bublak (*via teleconference*), Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Mayor Soiseth announced Item 2A would be handled later in the meeting.
- B. Turlock Fire Engineer Kevin Tidwell provided a video presentation of the OES deployments that occurred this summer. Mayor Soiseth recognized the Strike Teams which included 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 for their efforts in fighting fires and providing mutual aid throughout the States of California and Nevada.

3. A. SPECIAL BRIEFINGS:

1. CALIFORNIA STATE UNIVERSITY STANISLAUS

Noriel Mostajo, CSUS Student Government Relations Coordinator thanked Mayor Soiseth and Hauck's Grill for assistance with the Election to Watch gathering and provided information about the recent start of the new Dean of Students Matthew Phillip Lopez and beginning efforts to market new Turlock transit.

B. STAFF UPDATES

1. Deputy City Clerk Jennifer Land provided an update on Board, Commission, and Committee vacancies.

C. PUBLIC PARTICIPATION

Scott Snyder provided information about the Christmas Can Tree 2016 fundraiser to be held on December 7, 2016.

Turlock Christian Young Republicans Representatives Hannah Ryan and Jyllian Knight provided information about a memorial fundraiser (drive thru dinner) for Stanislaus County Deputy Sheriff Dennis Wallace to be held on November 19, 2016 at 3:00 p.m. in the Village Fresh parking lot and noted 100% of the donations received will be provided to the Wallace family.

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

B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS





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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. 2016-274** 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 No. 2016-275** 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 No. 2016-276** 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"
- 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 No. 2016-277** 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 No. 2016-278** 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 No. 2016-279** 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)



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- 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

7. SCHEDULED MATTERS:

- A. Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request to approve the revised City of Turlock Public Art Policy and Guidelines.

Council and staff discussion included explanation regarding the artist bio relative to credit/recognition of artwork and the process for addressing potential destruction or vandalism of art.

Mayor Soiseth opened public participation.

Mary Jackson inquired about what initiated this process, noted her previous role on the Arts Commission and the Carnegie Building Committee, and shared her concerns regarding public art standards, distinction between public and private art, withdrawing or relocating public art, and why the artist is responsible for graffiti clean-up. Ms. Jackson also noted her concerns stem from her displeasure of the street closure process associated with the farmers market.

Mayor Soiseth closed public participation.

Additional Council and staff discussion included Council's goal of proactively establishing objective procedures and guidelines, the community's involvement in reviewing this proposal, encouraging more public art, and information regarding legal exposure including specific language that has been added to the policy to insulate the City from potential legal challenges.





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Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart, Approving the revised City of Turlock Public Art Policy and Guidelines. Motion carried 5/0 by the following vote:

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

- B. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the 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.

Director Jacobs-Hunter also spoke about stop-loss deductible and the approved budget augmentation for Fiscal Year 2016-17.

Mayor Soiseth opened public participation. No one spoke. Mayor Soiseth closed public participation.

Council discussion included a reminder for the budget process, to allow flexibility for unexpected expenses.

Action: **Resolution No. 2016-280** 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 as introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Mayor Soiseth handled Item 2A out of order.

- 2A. Fire Chief Robert Talloni introduced Bobby Darrell Hollingsworth who performed lifesaving actions on a fellow citizen in need of medical attention on July 3, 2016. Mr. Hollingsworth thanked the City of Turlock and spoke about his previous service as an Army Medic and how that experience assisted with performing CPR that day. Mayor Soiseth issued a Certificate of Recognition to Mr. Hollingsworth for his courageous actions and lifesaving efforts.
- C. Principal Civil Engineer Nathan Bray and Fire Operations Chief Gary Carlson presented the staff report on the 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."



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City Manager Gary Hampton spoke about the health and safety requirements pertaining to this project, past funding challenges that have caused project delays, his recommendation to utilize existing funding in the program budget to achieve this project, and adequate means in the upcoming budget to make the program whole.

Council and staff discussion included clarification regarding the funding strategy relative to the General Fund and Equipment Replacement Fund, health and safety in the workplace being a priority, and appreciation to staff for bringing this item back to Council despite unsuccessful grant efforts.

Mayor Soiseth opened public participation.

Mr. Bob Puffer inquired about the cost and installation process associated with the project.

Additional Council and staff discussion included explanation of the installation process, importance of health and safety and protection of firefighters from hazardous materials, project cost in comparison to employee health services, and the responsibility of Council to support this project.

Mayor Soiseth closed public participation.

Action: **Resolution No. 2016-281** 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 as introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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." Motion carried 5/0 by the following vote:

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

Mayor Soiseth requested Fire Chief Robert Talloni provide Mr. Puffer with a business card to further discuss this project and related equipment.

8. NON-AGENDA ITEMS: None



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9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

10. COUNCIL COMMENTS:

Councilmember DeHart spoke about his recent attendance at the League of California Cities Annual Conference and noted League lobbying efforts for the upcoming year include:

1) Increase funding for critical transportation and water infrastructure, 2) Develop realistic responses to the homeless crisis, 3) Improve the affordability of workforce housing and secure additional funds for affordable housing, and 4) Address public safety impacts of reduced sentencing laws, protect local priorities in the implementation of Adult Use of Marijuana (AUMA), and preserve the City rights to deliver emergency medical services.

City Manager Gary Hampton provided information about the upcoming Proposition 64 Workshop to be held on January 10, 2017 at 5:00 p.m., noted City Attorney Phaedra Norton will provide Council an overview of the Adult Use of Marijuana Act, outline implementation decisions required of Council, and seek feedback from Council to assist with any potential changes to the City's local Ordinance that will formally implement Prop 64, and reminded the public that the City's current Ordinance regulating cultivation and distribution will remain in effect until Council takes further action.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn the open session of the special meeting at 7:06 p.m. Motion carried unanimously.

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn the closed session of the special meeting at 7:22 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land, Deputy City Clerk



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City Council Synopsis

December 13, 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 (Final) for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive," in the decreased amount of \$28,800, bringing the contract total to \$272,518.04

Motion: Accepting improvements for City Project No. 14-24 "Storm Drain Repairs on Countryside Drive" and authorizing the City Engineer to file a Notice of Completion

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.

The Agreement between the City and the contractor established the contract time for attainment of substantial completion and final completion as fifty (50) and sixty (60) working days, respectively. Substantial completion is defined in the contract documents as that time in the performance of the contract when the City is able to utilize the completed improvements for its intended purpose. Final completion marks the completion of all work, including minor items of work and final clean up. As a result of all extra work and unforeseen conditions encountered in the field and accounted for with Change Order No. 1, twenty two (22) working days were added to the contract time. The contractor exceeded the contract time notwithstanding the addition of contract time for extra work. City staff seeks approval of Contract Change Order No. 2 (Final) in the decreased amount of \$28,800 to assess liquidated damages. The table below summarizes the calculation of liquidated damages:

OK for Approval
Jan H. et al.

	Notice to Proceed date	4/5/2016
	Date of working day no. 1	4/19/2016
A	Original contract working days to achieve Substantial Completion:	50
	Contractor begins work on-site	6/27/2016
	Original Substantial Completion due date	6/28/2016
B	Total working days for extra work added by Contract Change Order No. 1	22
C = A+B	Adjusted contract working days to achieve Substantial Completion (after CCO)	72
D	Adjusted substantial completion due date	7/29/2016
E	Substantial completion attained	8/31/2016
F = E-D	Calendar days over Substantial completion due date	33
G	Cost of Liquidated Damages per day after Substantial Completion due date	\$800.00
H = F*G	Liquidated Damages due to missed Substantial Completion due date	\$26,400.00
I	Final Completion attained	9/6/2016
J = I-E	Calendar days after Substantial Completion to attain Final Completion	6
K	Cost of LDs per day for not attaining Final Completion on time	\$400.00
L = J*K	LDs for not attaining Final Completion on time	\$2,400.00
H+L	Total Liquidated Damages	\$28,800.00

The contractor has indicated their disagreement with the assessment of liquidated damages. City staff has reviewed a letter written by the contractor and found the arguments to be lacking in substance and believes that an assessment of liquidated damages is within the terms of the Agreement.

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
Change Order No. 2 (Final)	(\$ 28,800.00)	December 13, 2016
Adjusted Total Contract	\$ 272,518.04	

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. All improvements have been installed in accordance with the contract documents, Standard Specifications and Drawings and as directed by the City Engineer.
- C. Section 9, "Liquidated Damages" of the Agreement between the City and contractor specify the City may deduct Liquidated Damages as a result of the contractor failing to perform the work as specified in the contract documents within the time of performance (working days).
- D. 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:

- 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:

This action does not affect the current budget and all costs associated with this Contract Change Order No. 2 (Final) have been encumbered. All funding is available in account number 413-51-536.51162 "Countryside Storm Drain Line" and no additional appropriations are needed.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

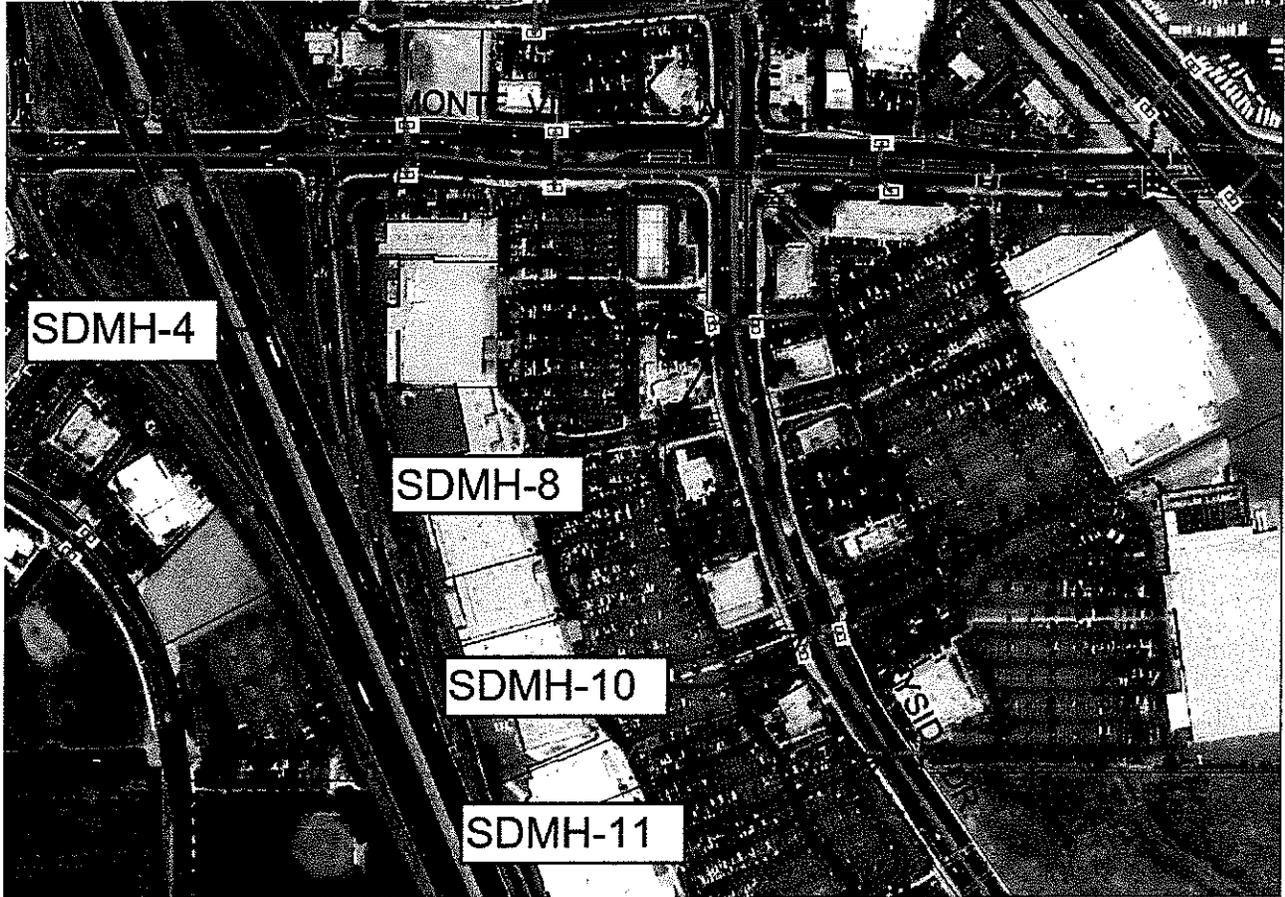
6. ENVIRONMENTAL DETERMINATION:

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 Agreement provides for the assessment of liquidated damages when the contract time is exceeded.
- 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 in accordance with the project plans and specifications.

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





CONTRACT CHANGE ORDER

Date issued: December 13, 2016 Change Order No.: 2 (Final)
 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:
2.1	Liquidated Damages	LS	1	(\$28,800.00)
Total this CCO=				(\$28,800.00)
The original contract sum =				\$238,800.00
Net change by previous change orders =				\$62,518.04
The contract sum will be (decreased) by this Change Order =				(\$28,800.00)
The new contract sum including this change order will be =				\$272,518.04
The contract time is unchanged 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

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual		Bid		Total Difference
				Quantities	Amount	Quantities	Amount	
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)
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)
2.1	Liquidated Damages	LS	(\$28,800.00)	1.00	(\$28,800.00)	0.00	\$0.00	(\$28,800.00)
SUB-TOTAL CHANGE ORDER ITEMS =					\$68,718.04		\$0.00	(\$68,718.04)
TOTAL PROJECT =					\$272,518.04		\$238,800.00	\$33,718.04

6D

City Council Synopsis

December 13, 2016



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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 15-51 "Street Tree Replacement" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement, in the amount of \$77,792 (Fund 246), with Landology, Inc. of Lincoln, California, for City Project No. 15-51 "Street Tree Replacement"

Resolution: Appropriating \$98,850 to account number 246-60-600.44001_263 "Supplies Street Tree Replacement" to be funded from Fund 246 "Landscape Assessment" reserves for City Project No. 15-51 "Street Tree Replacement" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

Currently, the City of Turlock has approximately 197 assessment districts of which 132 include a tree maintenance component. The purpose of the tree maintenance component is to maintain and replace street trees as needed. Beginning this year, staff began assessing the condition of the street trees in each assessment district that was up for its 7 year slurry seal application and had a street tree component. By assessing the condition of the street trees during the slurry seal application year, staff can ensure that the street trees will be assessed on a seven year cycle. This year, staff determined that 176 locations had either dead or missing street trees within the assessment districts that contain the tree maintenance component. This project will remove and replace the dead or missing street trees within these districts.

for signature
for J.R.H.

On November 1, 2016, staff received two (2) bids for City Project No. 15-51 "Street Tree Replacement." Landology, Inc. of Lincoln, California, was the lowest responsible bidder with a bid in the amount of \$77,792.

Bid Summary:

COMPANY NAME	BID AMOUNT
Landology, Inc.	\$77,792
West Coast Arborists, Inc.	\$96,800

The assessment districts included in this project are as follows:

- Apple Lane Estates
- Ferreira Ranch #4
- Ferreira Ranch Estates #1, #2, #3, and #5
- Traditions #3
- Kandola Estates
- Legends #6
- Milestone
- Legends North #1
- Summerfield
- Florsheim NEMP Palermo
- Turlock Village

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. The proposed funding is specifically for tree maintenance in the identified assessment districts.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

- 6. Protect and manage Turlock's urban forest, including street trees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Project Cost	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$98,849.31	\$77,792	\$7,779.20	\$7,779.20	\$5,498.91

This project was not identified when the Fiscal Year 2016-17 budget was prepared and therefore not included in the adopted budget. The funding for this project is comprised of fees collected from assessment districts for the purpose of maintenance of street trees and can only be used for this purpose in the assessment districts that collect fees for tree maintenance. Appropriation of \$98,850 to account number 246-60-600.44001_263 "Supplies Street Tree Replacement" to be funded from Fund 246 "Landscape Assessment" reserves for City Project No. 15-51 "Street Tree Replacement" will complete the necessary funding required for this project.

Note: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves replacing and maintaining existing landscaping. In accordance with Section 15304 (Minor Alterations to Land) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project maintains City street trees.

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 work is paid for through assessment district fees.

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Street Tree Replacement

PROJECT NUMBER: 15-51

BID OPENING: November 1, 2016
10:00 AM

ANTICIPATED COUNCIL AWARD DATE: December 13, 2016

1 2

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Landology, Inc.		West Coast Arborists, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Remove and Replace City Street Tree (15 Gal.)	EA	176	\$500.00	\$88,000.00	\$442.00	\$77,792.00	\$550.00	\$96,800.00
Total =					\$88,000.00		\$77,792.00		\$96,800.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-51 Street Tree Replacement

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

LANDOLOGY, INC.
55 Sierra Collage Blvd.,
Lincoln, California 95648

hereinafter called "Contractor" on this 13th day of December, 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 December 13, 2016, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Remove and replace City street tree (15 gallon) including existing tree well, preserve existing sprinkler systems, and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 15-51, "Street Tree Replacement."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Seventy Seven Thousand Seven Hundred Ninety Two and NO/100ths Dollars (\$77,792.00)**. Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty-five (25)** 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 **Three Hundred Fifty and no/100ths Dollars (\$350.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as 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.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or

- c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City

of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

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

24. Contractor's Insurance:

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

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

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

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

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

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

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30)

days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. City Contract Administrator:

The City's contract administrator and contact person for this Agreement is:

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: RJones@turlock.ca.us

32. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

33. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

34. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 23 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

LANDOLOGY, 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. 15-51, "Street Tree Replacement ,"** a true and correct
copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock,
which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work
contracted to be performed under said contract, then this obligation shall be void, otherwise to
remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any
provision of said contract or in any plans and specifications referred to herein, and no forbearance
on the part of the City shall operate to release the Surety from liability on this Bond, and consent
to make such alterations without further notice to or consent by the Surety is hereby given, and
the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of
California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of _____ Dollars (\$_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 15-51, "Street Tree Replacement ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING
CITY PROJECT NO. 15-51 "STREET TREE
REPLACEMENT" IS EXEMPT FROM THE
PROVISIONS OF THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA)
IN ACCORDANCE WITH SECTION 15304
(MINOR ALTERATIONS TO LAND) OF THE
CEQA GUIDELINES

}
}
}
}
}
}
}
}

RESOLUTION NO. 2016-

WHEREAS, the 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 15304 (Minor Alterations to Land) of the CEQA Guidelines categorically exempts projects that consist of new gardening or landscaping; and

WHEREAS, the key consideration in the applicability of Section 15304 (Minor Alterations to Land) of the CEQA Guidelines is that the project involves installing new landscaping; and

WHEREAS, the purpose of City Project No. 15-51 "Street Tree Replacement" is to install new City street trees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 15-51 "Street Tree Replacement" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$98,850 TO ACCOUNT NUMBER }
246-60-600.44001_263 "SUPPLIES STREET }
TREE REPLACEMENT" TO BE FUNDED }
FROM FUND 246 "LANDSCAPE }
ASSESSMENT" RESERVES FOR CITY }
PROJECT NO. 15-51 "STREET TREE }
REPLACEMENT" TO COMPLETE THE }
NECESSARY FUNDING REQUIRED }
FOR THIS PROJECT }

RESOLUTION NO. 2016-

WHEREAS, 132 of 197 assessment districts include fees collected for tree maintenance; and

WHEREAS, City Project No. 15-51, "Street Tree Replacement" is a tree maintenance project that replaces dead or missing street trees within assessment districts that have a street tree replacement component; and

WHEREAS, Fund 246 "Landscape Assessment" reserves are funds to be used for assessment district landscape maintenance projects and there are sufficient reserves to fund this project; and

WHEREAS, funding for this project is not currently included in Fiscal Year 2016-17 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$98,850 to account number 246-60-600.44001_263 "Supplies Street Tree Replacement" to be funded from Fund 246 "Landscape Assessment" reserves for City Project No. 15-51 "Street Tree Replacement" to complete the necessary funding required for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

December 13, 2016



6E



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. 16-37A "Fire Department Live Fire Training Facility" 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 \$188,000 (Fund 305), with Richard Townsend Construction of Oakdale, California, for City Project No. 16-37A "Fire Department Live Fire Training Facility"

Resolution: Appropriating \$215,500 to account number 305-40-443.51270 "Construction Project" to be funded using \$179,000 of unappropriated reserves in Fund 305 "CFF-Fire" and \$36,500 from Fund 116 "Special Public Safety – Fire"; and appropriating \$36,500 in Fund 116 "Special Public Safety – Fire" and transferring these monies to Fund 305 "CFF – Fire" for City Project No. 16-37A "Fire Department Live Fire Training Facility" to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

The proposed project is for the Fire Department Live Fire Training Facility, involving the construction and installation of cargo containers in a three story configuration on a permanent foundation with exterior stairways. This project replaces the original live fire training building that the Council authorized for demolition on June 14, 2016.

On October 27, 2016, staff received two (2) bids for City Project No. 16-37A "Fire Department Live Fire Training Facility." Richard Townsend Construction, Inc. of Oakdale, California, was the lowest responsible bidder with a bid in the amount of \$188,000.

DSC for Agenda

AM A.R.H.

Bid Summary:

COMPANY NAME	BID AMOUNT
Richard Townsend Construction, Inc.	\$188,000
BZ Construction	\$358,924

As this project is not a typical project, staff's estimate was considerably lower than the low bid. Through consultation with professionals within the industry, staff was reassured the bid costs were reasonable. Staff does not anticipate significant cost savings would be realized if the bids were rejected and the project was re-advertised.

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder submitting a responsive bid.
- B. This project will provide training facilities for the fire department that currently do not exist.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3 Public Safety

General Principles:

- 6. The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.

Action Item:

- 3. **Ensure equipment and infrastructure readiness:** Public Safety depends heavily on technology to act as a force multiplier for service delivery to the public. Staff has identified opportunities to enhance current technology.

Implementation Measures:

- Repair or replace the training burn building (no later than April 1, 2016).

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Project Cost	Contractor Bid Cost	Construction Contingency (10%)	Construction Engineering, Materials Testing and Inspection	Design, Demolition, Cargo Container Purchase Costs
\$269,000	\$188,000	\$18,800	\$18,900	\$43,300

The City has incurred approximately \$43,300 in costs for this project thus far of which \$23,500 were expended in the 2015-16 Fiscal Year. The expenses covered the environmental and demolition work for the previous burn building, consultant design fees for preparation of project plans for the new facility, purchase of eight cargo containers, City staff time administering the project and various permit fees.

The Fiscal Year 2016-17 budget contains an appropriation of \$30,000 in account 305-40-443.51270 "Construction Project" to account for the costs of this project for this year. Staff is requesting an appropriation of \$215,500 to this account to increase the budget to the total anticipated costs of this project for this year of \$245,500. This appropriation is to be funded using \$179,000 from unexpended reserves in Fund 305 "CFF – Fire" and a transfer of \$36,500 from Fund 116 "Special Public Safety – Fire" as further explained below.

The Fiscal Year 2015-16 adopted budget contained an appropriation of \$60,000 in account number 116-30-305.51028_003 for this project. Only \$23,500 of the \$60,000 was expended last fiscal year. With the above budget amendment, the remaining funds (\$36,500) from last fiscal year will be re-appropriated to the current year and transferred to Fund 305.

These budget amendments will complete the necessary funding required for this project. All funds will be transferred into account number 305-40-442.51307 "Construction Project" and will supplement the \$30,000 already budgeted for this project.

Staff has conferred with the finance department in preparation of the fiscal impact for this report.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project involves new construction of a facility located within the confines of the City of Turlock's corporation yard. In accordance with Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act (CEQA), this project is categorically exempt from the provisions of CEQA due to the fact that this project does not involve any expansion of use to the facility and only minor modifications are made to the overall corporation yard.

7. ALTERNATIVES:

- A. Reject the low bid for this project. Staff does not recommend this option as this facility will provide training opportunities that do not exist for the City of Turlock's firefighters.

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fire Department Live Fire Training Prop
 PROJECT NUMBER: 16-37A
 BID OPENING: Tuesday, 10/18/16
 2:00 PM

ANTICIPATED COUNCIL AWARD DATE: Date of Council Meeting

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2	
				Unit Price	Total	RTC		BZ Construction	
1	Live Fire Training Prop	LS	1	\$65,000.00	\$65,000.00	\$188,000.00	\$188,000.00	\$358,924.00	\$358,924.00
Total =					\$65,000.00	\$188,000.00	\$188,000.00	\$358,924.00	\$358,924.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING }
CITY PROJECT NO.16-37A "FIRE }
DEPARTMENT LIVE FIRE TRAINING FACILITY" }
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 that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, consideration in the applicability of Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines is that the project involves negligible or no expansion of use of the existing facility and only minor modifications are made to the facility (corporation yard); and

WHEREAS, the purpose of City Project No. 16-37A, "Fire Department Live Fire Training Facility" is to install and construct a live-fire training facility made of cargo-containers located within the City of Turlock' corporation yard, and does not involve any expansion of use of the existing facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that City Project No. 16-37A " Fire Department Live Fire Training Facility " is exempt from the provisions of 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 regular meeting of the City Council of the City of Turlock this 13TH day of December, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2016-
\$215,500 TO ACCOUNT NUMBER }
305-40-443.51270 "CONSTRUCTION }
PROJECT" TO BE FUNDED USING \$179,000 }
OF UNAPPROPRIATED RESERVES IN }
FUND 305 "CFF-FIRE" AND \$36,500 FROM }
FUND 116 "SPECIAL PUBLIC SAFETY-FIRE"; }
AND APPROPRIATING \$36,500 IN FUND 116 }
"SPECIAL PUBLIC SAFETY-FIRE" AND }
TRANSFERRING THESE MONIES TO FUND }
305 "CFF -FIRE" FOR CITY PROJECT }
NO. 16-37A "FIRE DEPARTMENT LIVE FIRE }
TRAINING FACILITY" TO COMPLETE THE }
NECESSARY FUNDING REQUIRED FOR }
THIS PROJECT }

WHEREAS, this project was originally budgeted in Fiscal Year 2015-16, however project funding was not carried over into the current fiscal year; and

WHEREAS, by previous action on June 14, 2016, Council authorized demolition of the previous burn building and awarded a bid for the construction of a new training facility; and

WHEREAS, the Fire Department does not currently have a training facility available to perform live fire training; and

WHEREAS, a majority of the funding is provided from Capital Facility Fees (CFF) as this project was included in the CFF program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$215,500 to account number 305-40-443.51270 "Construction Project" to be funded using \$179,000 of unappropriated reserves in Fund 305 "CFF-Fire" and \$36,500 from Fund 116 "Special Public Safety – Fire; and appropriate \$36,500 in Fund 116 "Special Public Safety – Fire and transfer these monies to Fund 305 "CFF – Fire" for City Project No. 16-37A "Fire Department Live Fire Training Facility" to complete the necessary funding required for this project

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December 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

December 13, 2016



6F



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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase and delivery of one (1) 2017 Ford Transit T-150 passenger vehicle for use in the administration and management of transit services from Downtown Ford Sales in Sacramento, California, under a leveraged procurement agreement through the State of California (Contract No. 1-16-23-23), in the amount of \$36,741.97 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(5)

2. DISCUSSION OF ISSUE:

First Transit, the City's contracted provider of transit services, employs drivers that provide fixed-route and demand-response service within the City. Currently, the only vehicles available to First Transit for use in providing transit services are small and large buses. While the small and large buses are sufficient in meeting most passenger transportation needs, there are no vehicles available to First Transit for the sole purpose of oversight, administration and management of the transit services they provide. As such, City staff has identified the need to provide a vehicle for that purpose. This new vehicle would be used by First Transit personnel for shuttling drivers between the Corporation Yard, the home of the transit dispatch office, and the Turlock Regional Transit Center, where shift changes and transfers occur. Currently this is completed in a small bus, which puts unnecessary wear, tear and miles on the buses. In addition, the vehicle could be used for training, monitoring and quality assurance in service performance, allowing the First Transit manager to perform field observations of transit personnel.

The 2017 Ford Transit vehicle specified in the attached quote (Exhibit A) provides the capacity, functionality and features that meets the needs of Turlock Transit in providing a high quality public transportation service, while minimizing unnecessary wear and tear to rolling stock equipment. This vehicle has capacity for up to ten

OK for Approval
Dan A. E.A.

(10) passengers, which not only accounts for the five (5) fixed route drivers that will be operating the fixed-routes next year, but also accounts for future growth and changes in the system.

3. BASIS FOR RECOMMENDATION:

- A. Reduces wear and tear on rolling stock equipment.
- B. Allows contracted transit management to provide greater oversight and field verification of transit performance.
- C. Improving customer service in an effort to be consistent with the "excellence" portion of the vision for City transit services outlined in the adopted Short Range Transit Plan.
- D. Included as a capital purchase item in the Fiscal Year 2016-17 Transit Claim approved by the Stanislaus Council of Governments.

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 equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The total cost of the purchase is \$36,741.97. Sufficient funding exists in account number 426-40-415.51240 "LTF Capital" of the Fiscal Year 2016-17 budget for the procurement of the specified item.

No General Fund money will be used for this vehicle purchase.

Budget Amendment:

Not required, as the funds are already budgeted for this purpose.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the purchase of the Ford Transit vehicle. City staff does not recommend this approach because the vehicle will help improve the longevity of existing bus equipment, as well as provide opportunities for greater management, oversight and performance monitoring by transit management personnel.



QUOTATION

GE 071520161134

DOWNTOWN FORD SALES
 525 N. 16TH STREET, SACRAMENTO, CA 95811
 (916) 442-6931 | FAX (916) 491-3138

PAGE 1 OF 1

NAME	CITY OF TURLOCK	REP	G. ENOS
ADDRESS		DATE	7/15/16
CITY	TURLOCK CA ZIP	PHONE	(916) 442-6931

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	MAJOR STANDARD EQUIPMENT		
1	NEW 2017 TRANSIT T-350 LR, 3.7L V6, 12-PASS, 148" WB PER STATE OF CALIFORNIA CONTRACT 1-16-23-23A	\$25,933.00	\$25,933.00
	FACTORY-INSTALLED OPTIONS		
1	CHANGE TO T-150 MEDIUM ROOF, SLIDING PASS DOOR 10-PASS .130" WB	\$2,189.00	\$2,189.00
1	BACKUP ALARM	\$125.00	\$125.00
1	BLUETOOTH — FACTORY SYNC (REQ. CRUISE CONTROL)	\$775.00	\$775.00
1	CRUISE CONTROL	\$328.00	\$328.00
1	DAYTIME RUNNING LIGHTS	\$45.00	\$45.00
1	HIGH CAPACITY FRONT / REAR A/C	\$853.00	\$853.00
1	KEYLESS ENTRY KEYPAD	\$95.00	\$95.00
1	PERIMETER ANTI-THEFT ALARM	\$233.00	\$233.00
1	REVERSE SENSING SYSTEM	\$297.00	\$297.00
1	RUNNING BOARD (PASSENGER SIDE ONLY)	\$159.00	\$159.00
1	WINDOWS-ALL-AROUND W/ 2ND ROW DR/PS FLIP-OPEN GLASS	\$192.00	\$192.00
	DEALER UPFIT / SERVICE BODIES		
2	EXTRA KEY, TOTAL OF 4 KEYS	\$299.00	\$598.00
1	MANUAL — SHOP (CD-ROM)	\$294.00	\$294.00
1	MANUAL — PARTS (CD-ROM)	\$279.00	\$279.00
	NOTES		
	*EXT. WILL BE FLEET WHITE UNLESS OTHER COLOR SPEC'D.		
1	WARRANTY — EXTRA CARE, 5YR/100,000MI/\$0.00 DEDUCTIBLE	\$1,632.00	\$1,632.00
1	DOCUMENTATION FEE (DOC FEE)	\$80.00	\$80.00
		SUBTOTAL	\$34,107.00
		7.625% SALES TAX	\$2,476.22
		SHIPPING	\$150.00
		TIRE FEE	\$8.75
		TOTAL	\$36,741.97

\$500 DISCOUNT FOR PAYMENT WITHIN 20 DAYS
 PER STATE OF CALIFORNIA CONTRACT 1-16-23-23A

66

City Council Synopsis
December 13, 2016



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

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Turlock Community Theatre, Inc. for the purpose of utilizing the Turlock Community Theatre for recreation dance classes and the end of session recital

2. DISCUSSION OF ISSUE:

The City of Turlock offers recreational dance classes for the community. The City was recently informed that the rental fees at the location where classes were previously held have increased. Based on this information and to avoid having to increase program fees to offset higher rental rates, staff researched alternative venues and has found that Turlock Community Theatre meets the City's needs in availability, space and cost. The City of Turlock and Turlock Community Theatre desire to enter into an Agreement that authorizes the City of Turlock to utilize the Turlock Community Theatre for dance classes and the end of session recital from January 11, 2017 to April 7, 2017. By utilizing Turlock Community Theatre, weekly dance classes and the recital will be held at one common place, which will allow performers to prepare at the facility where the recital will be performed. Previously, dance classes were held at one facility and the recital at another facility.

3. BASIS FOR RECOMMENDATION:

A. The Agreement between the City of Turlock and Turlock Community Theatre will provide a lower cost for facility rentals to house dance classes and recital at the same facility.

Policy Goal and Implementation Plan Initiative:

Policy Goal #7: Quality Community Programs

OK for Agenda
Pam A. R.H.

General Principles:

1. Strive to provide affordable recreation opportunities for all.
2. Deliver positive recreation programming to deter crime and improve quality of life.
3. Focus on partnerships to expand services and the number of citizens served.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The City of Turlock will pay Turlock Community Theatre a Five Hundred Dollar (\$500) deposit and One Hundred dollars (\$100) per week for use of facility. No additional monies are required for this program.

This staff report has been reviewed by Finance Staff.

Budget Amendment

The cost of the program expenses has been included in the 2016/17 fiscal year budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could choose not to enter into a contract with Turlock Community Theatre to utilize the facility for dance classes. With this alternative, there is a need to increase program costs in order to offset higher rental fees.

RENTAL CONTRACT

TURLOCK COMMUNITY THEATRE, INC.

Street address: 1574 E. Canal Dr., Turlock, CA 95380

Mailing address: P.O. Box 1458, Turlock, CA 95381

(209) 668-1169, fax (209) 668-1685

THIS AGREEMENT is entered into between Turlock Community Theatre, Inc. (hereinafter referred to as TCT.) and **City of Turlock - Parks, Recreation & Public Facilities** (hereinafter referred to as CLIENT) for the rental of the THEATRE for the performance of **"Dance Classes & Recital."**

AGREEMENT

- 1) CLIENT shall be granted the right to use the THEATRE for the purpose of load-in, set-up, load-out, rehearsal(s) and performance(s) as listed below:
 - a.) Wednesday-Thursday, January 11 & 12, 2017: Dance Class @ 2:00PM - 10:00PM
 - b.) Wednesday-Thursday, January 18 & 19, 2017: Dance Class @ 2:00PM - 10:00PM
 - c.) Wednesday-Thursday, January 25 & 26, 2017: Dance Class @ 2:00PM - 10:00PM
 - d.) Wednesday-Thursday, February 1 & 2, 2017: Dance Class @ 2:00PM - 10:00PM
 - e.) Wednesday-Thursday, February 8 & 9, 2017: Dance Class @ 2:00PM - 10:00PM
 - f.) Wednesday-Thursday, February 15 & 16, 2017: Dance Class @ 2:00PM - 10:00PM
 - g.) Wednesday-Thursday, March 1 & 2, 2017: Dance Class @ 2:00PM - 10:00PM
 - h.) Wednesday-Thursday, March 8 & 9, 2017: Dance Class @ 2:00PM - 10:00PM
 - i.) Wednesday-Thursday, March 15 & 16, 2017: Dance Class @ 2:00PM - 10:00PM
 - j.) Wednesday-Thursday, March 22 & 23, 2017: Dance Class @ 2:00PM - 10:00PM
 - k.) Wednesday-Thursday, March 29 & 30, 2017: Dance Class @ 2:00PM - 10:00PM
 - l.) Wednesday, April 5, 2017: Dance Class @ 2:00PM - 10:00PM
 - m.) Friday, April 7, 2017: Performance - Dance Recital @ 2:00PM - 10:00PM
- 2) CLIENT agrees to pay TCT, for the rights hereby granted, a rental fee, as well as other fees agreed upon by CLIENT and TCT.
- 3) All cancellations must be made in writing.
- 4) For the period of not less than 60 days prior to the first day of the CLIENT's occupation of the THEATRE, TCT reserves the right to hold the THEATRE for any one day of the CLIENT's rental period, as scheduled in item #1 above, in the event that TCT requires the THEATRE for the purpose of production and performance of an additional show to TCT's current schedule of performances. TCT will make every effort to reschedule the lost day to a date that is most convenient for the CLIENT.
- 5) TCT shall provide required event staff and shall schedule the number of employees determined to be required for the safe and efficient operation of the THEATRE during the event. Reimbursement to TCT for the costs of these employees shall be paid by CLIENT.
- 6) TCT shall provide box office services required for sale of tickets if CLIENT so desires, at an additional expense to the CLIENT. CLIENT will have sole rights and responsibility to control the funds paid by the public for admission to the THEATRE. CLIENT shall be

responsible for the printing of tickets for the scheduled event and shall provide tickets to the box office at their discretion. CLIENT will have the sole right to establish ticket prices for this scheduled event.

- 7) CLIENT agrees to make payments, as indicated in this agreement, to the TCT for the provision of the services included in this agreement. If payments are not made on or before the dates indicated, this agreement can be cancelled by TCT. If said cancellation occurs, CLIENT shall not maintain the rights and interests included in this agreement or any others that may have been implied or discussed.
- 8) ***** **CLIENT shall provide verification of insurance, in the amount of \$1 million** combined single limit, for the event(s) anticipated in this agreement thirty (30) days in advance of the event(s). **CLIENT is to name TURLOCK COMMUNITY THEATRE as additional insured.** If CLIENT fails to provide the insurance certificate on or before the thirty (30) day advance date, TCT shall provide insurance for the event at an additional cost of **\$500.00 per day**, which CLIENT will reimburse to TCT. *****
- 9) CLIENT shall provide TCT with a comprehensive written list of technical requirements for the event(s) and TCT will provide a written quotation for these requirements. TCT requires that THEATRE technicians shall be used in all cases where THEATRE lighting/sound equipment is used.
- 10) CLIENT shall provide for the orderly production of the event(s) and shall insure that the safety of the public and the THEATRE are always maintained. If, at any time, the activities in the THEATRE appear to be detrimental to members of the public, facility employees or THEATRE, TCT shall have the sole right to make decisions required to insure safety and the professional presentation of the event(s). This shall include, but not be limited to, issues involving security, box office management, ushering of patrons, production quality and event related issues. CLIENT agrees that, at all times, decisions relating to these issues shall be solely made at the discretion of TCT, the Turlock Police Department, and the security company which may have been hired to work at the event(s).
- 11) CLIENT agrees to indemnify and save harmless TCT and its respective employees, officers, agents and servants, from any and all claims, causes of action and suits accruing from any damages, injury or loss to any person or persons, including all persons to whom CLIENT may be liable under any Worker's Compensation law and CLIENT himself and from any loss, damage, cause of action, claims or suits for damages, including, but not limited to loss of property goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by CLIENT of the privileges herein granted.
- 12) It is agreed that this agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of TCT. CLIENT further agrees that it will not sell, exchange or barter, or permit its employees or volunteers to sell, exchange or barter, any permits issued to CLIENT or its employees hereunder.
- 13) It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alternatives or variations of the terms hereof, unless made in writing and signed by the parties hereon, shall be binding upon any of the parties hereto.

- 14) IT IS UNDERSTOOD BY CLIENT THAT AT NO TIME SHALL SMOKING, ALCOHOLIC BEVERAGES OR DRUGS BE PERMITTED IN OR AROUND THE THEATRE PREMISES. NO FOOD OR BEVERAGES ARE ALLOWED IN THE THEATRE AT ANY TIME with the exception of (plastic) bottled water. CLIENT SHALL HAVE THEIR PERSONNEL PROHIBIT PATRONS FROM ENTERING THEATRE WITH THOSE ITEMS.
- 15) Food and beverage service and/or sales must have the approval of the theatre manager at least two weeks prior to the event. Food and beverages are not permitted in the School District Building unless the hallway carpet is fully covered with plastic sheeting. No exceptions.
- 16) It is understood by CLIENT that children are not allowed to wander/run through the hallways due to classes being in session during the week.
- 17) In the event that CLIENT fails to comply in any respect with the terms and conditions of this agreement, all payment for the rental of the THEATRE shall be deemed earned and non-refundable by TCT, and TCT shall have the right to occupy the space in any manner deemed for the best interest of TCT.
- 18) PARKING IS NOT ALLOWED ON ANY GRASS AREA NOR CAN FIRE LANES IN FRONT OR BEHIND THE BUILDING BE BLOCKED AT ANY TIME. FAILURE TO COMPLY WILL RESULT IN VEHICLES BEING TOWED AT OWNER'S EXPENSE.
- 19) CLIENT agrees to allow TCT to use CLIENT'S name in newspaper or other media advertising as it pertains to upcoming events in the THEATRE.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year written below.

Signature of Client Representative **Date**

Client Name & Organization

Client Address **City** **State** **Zip**

Client Phone # / Alternate or Cell # **Fax #**

Kit Casey, Managing Director **Date**
Turlock Community Theatre

INVOICE

Turlock Community Theatre
P.O. Box 1458
Turlock, CA 95381
Phone: 209.668.1169
Fax: 209.668.1685

Bill To: City of Turlock – Parks, Recreation & Public Facilities
Attn: Mark Crivelli
144 S. Broadway
Turlock, CA 95380
209.668.5594 ext. 4603

Invoice # R2016-13

Invoice Date: 9/16/16

Description:

Deposit to hold the Turlock Community Theatre for Wednesday's and Thursday's in January – April 2017 for the performance of *Dance Classes and Recital.* \$500.00

Deposit Due \$500.00

Thank you for your interest in the Turlock Community Theatre.

**Deposit Due Date:
Upon Receipt**

Amount Due: \$500.00
Payable to: Turlock Community Theatre
P.O. Box 1458, Turlock, CA 95381

Central San Joaquin Valley Risk Management Authority

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100 ~ csjvrmacerts@bickmore.net

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 31117099

Certificate Holder: Turlock Community Theatre

Attn: Kit Casey
1574 E. Canal Dr.
Turlock, CA 95380

Covered Party: City of Turlock

Description of Covered Activity: As respects the Facilities Use Agreement between the Turlock Community Theatre and the City of Turlock regarding the dance classes and recital to be held on Wednesday and Thursday evenings for the period of January 10, 2017 - April 6, 2017 and Friday April 7, 2017; Turlock Community Theatre is an additional covered party with regard to any negligent acts or omissions of the City of Turlock, its officers, officials, employees, and volunteers.

Memorandum of Coverage Number:

CSJVRMA 2016 GL

Effective Date: 1/10/2017

Expiration Date: 4/8/2017

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect:

General and automobile liability as defined in the memorandum of coverage on file with the covered party named above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

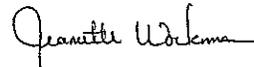
Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

Coverage is in effect from 12:01 a.m. Pacific Standard Time of effective date to 12:01 a.m. Pacific Standard Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 7/28/2016

Renewal: No **CARMA Certificate Issued:** No

Authorized Representative Signature:



6H

City Council Synopsis

December 13, 2016



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

1. ACTION RECOMMENDED:

Resolution: Accepting donations made to the City of Turlock Parks, Recreation and Public Facilities Department from various donors between June and November 2016 in the amount of \$1,362.64 (monetary donations) and \$1,200 (in-kind donations), to be utilized to fund a variety of Parks, Recreation and Public Facilities Department programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

Through the development and promotion of the "People, Programs and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities. Monies received through these monetary donations assist with a variety of Parks, Recreation and Public Facilities programs, scholarships and activities. In addition, this funding reduces the funding necessary from the General Fund.

Staff received donations for numerous programs and activities implemented by the Parks, Recreation and Public Facilities Department as per "Attachment A" of the Resolution.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

City Council
Pam A. R. H.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Funds to be deposited into the accounts as detailed in "Attachment A" of the Resolution.

Total amount donated: \$2,562.64

Finance has reviewed the account numbers for the donations.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council may choose not to accept the donations. Staff does not recommend this alternative as these donations were obtained from the community to support programs, scholarships, and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS } RESOLUTION NO. 2016-
MADE TO THE CITY OF TURLOCK PARKS, }
RECREATION AND PUBLIC FACILITIES }
DEPARTMENT FROM VARIOUS DONORS }
BETWEEN JUNE AND NOVEMBER 2016 IN }
THE AMOUNT OF \$1,362.64 (MONETARY }
DONATIONS) AND \$1,200 (IN-KIND }
DONATIONS), TO BE UTILIZED TO FUND A }
VARIETY OF PARKS, RECREATION AND }
PUBLIC FACILITIES DEPARTMENT }
PROGRAMS, SCHOLARSHIPS, }
AND ACTIVITIES }
_____ }

WHEREAS, through the development and promotion of the “People, Programs and Partnerships” program, staff has successfully engaged private businesses, non-profit agencies and individuals to support a variety of recreation, sports, and art activities; and

WHEREAS, the Parks, Recreation and Public Facilities Department receives donations from the community to support a variety of programs, scholarships, and activities as detailed in “Attachment A”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Parks, Recreation and Public Facilities Department from various donors between June and November 2016 in the amount of \$1,362.64 (monetary donations) and \$1,200 (in-kind donations), to be utilized to fund a variety of Parks, Recreation and Public Facilities programs, scholarships, and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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"

Date	Donor	Account number	Amount
8/16/16	City of Turlock Employees 156 S. Broadway, Turlock, CA 95380	270-61-635- 399.37200_000 Recreation Grant Donations	\$168.00
10/13/16	Juan Vargas 720 Exeter Turlock, CA 95380	270-61-635- 399.37200_000 Recreation Grant Donations	\$1,194.64
6/29/16	Stanislaus County	In kind	\$1,200.00
		Donation Total	\$2,562.64

City Council Synopsis

December 13, 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:

Resolution: Authorizing submission of applications for all Department of Resources Recycling and Recovery (CalRecycle) grants for which the City of Turlock is eligible to receive and delegating signing authority to the Mayor, City Manager, or his/her designee of grant documentation for a period of five (5) years

2. DISCUSSION OF ISSUE:

In an effort to reduce the impact of solid waste on the environment, the State of California has made available grant programs to provide funding for local agencies that increase their use of recycled materials. Since using recycled material typically costs more than using traditional material, these grant opportunities help offset the cost of installing environmentally friendly materials for about the same cost of installing more traditional materials.

The program's application requirements stipulate that each local agency designate a signing authority for CalRecycle grants. Pursuant to these requirements staff has prepared a Resolution for consideration by City Council, based on CalRecycle's recommendations, which delegates signing authority to the Mayor, City Manager, or his/her designee, for a period not to exceed five (5) years.

3. BASIS FOR RECOMMENDATION:

- A. Per the CalRecycle Rubberized Pavement and Tire Derived Grant Program application requirements, the City Council must delegate signing authority for submitting grant-related documentation.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

OK for Agenda

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

If approved, the fiscal impact to various projects will be addressed with further Council action. Future applications will allow the possibility to supplement projects with State CalRecycle funds.

There is no impact to the General Fund.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15378 (Project) of the California Environmental Quality Act (CEQA) Guidelines, this action is not defined as a project and therefore the provisions of CEQA do not apply.

7. ALTERNATIVES:

- A. Deny approval of the resolution. This would result in rejection of grant applications, which would deny funding necessary to offset costs related to various future projects, including the Monte Vista Avenue median turf replacement project. Staff does not recommend this action.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
SUBMISSION OF APPLICATIONS FOR ALL }
DEPARTMENT OF RESOURCES }
RECYCLING AND RECOVERY }
(CALRECYCLE) GRANTS FOR WHICH THE }
CITY OF TURLOCK IS ELIGIBLE TO }
RECEIVE AND DELEGATING SIGNING }
AUTHORITY TO THE MAYOR, CITY }
MANAGER, OR HIS/HER DESIGNEE OF }
GRANT DOCUMENTATION FOR A PERIOD }
OF FIVE (5) YEARS }

RESOLUTION NO. 2016-

WHEREAS, Public Resources Code Sections 48000 et seq. authorize the Department of Resources, Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock authorizes the submission of applications to CalRecycle for all grants for which the City of Turlock is eligible.

BE IT FUTHER RESOLVED that the Mayor, City Manager, or his/her designee are hereby authorized and empowered to execute in the name of the City of Turlock all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

BE IT FUTHER RESOLVED that this authorization is effective for five (5) years from the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December 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

6J

City Council Synopsis
December 13, 2016



From: Michael I. Cooke, Municipal Services Director
Prepared by: Fallon Martin, Staff Services Analyst
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc. for On-Call Hydrogeological Engineering Services, in an amount not to exceed \$422,250 from account number 420-52-550.43320 "Special Services/Projects"

Resolution: Appropriating \$422,250 to account number 420-52-530.43320 "Special Services/Projects" from Fund 420 Water Enterprise Operating Reserves to fully fund On-Call Hydrogeological Engineering Services

2. DISCUSSION OF ISSUE:

On September 13, 2016, the City Council authorized issuance of Request for Proposal (RFP) No. 16-374 for On-Call Hydrogeological Engineering Services. The services included in the RFP include well rehabilitation efforts, development of well test holes, and installation of new wells. All of these improvements to the City's groundwater supply system were identified in the Hydrogeologic and Water Quality Assessment Report accepted by the City Council on August 9, 2016.

In order to sustain a long-term reliable water supply, it is recommended the City identify short-term and long-term solutions for additional groundwater supplies. Short-term solutions include the rehabilitation of existing wells; and long-term solutions include drilling new municipal supply wells. The report identified three wells to be rehabilitated: 28, 31, and 38. Each of these wells have been taken offline due to high levels of arsenic. Along with rehabilitating wells, the contract also includes drilling three well test holes. The test holes will allow the City to assess the water quality within the different aquifers to help determine the best locations to install new municipal supply wells.

The City advertised the RFP on September 15, 2016. The deadline to submit proposals was October 12, 2016. Municipal Services received a total of six (6)

OK for Agenda

proposals from different consulting firms. A selection committee of three (3) City staff members performed an extensive review of each submitted proposal, which resulted in a short-list of four (4) consultants. A request for additional information was dispersed amongst the short-list of consultants. The selection committee then reviewed the supplemental information that was submitted by the short-list of consultant. Ultimately, the selection committee unanimously agreed on a consultant.

Staff recommends awarding a contract to Wood Rodgers in the amount of \$383,864, with a 10% contingency in the amount of \$38,386 for a total amount not-to-exceed \$422,250. This would be a three (3) year contract, with the option to extend it up to two (2) additional years.

3. BASIS FOR RECOMMENDATION:

- A. Groundwater supply in the Turlock area has been decreasing over time and this project is intended to bring existing wells back into service to augment water resources.
- B. Continuing to invest in the City of Turlock's groundwater system remains critical to providing a reliable water supply.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 4 Municipal Infrastructure

General Principles:

- 1. Municipal infrastructure is integral to public safety and effective service delivery.
- 2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:

- 1. Expand drinking water supply and improve drinking water quality.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

No impact to the General Fund.

This project will be funded from Fund 420 Water Enterprise Operating Reserves in the amount of \$422,250 to account number 420-52-530.43320 "Special Services/Projects."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the Professional Service Agreement with Wood Rodgers for On-Call Hydrogeological Engineering Services. This alternative is not recommended. The City of Turlock relies solely on groundwater, and bringing additional water supplies online will ensure the City can meet peak demands throughout the year and continue to provide high quality drinking water.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
WOOD RODGERS, INC.
for
On-Call Hydrogeological Engineering Services
CITY PROJECT NO. 16-166

THIS AGREEMENT is made this 13th day of December, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **WOOD RODGERS, INC.**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for on-call hydrogeological engineering services; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed Four Hundred Twenty Two Thousand Two Hundred Fifty and No/100^{ths} Dollars (\$422,250.00). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

4. TERM OF AGREEMENT: This Agreement shall become effective January 1, 2017 and end December 31, 2019, subject to CITY's availability of funds.

5. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or

agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONSULTANT: WOOD RODGERS, INC.
ATTN: LARRY ERNST
3301 C ST BLDG 100-B
SACRAMENTO CA 95816
PHONE: (916) 341-7447**

**for CITY: CITY OF TURLOCK
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4418
FAX: (209) 668-5695**

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

Fallon Martin, Staff Services Analyst
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: famartin@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

WOOD RODGERS

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



EXHIBIT A

November 3, 2016

Ms. Fallon Martin
City of Turlock
156 South Broadway, Suite 270
Turlock, California 95380

Dear Ms. Martin:

Subject: City of Turlock – Requested Additional Information for On-Call Hydrogeological Engineering Services Proposal

Wood Rodgers is pleased to provide the City of Turlock with the attached cost breakdown and project schedule as requested in the Request for Additional Information for the On-Call Hydrogeological Engineering Services Project (Bid # 16-374), dated October 27, 2016. Each task includes the requested scope of work outlined in the request for additional information. The scope of work provided below supersedes our approach from our proposal submitted to the City.

Scope of Work

Task 1 - Well Rehabilitation (Wells 28, 31, & 38)

Task 1 - Project Management (Well Rehab)

This task consists of providing project management related tasks for the well rehabilitation scope of work, including meetings, coordination with the City during the planning stages, and project updates.

Task 1.1 - Well Rehabilitation Program

Wood Rodgers will prepare well rehabilitation work plans and the associated engineer's estimates for three wells, Wells 28, 31, and 38. The order for work will be (1) Well No. 31, (2) Well No. 38, and (3) Well No. 28. However, we will schedule the site work to run concurrently with each other, as practically possible, to maximize Wood Rodgers' time in the field as well as to return the wells to service as quickly as possible prior to summer of 2017. The intent is to combine all three wells into one Specification package for competitive bidding. Multiple well projects are more attractive to contractors and reduce project mobilization costs. This task also includes the preparation of a Strategic Plan for the implementation of the Project approach.

Wood Rodgers will incorporate the work plans, once approved by the City, into a 90% Plans & Specifications for review by the City. Upon receipt of the City's comments, Wood Rodgers will

Ms. Fallon Martin
November 3, 2016
Page 2

incorporate the comments into a 100% Plans & Specifications suitable for competitive bidding and provide the City with five hard copies of the project as well as an electronic version (i.e. pdf).

Task 1.2 - Program Management and Inspection

Wood Rodgers will provide the City with bidding support during the bid period, including meeting with the City prior to the pre-bid meeting, attending a pre-bid meeting, assisting the City in providing responses to bidder's inquiries, and assisting the City in preparation of addenda prior to bid. Wood Rodgers will review all bids received for the project regrading bid completeness and responsiveness and provide our recommendation for award of the project.

Wood Rodgers will provide project oversight during site work by the selected contractor, including reviewing required submittals, attending pre-construction meetings at each site, reviewing change order requests and providing recommendations to City staff for acceptance. Wood Rodgers will review contractor progress payments, verify payment quantities and provide approval recommendations to City staff. Wood Rodgers will develop a project schedule and provide weekly updates as to the progress of each project. Wood Rodgers will provide onsite inspections for conformance to specifications of all materials installed or used in the course of work, provide independent inventories of lineal feet of materials installed, and maintain daily inspection records. Wood Rodgers will provide the City with as-built drawings for any modifications completed in each of the three wells. **The cost for this Task includes some water quality analysis to assess the progress of the modification programs.**

Task 2a - Installation of Three Test Holes

From our previous investigation and from Wood Rodgers knowledge of the hydrogeologic system, we identified the need to construct depth-specific monitoring wells at each selected location to further assess the water quality of the major aquifers. Our intent is to conduct this task by assessing the three sites in a single bid package.

Task 2a.1 - Well Site Evaluation

For this task, Wood Rodgers will evaluate the suitability of the three sites for the feasibility of constructing a municipal supply well that meets regulatory requirements and constructability requirements while targeting the areas within the City's water system that can accept the water without major pipeline improvements and areas that need additional source capacity. Wood Rodgers will prepare a regulatory offset map for each of the identified wells to identify features that require regulatory offsets.

Task 2a.2 - Exploratory Drilling Support

Wood Rodgers will prepare the technical Plans and Specifications for the drilling of a test hole and construction of monitoring wells to assess each site. Wood Rodgers will provide the City

Ms. Fallon Martin
November 3, 2016
Page 3

with 90% Plans and Specifications for review. Upon receipt of comments by the City, Wood Rodgers will finalize into a biddable document for solicitation of competitive bids. Wood Rodgers will provide an engineer's estimate based on the final Specification.

Task 2a.2 consists of providing the City with bidding support during the bid period, including meeting with the City prior to the pre-bid meeting, attending a pre-bid meeting, assisting the City in providing responses to bidder's inquiries, and assisting the City in preparation of addenda prior to bid. Wood Rodgers will review all bids received for the project regrading bid completeness and responsiveness and provide our recommendation for award of the project.

Wood Rodgers will provide project oversight during site work by the selected contractor, including reviewing required submittals, attending pre-construction meetings at each site, reviewing change order requests and providing recommendations to City staff for acceptance. Wood Rodgers will review contractor progress payments, verify payment quantities and provide approval recommendations to City staff. Wood Rodgers will develop a project schedule and provide weekly updates as to the progress of each project. Wood Rodgers will provide onsite inspections during test hole drilling, geophysical logging, provide a lithologic log of the geologic formations encountered, and inspect all materials installed or used in the course of work for conformance with specifications, provide independent inventories of lineal feet of materials installed, and maintain inspection records. **This Task also includes up to nine sets of water quality analysis from the monitoring wells.** Wood Rodgers will provide the City with as-built drawings for any modifications completed in each of the three wells.

Task 2a.3 - Well Design Reports

Based on the information obtained from the exploratory drilling program at each site, Wood Rodgers will provide our recommendation to construct a municipal supply well. Where the exploratory drilling program suggests a municipal well is feasible, Wood Rodgers will prepare a Well Design Report supporting the design of a municipal supply well for each location that we recommend. The Well Design Report will include an engineer's estimate to construct a municipal well at each site.

Task 2b - Installation of Three Municipal Wells

Task 2b.1 - Plans and Specifications

Wood Rodgers will prepare Plans and Specifications and biddable documents for the construction of the three municipal wells. Our recommendation is to combine all three wells into a single biddable document. Multiple well projects are more attractive to contractors and reduce project mobilization costs. Wood Rodgers will provide the City with 90% Plans and Specifications for review. Upon receipt of the City's comments, Wood Rodgers will finalize into a biddable document for solicitation of competitive bids.

Ms. Fallon Martin
November 3, 2016
Page 4

Task 2b.2 - Well Bidding Support Services

Wood Rodgers will provide the City with bidding support during the bid period, including meeting with the City prior to the pre-bid meeting, attending a pre-bid meeting, assisting the City in providing responses to bidder's inquiries, and assisting the City in preparation of addenda prior to bid. Wood Rodgers will review all bids received for the project regrading bid completeness and responsiveness and provide our recommendation for award of the project.

Task 2b.3 - Well Construction Support

Wood Rodgers will provide project oversight during site work by the selected contractor, including reviewing required submittals, attending pre-construction meetings at each site, reviewing change order requests and providing recommendations to City staff for acceptance. Wood Rodgers will review contractor progress payments, verify payment quantities and provide approval recommendations to City staff. Wood Rodgers will develop a project schedule and provide weekly updates as to the progress of each project. Wood Rodgers will provide onsite inspections during borehole drilling, geophysical logging, provide a lithologic log of the geologic formations encountered, and inspect all materials installed or used in the course of work for conformance with the specifications, providing independent inventories of lineal feet of materials installed, and maintain inspection records. Wood Rodgers will provide the City with as-built drawings for the completed wells. It is assumed that the City will collect Title 22 water quality samples and submit to their laboratory. Title 22 water quality analysis can be added to this scope of work for approximately \$5,000 per well.

Task 2b.4 - Well Summary Report

Wood Rodgers will prepare record drawings of the final project depicting as-built conditions, including all project related data, project submittals, inspection field notes, material inventories, well testing data, and water quality data. Wood Rodgers will provide the City with our recommendation of acceptance of the final product.

Wood Rodgers looks forward to the opportunity to help the City of Turlock achieve its goal of providing additional water supply which meets the State of California drinking water standards.

Sincerely,



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

Enclosures: Cost Breakdown by Task
Project Schedule



SUMMARY OF COSTS BY TASK

Client	<u>City of Turlock</u>	Date	<u>11/3/2016</u>
Project Name	<u>On-Call Hydrogeologic Engineering Services</u>	Job Number	<u>16125</u>
		Estimate By	<u>LHE</u>

		<i>Labor</i>	<i>Direct Expenses</i>	<i>Outside Services</i>	<i>Total for Task</i>	
Tasks	1 - Project Management (Well Rehab)	\$17,900	\$552	\$0	\$18,452	\$97,930
	1.1 - Well Rehabilitation Program	\$27,200	\$414	\$660	\$28,274	
	1.2 - Program Mangement and Inpsection	\$44,200	\$2,604	\$4,400	\$51,204	
	2a - Project Management (Test Hole)	\$6,880	\$138	\$0	\$7,018	\$129,328
	2a.1 - Well Site Evaluations	\$24,480	\$0	\$0	\$24,480	
	2a.2 - Exploratory Drilling Support	\$59,040	\$3,150	\$11,880	\$74,070	
	2a.3 - Well Design Reports (3)	\$23,760	\$0	\$0	\$23,760	
	2b - Project Management (Municipal Wells)	\$8,858	\$138	\$0	\$8,858	\$156,606
	2b.1 - Plans & Specs (One 3-Well Package)	\$24,560	\$0	\$0	\$24,560	
	2b.2 - Well Bidding Support Services (1)	\$5,040	\$108	\$0	\$5,148	
	2b.3 - Well Construction Support (3 Wells)	\$88,740	\$5,940	\$0	\$94,680	
	2b.4 - Well Summary Report (3)	\$23,360	\$0	\$0	\$23,360	

Subtotal:	\$354,018	\$13,044	\$16,940
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TOTAL	\$383,864
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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$422,250 TO ACCOUNT NUMBER }
420-52-530.43320 "SPECIAL SERVICES/ }
PROJECTS" FROM FUND 420 WATER }
ENTERPRISE OPERATING RESERVES TO }
FULLY FUND ON-CALL HYDROGEOLOGICAL }
ENGINEERING SERVICES }
_____ }

RESOLUTION NO. 2016-

WHEREAS, on September 13, 2016, the City Council authorized the issuance of Request for Proposal (RFP) No. 16-374 for On-Call Hydrogeological Engineering Services; and

WHEREAS, the services in the RFP include well rehabilitation services, well test holes, water quality analysis, and future municipal supply wells with the intent to bring additional sources of water supply back online by summer 2017; and

WHEREAS, the RFP was advertised on September 15, 2016 and the deadline to submit was October 12, 2016; and

WHEREAS, the Municipal Services Department received a total of six submittals; and

WHEREAS, staff recommends awarding the contract to Wood Rodgers in the amount of \$383,864, with a 10% contingency in the amount of \$38,386 for a total amount not-to-exceed \$422,250; and

WHEREAS, this will be a three (3) year contract with the option to extend it up to two (2) additional years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$422,250 to account number 420-52-530.43320 "Special Services/Projects" from Fund 420 Water Enterprise Operating Reserves to fully fund On-Call Hydrogeological Engineering Services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

December 13, 2016



6K



From: Michael I. Cooke, Municipal Services Director
Prepared by: Michael I. Cooke, Municipal Services Director
Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2005-174 and adopting a new Resolution approving standardization of submersible pumps for the City of Turlock Water Quality Control Facility, for the purchase, repair and service of Flygt submersible pumps and associated parts from Shape, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Sections 2-7-08(b)(3) and 2-7-08(b)(6)

Motion: Approving an Agreement with Shape, Inc. for the purchase, repair and service of Flygt brand submersible pumps and associated parts, in an annual amount not to exceed \$25,000

2. DISCUSSION OF ISSUE:

On September 13, 2005, the City Council approved Resolution No. 2005-174 authorizing the sole source procurement of Flygt storm pumps from Shape, Inc. of Stockton, CA, without compliance to the formal bid procedure. Staff is seeking approval to rescind the existing Resolution No. 2005-174 and adopt a new resolution to include repair and service of Flygt storm pumps from Shape, Inc., as well as the purchase of Flygt storm pumps. Staff has maintained other brands of pumps and has found Flygt pump is the only known brand that meets the City's reliability standards for pump stations. Shape, Inc. of Stockton, California is the local authorized distributor for Flygt pumps.

Staff recommends standardization of the purchase, repair and service of Flygt submersible pumps and associated parts with Shape, Inc. The reliability of the Flygt brand of pumps is critical and the service provided by Shape, Inc. is unparalleled.

3. BASIS FOR RECOMMENDATION:

A. The Municipal Services Department needs to purchase submersible pumps for the City's pump stations as well as repair and purchase parts for these pumps.

OK for 3/2016
AM A.R.H.

- B. The Flygt brand has proven more reliable for the City's pump stations than other brands of submersible pumps.
- C. Shape, Inc. is the local authorized distributor for Flygt pumps and the local authorized service center.
- D. Staff obtained a guarantee from Shape, Inc. that pricing is competitive and scrutinized by Flygt to ensure fair and competitive pricing as a term of the contract.

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: Not to exceed \$25,000 annually

The adopted Municipal Services Department budget for FY 2016/17 contains adequate appropriation to cover the fiscal impacts associated with the service agreement that staff is requesting be issued to Shape, Inc. in an annual amount not to exceed \$25,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Do not approve the standardization and contract for submersible pumps. This alternative is not recommended because standardization is needed to meet the City's quality and reliability standards for pump stations

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2005-174 AND ADOPTING }
A NEW RESOLUTION APPROVING }
STANDARDIZATION OF SUBMERSIBLE }
PUMPS FOR THE CITY OF TURLOCK WATER }
QUALITY CONTROL FACILITY, FOR THE }
PURCHASE, REPAIR AND SERVICE OF }
FLYGT SUBMERSIBLE PUMPS AND }
ASSOCIATED PARTS FROM SHAPE, INC., }
WITHOUT COMPLIANCE TO THE FORMAL }
BID PROCEDURE PURSUANT TO TURLOCK }
MUNICIPAL CODE SECTIONS 2-7-08(B)(3) }
AND 2-7-08(B)(6) }

RESOLUTION NO. 2016-

WHEREAS, on September 13, 2005, the City Council approved Resolution 2005-174 authorizing the sole source procurement of Flygt storm pumps without compliance to the formal bid procedure; and

WHEREAS, City staff has found Flygt submersible pumps are superior to and more reliable than other brands of pumps and the only known pumps that meet the City's reliability standards; and

WHEREAS, Shape, Inc. of Stockton, California is the local authorized distributor for Flygt pumps; and

WHEREAS, staff recommends standardization of the purchase, repair and service of submersible pumps, and associated parts to ensure quality standards for the City of Turlock pump stations.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby rescind Resolution No. 2005-174 and adopt a new Resolution approving standardization of submersible pumps for the City of Turlock Water Quality Control Facility, for the purchase, repair and service of Flygt submersible pumps and associated parts from Shape, Inc., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Sections 2-7-08(b)(3) and 2-7-08(b)(6).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
SHAPE, INC.
for
PURCHASE, REPAIR AND SERVICE OF FLYGT SUBMERSIBLE PUMPS
CONTRACT NO. 16-157

THIS AGREEMENT is made this 13th day of December, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **SHAPE, INC.**, a manufacturing corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need purchase, repair and service Flygt submersible pumps on an "As-Needed" basis; and

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

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

1. SCOPE OF WORK: 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 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 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.

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 Twenty Five Thousand and No/100^{ths} Dollars (\$25,000). 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 December 13, 2016 and end December 13, 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, independent contractors 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. INDEPENDENT CONTRACTOR 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 independent contractors 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 independent contractors 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 independent contractor 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 independent contractor, 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 independent contractor 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: **SHAPE, INC.**
6600 KOLL CENTER PKWY, SUITE 220
PLEASANTON, CA 94566
PHONE: 925-485-9720
FAX: 925-485-6085

for CITY: **CITY OF TURLOCK**
ATTN: Michael I. Cooke, Director
MUNICIPAL SERVICES
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590 Ext. 4442
FAX: (209) 668-5695

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

Larry Gilley, Utilities Division Manager
City of Turlock, Municipal Services

156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: lgilley@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

SHAPE, INC.

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

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



Pleasanton

6600 Koll Center Parkway Ste. 220
Pleasanton, CA 94566
Phone: (925) 485-9720
Fax: (925) 485-6085

Stockton

119 Val Dervin Parkway Ste. 2
Stockton, CA 95206
Phone: (209) 234-5909
Fax: (209) 234-5913

Dear Allison:

To respond to your concern regarding Shape's labor rates and Xylem/Flygt product pricing, we offer the following:

Shape Inc. Labor Rates

1. Regular Shop Labor Rate: \$97.00/hour
 2. *OT Shop Labor Rate: \$145.50/hour
 3. Boom/Crane Truck (field) Rate: \$150.00/hour
 4. *OT Boom/Crane Truck (field) Rate: \$225.00/hour
- *OT (overtime) qualifies in excess of 8-hour day

Shape Inc. is a Factory Authorized Distributor as well as Factory Authorized Service Center for Xylem/Flygt products for Northern California. To maintain this position with Xylem/Flygt, Shape Inc is scrutinized for quality of customer service, quality of repair work performed, utilizing factory trained technicians, and repair facility capabilities. This position is also based upon providing genuine Xylem/Flygt repair parts and pumps for sale at standard factory listed prices.

Shape Inc. provides competitive, comparable pricing for both labor and parts to support the Xylem/Flygt product line and will extend to the City of Turlock a 5% discount off of suggested manufactures pricing to the end of 2017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Horst', written in a cursive style.

Richard Horst

City Council Synopsis

December 13, 2016



From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director
Allison Martin, Executive Administrative Assistant

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement with Santos Machining for metal fabrication services for the City of Turlock Municipal Services Department for a period of twelve (12) months, in an annual amount not to exceed \$10,000

2. DISCUSSION OF ISSUE:

The fabrication and repair of pump parts such as impellers, shafts, and housings, are required on an as needed basis to repair pumps and motors and other items that are used at the Waste Water Treatment Plant, Water Wells, and Storm and Sewer Pump Stations.

On October 11, 2016, Municipal Services issued an informal bid for hourly labor for fabrication of water meter boxes and other related items. Three (3) vendors were solicited and all three (3) vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract.

Purchasing evaluated the bids and the award bid recap is shown below:

	Business Name	Santos Machining Hilmar, CA	Modesto Machine Modesto, CA	Fowler's Machine Works Modesto, CA
1.	Hourly Labor Cost	\$75.00 Hr.	\$90.00 Hr.	\$118.00 Hr.

Staff is seeking authorization to award Contract No. 16-149 to Santos Machining of Hilmar, CA. Santos Machining of Hilmar met all the specifications and was the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code

OK for Approval
pm H. RA



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
SANTOS MACHINING
for
FABRICATION SERVICES
CONTRACT NO. 16-149

THIS AGREEMENT is made this 13th day of December, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **SANTOS MACHINING**, a fabrication machine shop, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for fabrication services on an "As-Needed" basis; and

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

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

1. SCOPE OF WORK: 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 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 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.

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 INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Ten Thousand and No/100ths Dollars (\$10,000). INDEPENDENT CONTRACTOR 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 December 13, 2016 and end December 13, 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, independent contractors 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. INDEPENDENT CONTRACTOR 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 independent contractors 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 independent contractors 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 independent contractor 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 independent contractor, 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 independent contractor 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: SANTOS MACHINING
8098 ELLINGTON AVENUE
HILMAR, CA 95324
PHONE: 209-667-6872
EMAIL: santosmachining@yahoo.com

for CITY: CITY OF TURLOCK
ATTN: Michael I. Cooke, Director
MUNICIPAL SERVICES
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590 Ext. 4442
FAX: (209) 668-5695

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

Larry Gilley, Utilities Division Manager
City of Turlock, Municipal Services
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: lgilley@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

SANTOS MACHINING

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

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

Exhibit A

SANTOS MACHINING

General Machining & Fabrication
8098 N. Ellington Av
Hilmar, CA 95324

Business: (209) 667-6872
Fax: (209) 667-6864
Cell: (209) 613-0019

November 22, 2016

Quote # 1515

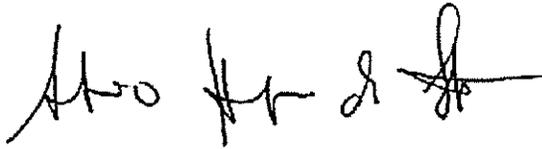
City of Turlock
C/O Robert Winters
156 S. Broadway
Turlock, CA 95380
Phone (209) 668-5570
Email: RWinters@turlock.ca.us

Dear Robert,

As per your inquiry and interest in using our Metal Machining and Fabrication Services our hourly rate is \$75.00 per hour. Please be aware that not all jobs are billed at this rate. Each job is evaluated individually and a formal quote can be provided upon your request.

If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at the number provided above.

Thank you,



ANTONIO H. DOS SANTOS
Owner

City Council Synopsis

December 13, 2016



GM



From: Michael I. Cooke, Municipal Services Director
Prepared by: Fallon Martin, Staff Services Analyst
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Joint Powers Authority Agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency

2. DISCUSSION OF ISSUE:

On October 11, 2016 Council authorized staff to participate in negotiations establishing the West Turlock Sub-basin (WTSB) Groundwater Sustainability Agency (GSA), with the City of Turlock's preference to participate as a voting board member subject to future City Council approval of the Joint Powers Authority (JPA) agreement establishing the WTSB GSA.

Formation committee meetings, which consist of future members of the WTSB GSA, have been held every other week to work through the terms of a Joint Powers Agreement (JPA) for the WTSB GSA. The formation committee for the WTSB GSA currently consists of the following local agencies: Turlock Irrigation District, City of Turlock, City of Ceres, City of Waterford, City of Hughson, City of Modesto, Stanislaus County, Merced County, Delhi Community Water District, Hilmar Community Water District, Stevinson Water District, Denair Community Services District, Keyes Community Services District, Ballico-Cortez Water District, Monterey Park Community Services District, East Stanislaus Resource Conservation District, and Sand Creek Flood Control District.

After much discussion, the formation committee has developed the JPA for the WTSB GSA in compliance with the Sustainable Groundwater Management Act (SGMA). The JPA is required to be adopted by all member agencies respective Boards and Councils. Once all signatories have signed the agreement, the WTSB GSA will submit the Notice of Intent which must be approved by the State Water Resources Control Board by June 30, 2017.

OK for Agenda
pm A-RH

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock solely relies on groundwater for its water supply. It is of critical importance that the City participate in the negotiations establishing the GSAs and become a full voting member on the WTSB GSA. This will allow the City to have a voice and vote with regards to groundwater sustainability within the western portion of the Turlock Sub-basin.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

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

Action Item:

- 2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund. Over time, however, it is anticipated there will be significant expenses associated with preparing a Groundwater Sustainability Plan (GSP) and future implementation. This is an unfunded state mandate and will be paid from the Water Enterprise Fund 420.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not to approve the Joint Powers Authority agreement establishing the West Turlock Sub-basin Groundwater Sustainability Agency. This alternative is not recommended as the establishment of a GSA is necessary for compliance with SGMA. Further, it is recommended the City be a signatory to the JPA which allows the City to act as a governing board member and be involved in decisions and policies on groundwater sustainability within the Turlock Sub-basin which will directly affect the City's long-term water supply.

Joint Powers Agreement Forming the West Turlock Subbasin Groundwater Sustainability Agency

This joint powers agreement (“Agreement”) is made and entered into by and among the agencies that have executed this Agreement, as identified in Exhibit A, which are referred to herein individually as a “Party” and collectively as “Parties.”

Recitals

WHEREAS, the Parties desire to enter into this Agreement for the purposes of forming a joint powers agency to serve as a groundwater sustainability agency within the Turlock Subbasin, DWR Basin No. 5-022 (“Turlock Subbasin”); and

WHEREAS, each of the Parties to this Agreement is a public agency with either water supply, water management, or land use responsibilities within the Turlock Subbasin; and

WHEREAS, pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code), two or more public agencies may by agreement jointly exercise any power held in common by agencies entering into such an agreement; and

WHEREAS, on September 16, 2014 Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“the Act”); and

WHEREAS, the Act went into effect on January 1, 2015; and

WHEREAS, the Act (i) requires sustainable management of certain groundwater basins, (ii) enhances local management of groundwater, (iii) requires local agencies to establish minimum standards for sustainable groundwater management, and (iv) provides local groundwater agencies with the authority, and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, the Parties intend for the joint powers agency formed pursuant to this Agreement to become a groundwater sustainability agency prior to July 1, 2017 within the boundaries provided in Exhibit B within the Turlock Subbasin as defined in Article 2, section 2.2; and

WHEREAS, following a public hearing held at its first joint powers agency meeting, this joint powers agency shall consider a resolution to elect to become a groundwater sustainability agency pursuant to California Water Code section 10723(b); and

WHEREAS, California Water Code section 10720.7 requires all basins designated as high- or medium-priority basins by California Statewide Groundwater Elevation Monitoring program (“CASGEM”) to be managed under groundwater sustainability plans or coordinated groundwater sustainability plans pursuant to the Act; and

WHEREAS, this joint powers agency’s service area overlies portions of the Turlock Subbasin, a CASGEM-designated high-priority basin; and

WHEREAS, the Parties, acting through and by this Agreement intend to work cooperatively with other groundwater sustainability agencies operating in the Turlock Subbasin to manage the Subbasin in a sustainable fashion pursuant to the requirements set forth in the Act; and

WHEREAS, the Parties agree and endeavor to develop a groundwater sustainability plan that is as equitable as possible to all Members, provided the respective Members' impact on groundwater sustainability. Further, all Members agree to work collaboratively to develop a Groundwater Sustainability Plan that is focused on allowing all Members to operate and continue providing service while achieving sustainability, to the extent feasible.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Parties hereby incorporate the recitals listed above into this Agreement and agree as follows.

Article 1. Definitions

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

- 1.1. "Act" refers to the Sustainable Groundwater Management Act.
- 1.2. "Agency" means the West Turlock Subbasin Groundwater Sustainability Agency, which is the agency formed by this agreement.
- 1.3. "Agreement" means this joint powers agreement, which creates the West Turlock Subbasin Groundwater Sustainability Agency.
- 1.4. "Associate Member" means a Party that satisfies the requirements of Article fourteen (14) (Membership) of this Agreement, but cannot otherwise vote or appoint a Member to the Governing Board.
- 1.5. "CASGEM" is the California Statewide Groundwater Elevation Monitoring program administered by the Department of Water Resources.
- 1.6. "Committee" shall mean any committee established pursuant to Article thirteen (13) of this Agreement.
- 1.7. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.8. "Fiscal Year" means July 1 through June 30.
- 1.9. "Governing Board" means the governing body of the Agency.
- 1.10. "Board Member" or "Board Members" mean members of the Agency's Governing Board.
- 1.11. "Member's Governing Body" means the Board of Directors or other voting body that controls the individual public agencies that are members of the Agency.

- 1.12. “Member” means a Party that satisfies the requirements of Article fourteen (14) (Membership) of this Agreement and is not an Associate Member.
- 1.13. “Special Project” means a project undertaken by some, but not all Members of the Agency.
- 1.14. “State” means the State of California.

Article 2. Creation of a Separate Entity

2.1. Agency Separate from Members. Upon the effective date of this Agreement, the West Turlock Subbasin Groundwater Sustainability Agency is hereby created. Pursuant to the provisions of Article I, Chapter 5, Division 7 of Title 1 of the California Government Code, commencing with Section 6500, the Agency shall be a public agency separate from its members. The principle offices shall be located within the boundaries set forth in Exhibit B as defined in Article 2, Section 2.2 or at such other place as the Governing Board shall determine.

2.2. Boundaries. The boundaries of the Agency shall generally be as follows: on the north, the boundary shall be the Tuolumne River; bounded on the south by the Merced River; on the west by the San Joaquin River; and on the east by the eastern jurisdictional boundary of Turlock Irrigation District’s Irrigation Service Area. Attached hereto and incorporated herein is Exhibit B, a map showing the boundaries of the Agency.

Article 3. Term

3.1. Effective Dates. This Agreement shall become effective upon execution by all of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 18 (Withdrawal and Termination).

3.2. Amendment. The Members intend to revisit the provisions and terms of this Agreement after the Agency submits a groundwater sustainability plan to the Department of Water Resources. This provision shall not limit or otherwise constrain the authority of the Members to amend this Agreement by mutual agreement of the Members prior to the submission of the groundwater sustainability plan.

Article 4. Purpose of the Agency

4.1. Agreement Purpose. The purpose of this Agreement is to create a joint powers agency separate from its Members that will elect to become a groundwater sustainability agency prior to July 1, 2017 for a portion of the Turlock Subbasin as defined in Article 2, section 2.2.

4.2. Collaboration. The Agency will collaborate with other groundwater sustainability agencies within the Turlock Subbasin to develop, adopt and implement a single groundwater sustainability plan or coordinated groundwater sustainability plans for the Turlock Subbasin in order to satisfy the Act’s requirements.

4.3. Outreach. The Agency will involve the public and area stakeholders through outreach and engagement in developing, implementing, monitoring and administering a single groundwater sustainability plan or coordinated groundwater sustainability plans for the Turlock Subbasin.

4.4. Coordination. The Agency will strive to achieve intra-basin coordination and cooperate with other groundwater sustainability agencies operating in the Turlock Subbasin in order to satisfy the requirements of the Act, in addition to striving to achieve inter-basin coordination with the neighboring Delta-Mendota, Modesto and Merced Subbasins.

Article 5. Powers of the Agency

5.1. Restrictions on Exercise of Powers. In accordance with California Government Code section 6509, the following powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to Turlock Irrigation District.

5.2. Powers. Subject to the limitations addressed herein, the Agency shall have the power, in the name of the Agency, to exercise the common powers of the Members, including but not limited to, the following:

5.2.1. Employ agents, consultants, advisors, independent contractors, and employees.

5.2.2. Make and enter into contracts with public or private entities, including the State of California and the United States, and one another.

5.2.3. Acquire, hold, and convey real and personal property.

5.2.4. Incur debts, obligations, and liabilities.

5.2.5. Borrow money.

5.2.6. Accept contributions, grants, or loans from any public or private agency or individual in the United States or any department, instrumentality, or agency thereof for the purpose of financing its activities.

5.2.7. Invest money that is not needed for immediate necessities, as the Governing Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code.

5.2.8. Sue and be sued; provided that a Member may determine not to participate in the affirmative litigation.

5.2.9. Undertake all other acts reasonable and necessary to carry out the purpose of this Agreement.

5.2.10. Employ or retain full-time or part-time supporting staff.

5.2.11. Exercise and/or delegate all additional powers granted to groundwater sustainability agencies by the Act upon successful election to be a groundwater sustainability agency within the Turlock Subbasin.

5.2.12. Exercise and/or delegate all additional powers granted to groundwater sustainability agencies by the Act upon submittal to the Department of Water Resources of a single groundwater sustainability plan or coordinated groundwater sustainability plans to manage the entire Turlock Subbasin.

5.3. Monetary Obligations. Except as otherwise provided in this agreement, the Agency shall not have the power to bind any Member to any monetary obligation by this Agreement other than through approval pursuant to sections 11.2, 11.3, 11.6 and 18.3.

5.4. Water Rights. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to alter any water right, contract right, or any similar right held by its Members, or amend any Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

Article 6. Agency Governing Board

6.1. Membership of Governing Board. The Agency shall be governed by a Governing Board consisting of one (1) Board Member representing each Member, except for Associate Members, which have no seat on the Governing Board.

6.2. Requirements. Each Board Member must be appointed by one of the Members. Each Board Member shall certify to the Secretary in writing that he or she has been appointed to be a Board Member by the appointing Member.

6.3. Alternate Board Members. Each Member shall appoint one Alternate Board Member. The Alternate Board Member must meet the requirements set forth in section 6.2. Alternate Board Members have no vote at Governing Board meetings if the Board Member is present. If the Board Member is not present, the Alternate Board Member shall be entitled to participate in all respects as a regular Board Member.

6.4. Removal of Board Members. Board Members and Alternate Board Members shall serve at the pleasure of their appointing Member's Governing Board and may be removed or replaced at any time. A Board Member that no longer meets the qualifications set forth in section 6.2 is automatically removed from the Agency Governing Board. Upon removal of a Board Member, the Alternate Board Member shall serve as a Board Member until a new Board Member is appointed by the Member. Members must submit any changes in Board Member or Alternate Board Member positions to the Secretary in writing and signed by the Member.

Article 7. Associate Members

7.1. Associate Member. The Board may allow certain Members to participate in the Agency as Associate Members. Associate Members shall be entitled to participate in the meetings and discussions of the Governing Board but Associate Members shall not have the power to vote on any action to be taken by the Agency or to become an officer of the Agency. Any Member that is not able or chooses not to fund its proportional share of the budget shall be eligible to become an Associate Member.

7.2. Bound by Agency Decisions. Associate Members, regardless of the lack of voting authority, shall be bound by the decisions and actions of the Governing Board on behalf of the Agency.

7.3 Addition of Associate Members. The Governing Board may appoint any local agency, as defined in California Water Code section 10721(n), as an Associate Member upon an affirmative vote pursuant to section 11.3.

Article 8. Officers

8.1. Officers. The Governing Board shall select a Chair, Vice Chair, Secretary, and any other officers as determined necessary by the Governing Board. The Secretary of the Board is not required to be a member of the Governing Board, but instead, can be a member of the staff of one of the Members.

8.1.1. The Chair shall preside at all Governing Board Meetings.

8.1.2. The Vice Chair shall act in place of the Chair at meetings should the Chair be absent.

8.1.3. The Secretary shall keep minutes of all meetings of the Governing Board and shall, as soon as possible after each meeting, forward a copy of the minutes to each member and alternate of the Governing Board.

8.1.4. All Officers shall be chosen at the first Governing Board meeting and serve a term of two (2) years. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Governing Board. Upon vacancy of an Officer position, the Governing Board shall appoint a replacement Officer who shall complete the vacant Officer position's term.

Article 9. Treasurer, Controller, and Legal Counsel

9.1. Treasurer and Controller. The Turlock Irrigation District shall act as treasurer and controller for the Agency, until such time as the Agency appoints an independent treasurer and controller. The controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code section 6505. The treasurer of the Agency shall be the depositor and shall have custody of all Agency funds from whatever source. The controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency or any authorized representative. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code and those duties and provisions adopted by the Agency.

9.2. Legal Counsel. The Governing Board shall appoint legal counsel as it deems appropriate.

Article 10. Executive Director

10.1. Appointment. The Governing Board may appoint an Executive Director at the time and with the specific compensation for his or her services, as determined by the Governing Board. Prior to such appointment, the Board may establish a committee, pursuant to section 13.1 of this Agreement, which will generally perform duties similar to those described in section 10.2 of this agreement.

10.2. Duties. The Executive Director shall be the chief administration officer of the Agency, shall serve at the pleasure of the Governing Board, and shall be responsible to the Governing Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated in the Agency Bylaws.

10.3. Staff. The Executive Director shall employ additional full-time and/or part-time employees, assistants, and independent contractors that may be necessary to accomplish the purposes of the Agency,

subject to the approval of the Governing Board for any contract in excess of a specified dollar amount as determined by the Governing Board.

Article 11. Governing Board Voting

11.1. Quorum. A majority of Board Members shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the Board may be adjourned by a majority present, but no other business may be transacted.

11.2. Approval Requirements. Except as provided in sections 11.3 and 11.4 below, action of the Board shall require the affirmative vote of a majority of Board Members voting.

11.3 Approval of High Threshold Matters. Action of the Board on high threshold matters, which include the annual budget, approval of any bond or debt instrument, approval of a contract exceeding \$100,000, approval of Membership, approval of a groundwater sustainability plan, involuntary termination, Exhibit D, and approval of extraction limitation for any Member or category of membership shall require the affirmative vote of at least two-thirds of the voting Members.

11.4 Authority to Vacate Approval. Members identified in Exhibit C have the authority to vacate the approval of any item approved pursuant to sections 11.2 or 11.3, except approvals pursuant to section 18.2, which there is no authority to vacate. In order to vacate the approval of an item passed pursuant to section 11.2 or 11.3, the Member shall notify the Board that it is vacating the approval after such approval has been made, but prior to adjournment of the meeting in which the approval took place. The effect of such notice shall nullify the Board action and approval. When an approval is vacated pursuant to this section, the Members agree to further discuss the matter and work toward resolution of any outstanding difference of opinion.

Article 12. Agency Meetings

12.1. Initial Meeting. The initial meeting of the Agency's Governing Board shall be called by Turlock Irrigation District and held within the Agency's boundary within 30 days of the effective date of this Agreement. A public hearing, pursuant to California Water Code section 10723(b), will be held at this meeting. A draft resolution electing to be the West Turlock Subbasin Groundwater Sustainability Agency will be presented as an action item at this meeting.

12.2. Time and Place. The Governing Board shall meet at least quarterly at a time and place set by the Governing Board, and at such other times as determined by the Governing Board and listed in the Agency's bylaws.

12.3. Conduct. All meetings of the Governing Board shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized.

Article 13. Committee Formation

13.1. Internal Committee Formation. The Governing Board shall establish internal committees from time to time. Each internal committee shall be comprised of representatives of the Members, Associate Members, or a combination of both, shall exist for the term specified in the action establishing the committee,

shall meet as directed by the Governing Board, and shall make recommendations to the Governing Board on the various activities of the Agency. The Governing Board may delegate authority to the internal committee to administer or implement Agency activities.

13.2. External Advisory Committee Formation. The Governing Board may establish one or more advisory committees comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Agency's boundary. The Governing Board shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the Turlock Subbasin groundwater sustainability plan or coordinated Turlock Subbasin groundwater sustainability plans. The Governing Board will ensure that at least one (1) member from the Governing Board or Agency employee attends and participates in each advisory committee meeting.

Article 14. Membership

14.1. Initial Members. The initial Members of the Agency shall be identified in Exhibit A as long as they have not, pursuant to the provisions thereof, withdrawn from this Agreement in accordance with the terms thereof.

14.2. New Members. Additional Parties may join this Agreement and become a Member provided that the prospective new member, (a) is eligible to join a groundwater sustainability agency as provided by the Act, (b) possesses powers common to all other Members, (c) receives an affirmative vote as defined in Article 11, (d) pays all previously incurred costs that the Governing Board determines to have benefited their agency, (e) pays all applicable fees and charges, and (f) agrees in writing to the terms and conditions of this Agreement.

14.3. Associate Member Conversion to Full Membership. Associate Members may become full voting Members of the Agency upon (a) affirmative vote as defined in Article 11.3, (b) payment of all previously incurred costs that the Governing Board determines have benefited the Associate Member and have not yet been paid, and (c) agreement in writing to the terms of Governing Board members in this Agreement.

Article 15. Specific Projects

15.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

15.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects or litigation that involves less than all Members. No Member shall be required to be involved in a Project that involves less than all the Members.

15.3. Project Agreement. Prior to undertaking any project or litigation that does not involve all Member Agencies, and subject to potential Board disapproval pursuant to section 15.4, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project or litigation matter by providing notice to the Governing Board and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project

shall be allocated to those Members that have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be paid by those Members who have executed the Project Agreement in accordance with the terms thereof and those Members who have not executed the Project Agreement shall not be responsible for the payment of those debts, liabilities, and obligations. Further, to the extent the Project is litigation, the Members who chose not to enter into the Project Agreement shall not be named or otherwise listed in the pleadings or appear on litigation materials.

15.4. Governing Board Approval. The Governing Board shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

Article 16. Budget and Expenses

16.1. General Operating Budget. The Governing Board shall approve an initial budget at its first meeting and an annual budget before the beginning of each fiscal year thereafter. The general operating budget shall be funded by the Parties in the proportion designated in Exhibit D. Whenever the proportion of funding changes, the allocation shall take effect the fiscal quarter after the revision to Exhibit D is finalized.

16.2. Membership Annual Fees. Both Members and Associate Members shall pay annual membership fees as set forth in Exhibit E at the beginning of the Agency's fiscal year.

16.3. Reserve Funds. Membership annual fees from Members and Associate Members shall be deposited in the Agency's general operating fund. This fund shall have a reserve maximum that is established as part of the annual budget process. If the maximum reserve is met, the Agency shall not continue to collect annual fees in excess of the reserve, but will proportionally credit the funding agencies and waive collection of membership annual fees, or a portion thereof, in order to not exceed the reserve.

16.4. Special Project Funding. For projects in which not all Members participate or that are not otherwise funded by the general operating budget, the Members participating in the project shall agree to allocate funding prior to beginning the project.

16.5. Agency Contributions. Each of the Parties may, but are not required to, contribute additional money, office space, furnishings, equipment, supplies, or services as their respective Governing Boards may deem appropriate.

16.6. Grants and Other Funding. Funds may be derived through State and Federal grants, or other available sources. The Agency may also apply for available State and Federal funds and shall make new and additional applications from time to time as appropriate. The Agency may also establish and collect fees, leases, or rents as may be authorized by law under the common powers of all the Parties.

16.7. Public and Private Donations. The Agency may accept and expend funds from public or private sources subject to the legal restrictions which are set forth in the common powers of the Parties for the purpose of carrying out its powers, duties, responsibilities, and obligations specified in this Agreement.

16.8. Budget Consistency. The Agency shall be limited to the making of expenditures or incurring of liabilities in the amount of the appropriations allowed by the budget as adopted and revised by the Agency.

16.9. Scope of Budget and Expenses. The General Operating Budget of the Agency will be limited to covering costs of operating the Agency pursuant to this Agreement. However, as will be more fully developed and set forth in the groundwater sustainability plan, the Agency does not anticipate the General Operating Budget as funded by weighted voting shares will be required or responsible for funding specific sustainability implementation projects or programs that will be implemented in geographic regions specific to individual Members. Rather, this Agreement anticipates that implementation of sustainability programs will be funded by the specific Member(s) that are responsible for implementing such actions in their respective local service area or geographic region. After the development of the groundwater sustainability plan, the General Operating Budget will only be responsible for funding general Agency operation; it will not fund the implementation of the groundwater sustainability plan.

Article 17. Liability and Indemnification

17.1. Liability. In accordance with California Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, and obligations of the Agency alone, and not the Members.

17.2. Indemnification. The members of the Governing Board, officers, and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Parties to this agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Agency's funds, or failure to invest the same.

17.3. No Responsibility for Others. To the extent authorized under California law, no Board Member, officer, or employee of the Agency shall be responsible for any action made, taken, or omitted, by any other Board Member, officer or employee.

17.4. Defense and Insurance. The funds of the Agency shall be used to defend, indemnify, and hold harmless the Agency and any Board Member, officer, or employee of the Agency for actions taken in good faith and within the scope of his or her authority. The Agency shall further hold harmless and indemnify the Members, including their officers and employees, from any claim or liability arising from acts or omissions of the Agency within the scope of this Agreement. Nothing herein shall limit the right of the Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

Article 18. Withdrawal and Termination

18.1. Withdrawal. A Member or Associate Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective after the Member has obtained alternative coverage under the Sustainable Groundwater Management Act through another groundwater sustainability agency, and upon sixty (60) days written notice to the Governing Board.

18.2. Involuntary Termination. Upon a determination by the Governing Board that the actions of a Member (i) fail to comply with the terms of this Agreement, or (ii) conflict with or undermine the functioning of the Agency or the preparation and implementation of the GSP, the Governing Board may in its discretion terminate that Member's membership in the Agency, provided that prior to any vote to remove a Member

involuntarily all of the Members shall meet and confer regarding all matters related to the proposed removal. Such an action shall require an affirmative vote pursuant to section 11.3.

18.3. Effect of Withdrawal or Involuntary Termination. To the extent a Member withdraws or is involuntarily terminated from this Agreement and that withdrawal results in a violation of the Act, the remaining Members invoke section 10735.2(e) of the Water Code to ensure any probationary status that results from the withdrawal is limited to the area that is no longer covered by this Agreement. Pursuant to Water Code section 19735.2(e), the remaining Members and the geographic areas managed by these Members will be excluded from any such resulting probationary status.

18.4. Rights of Member to Become GSA in Event of Withdrawal or Termination. Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 18.66, whether occurring before or after June 30, 2017, the withdrawing or terminated Member will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event the Agency and its remaining Members (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's boundaries being in a GSA, as designated by the withdrawing or terminated Member or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Subbasin within the boundaries of the withdrawing or terminating Member and shall so notify the California Department of Water Resources.

18.5. Obligations Upon Withdrawal. Any Member who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations of the Agency incurred or accrued prior to the effective date of such withdrawal, other than debts, liabilities, and obligations incurred pursuant to any Project Agreement to which the withdrawing Member is not a participant. Any payment that has been made by a withdrawing Member and is not obligated toward a debt or liability will be refunded to the Member upon withdrawal.

18.6. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

18.7. Disposition of Agency Assets upon Termination.

18.7.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

18.7.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Governing Board. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Governing Board.

Article 19. Miscellaneous

19.1. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses following the Party signature blocks hereafter.

19.2. Bylaws. At, or as soon as practicable after the first Governing Board meeting the Governing Board shall draft and approve Bylaws of the Agency to govern day-to-day operations of the Agency.

19.3. Amendment. This Agreement may be amended at any time, by mutual agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

19.4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

19.5. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement. After the Agreement is executed, each Party shall be delivered an originally executed counterpart with all Party signatures.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

**Joint Powers Agreement
Forming the West Turlock Subbasin Groundwater Sustainability Agency**

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the last date written beside each Party representative's signature.

CITY OF TURLOCK

By: _____

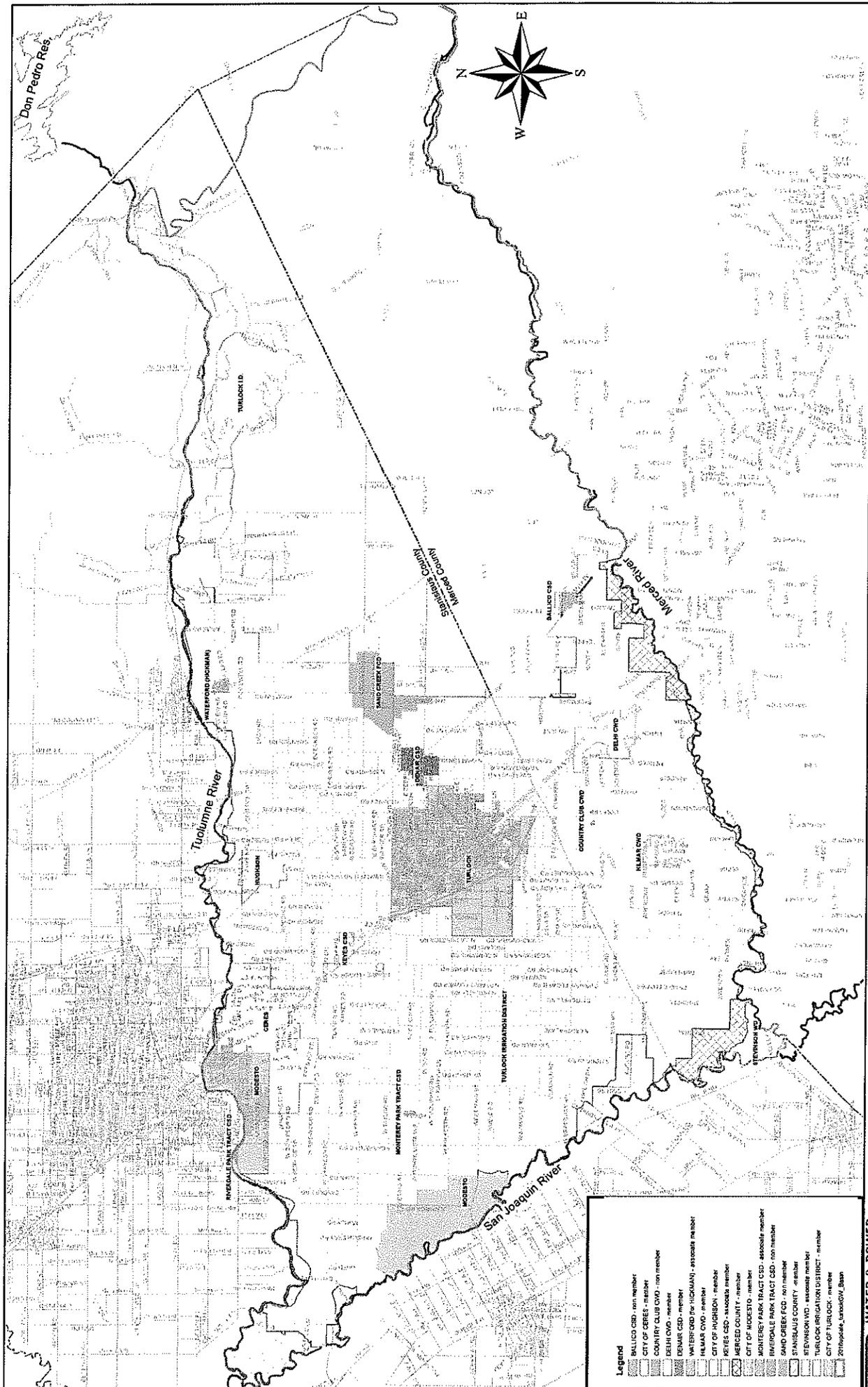
Gary Soiseth
Mayor

Date: _____

Exhibit A

Members and Associate Members

Agency Name	Membership Status
City of Ceres	Member
City of Hughson	Member
City of Modesto	Member
City of Turlock	Member
Delhi County Water District	Member
Denair Community Services District	Member
Hilmar County Water District	Member
Merced County	Member
Stanislaus County	Member
Turlock Irrigation District	Member
City of Waterford (for Hickman)	Associate Member
Monterey Park Tract Community Services District	Associate Member
Stevinson Water District	Associate Member
Keyes Community Services District	Associate Member



- Legend**
- Ballido CSD - non member
 - City of Ceres - member
 - Country Club CWD - non member
 - Deer CWD - member
 - Denair CSD - member
 - Waterford (The Richman) - associate member
 - Hilmar CWD - member
 - City of Jackson - member
 - Heres CSD - associate member
 - City of Modesto - member
 - City of Modesto - member
 - Monterey Park Tract CSD - associate member
 - Monterey Park Tract CSD - non member
 - Sand Creek CWD - member
 - Stanislaus County - member
 - Stevenson W/D - associate member
 - Turlock Irrigation District - member
 - City of Turlock - member
 - 2019 Apple, Landowner, Bean

14 Miles

7

3.5

0

West Turlock Subbasin Agencies



Exhibit B

Exhibit C

Agencies with Authority to Vacate Approval

Agency Name	Membership Status
City of Turlock	Member
Turlock Irrigation District	Member

Exhibit D

Proportional Funding of General Operating Budget

Agency	Membership Status	Acreage (Acres)	Acreage Percentage	Production (AF)	Production Percentage	Average Percentage	Percentage with Multiplier for Urban 25%	Funding Percentage
Turlock Irrigation District	Member	164,627	79.30%	126,565	67.45%	73.37%	69.39%	40.15%
City of Turlock	Member	11,014	5.31%	22,804	12.15%	8.73%	10.91%	40.15%
Stanislaus County	Member	8,393	4.04%	13,091	6.98%	5.51%	5.21%	5.21%
City of Ceres	Member	5,925	2.85%	9,612	5.12%	3.99%	4.98%	4.98%
City of Modesto	Member	8,528	4.11%	1,788	0.95%	2.53%	3.16%	3.16%
Merced County	Member	4,936	2.38%	7,805	4.16%	3.27%	3.09%	3.09%
Delhi CWD	Member	1,582	0.76%	1,725	0.92%	0.84%	1.05%	1.05%
City of Hughson	Member	1,134	0.55%	1,479	0.79%	0.67%	0.83%	0.83%
Denair CSD	Member	669	0.32%	1,507	0.80%	0.56%	0.70%	0.70%
Hilmar CWD	Member	791	0.38%	1,280	0.68%	0.53%	0.66%	0.66%
TOTAL:		207,598	100.00%	187,655	100.00%	100.00%	100.00%	100.00%

Notes:

- 1) Members have the obligation to fund their proportional share of the general operating budget per the "Funding Percentage"
- 2) Turlock Irrigation District and the City of Turlock have an equal proportional share of the general operating budget per the "Funding Percentage"

City of Waterford for Hickman	Associate	148	0.07%	190	0.10%	0.09%
Keyes CSD	Associate	483	0.23%	1,040	0.55%	0.39%
Stevinson WD	Associate	1,101	0.53%	0		
Monterey Park Tract CSD	Associate	31	0.015%	0		

Note:

- 1) Associate Members have no obligation to fund their proportional share of the general operating budget

Exhibit E

Annual Membership Fees

Agency Name	Membership Status	Annual Fees
City of Ceres	Member	\$10,000
City of Hughson	Member	\$10,000
City of Modesto	Member	\$10,000
City of Turlock	Member	\$10,000
Delhi County Water District	Member	\$10,000
Denair Community Services District	Member	\$10,000
Hilmar County Water District	Member	\$10,000
Merced County	Member	\$10,000
Stanislaus County	Member	\$10,000
Turlock Irrigation District	Member	\$10,000
City of Waterford for Hickman	Associate Member	\$2,000
Monterey Park Tract Community Services District	Associate Member	\$2,000
Stevinson Water District	Associate Member	\$2,000
Keyes Community Services District	Associate Member	\$2,000

City Council Synopsis

December 13, 2016



From: Michael I. Cooke, Municipal Services Director
Prepared by: Fallon Martin, Staff Services Analyst
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to participate in negotiations establishing the East Turlock Sub-basin Groundwater Sustainability Agency and confirming the City of Turlock's preference to participate as an associate member

2. DISCUSSION OF ISSUE:

The Sustainable Groundwater Management Act (SGMA) was signed into law in September 2014 and went into effect in January 2015. The primary interest of SGMA is sustainable groundwater management at the local level which is in the best interest of the region.

SGMA requires local agencies to form at least one Groundwater Sustainability Agency (GSA) for each groundwater sub-basin prior to July 1, 2017. Further, a Groundwater Sustainability Plan (GSP) for high and medium priority basins must be developed and implemented by January 31, 2022. The consequence for not forming a GSA or developing and implementing a GSP is potential intervention by the State Water Resources Control Board (SWRCB). This intervention could result in interim management plans and charging local agencies an interim management fee.

Currently there are two (2) proposed GSAs for the Turlock Sub-basin: West Turlock Sub-basin GSA and East Turlock Sub-basin GSA.

East Turlock Sub-basin Groundwater Sustainability Agency (ETSB GSA)

The ETSB GSA consists of the following local agencies: Eastside Water District, Ballico-Cortez Water District, Merced Irrigation District, Merced County, Stanislaus County, and the City of Turlock.

100 for agenda
from G. R. H.

ETSB GSA's location is generally the land east of the Turlock Irrigation District eastern boundary and is bounded by the Turlock Irrigation District to the west, the Tuolumne River to the north, the Merced River to the south, and the easterly boundary of Stanislaus and Merced Counties.

While the City's service boundary is not located within the boundaries of the ETSB GSA, the Turlock Municipal Airport, which is owned by the City of Turlock and consists of approximately 300+ acres, is located within the ETSB GSA. The Airport does not have an impact on groundwater pumping within the ETSB GSA; however, the City has had initial discussions regarding the use of vacant land as a possible groundwater recharge basin. Currently, the airport has one well on the property that is for domestic use and pumps minimal groundwater.

Decisions and policies made within the ETSB GSA regarding groundwater sustainability will have an impact on the groundwater quality and supply for the larger Turlock Sub-basin, including the City of Turlock's groundwater supply. Therefore, the City staff recommends participating as an associate member within the ETSB GSA. As an associate member, the City of Turlock will remain involved in the direction and decisions made by the governing board of the ETSB GSA. However, the City will not be a voting member or have an appointed member on the governing board. This will also eliminate the City of Turlock from having any financial responsibility within the ETSB GSA.

3. BASIS FOR RECOMMENDATION:

The City of Turlock is not located within the ETSB GSA; however, activities within the ETSB GSA have the potential to impact the City's groundwater supply. Therefore, it is important the City participate as an associate member on the ETSB GSA. This will allow the City to be involved in the direction, decisions, and have a voice with regards to groundwater sustainability within the entire Turlock Sub-basin.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

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

Action Item:

- #2. Implement projects that improve groundwater sustainability.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve the City of Turlock participation as an associate member in the ETSB GSA. This alternative is not recommended as the City should be involved in decisions and policies on groundwater sustainability within the Turlock Sub-basin as they will directly affect the City's long-term water supply.



City Council Synopsis

December 13, 2016

From: Nino C. Amirfar, Acting Police Chief
Prepared by: Miguel Pacheco, Acting Police Captain
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$34,000 to account number 266-20-255-360.44030_000 "Minor Equipment Miscellaneous" and \$11,000 to account number 266-20-255-360.47095_000 "Training General" from Fund 266 "Police Services Grants – Realignment Funds" reserve balance for additional training and technology related to crime analytics and high tech investigations

2. DISCUSSION OF ISSUE:

The City of Turlock Police Department is continuously evaluating better ways to deliver a higher level of service to the community. The Department has identified several strategies that will assist in achieving the goal of providing a higher level of service to the community. The strategies include additional training in the areas of crime analysis and high tech investigations and technology related items aimed at enhancing our investigative abilities and our outreach efforts to the Turlock Community. These items are consistent with phase one of the three phase plan that the Turlock Police Department presented to the City Council in 2015.

On September 22, 2015, City Council adopted the Policy Goals and Implementation Plan which includes the hiring of a Crime Analyst. Specific training and equipment relevant to the Crime Analyst position are necessary for that staff member to adequately identify crime trends and develop strategies to deal with those trends. While there was funding allocated in the FY 2015-16 budget, not all of those funds were utilized due to limited training opportunities in the area, as well as the advancement of technology that staff is now interested in using.

Specific items include predictive policing software that would ensure the most efficient use of field resources, a renewal of Command Central which is our current crime analytics tool and our Coplink renewal, which up until recently was paid for by the Ceres Police Department. Cellular data analytics is a tool that can greatly assist staff with locating possible suspects in serious crimes.

OSC for Agenda
Jim H. H.

Also identified in phase one of the three phase plan presented to City Council was the conversion of a Rotational Detective to a Permanent Detective in order to investigate high tech related crimes. While there were funds in the 2015-16 budget for this staff member's training, it has been determined that more training is necessary to ensure the proficiency of this investigator due to the ever evolving technology associated with this position.

Refer to "Attachment A" for the breakdown of the allocation of funds.

3. BASIS FOR RECOMMENDATION:

A. Additional training and advanced software will ensure the most efficient use of field resources and crime analytics tools. These tools enhance staff's investigative ability and will assist staff with our outreach efforts to the Turlock Community.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

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

Policy Goal # 3 Public Safety

Action Item:

2. Provide Police and Fire Statistics.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$45,000

Budget Amendment

Appropriating \$34,000 to account number 266-20-255-360.44030_000 "Minor Equipment Miscellaneous" and \$11,000 to account number 266-20-255-360.47095_000 "Training General" from Fund 266 "Police Services Grants – Realignment Funds" reserve balance for additional training and technology related to crime analytics and high tech investigations.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could decline this appropriation, however; staff does not recommend this as an alternative because this would not allow the funding necessary to move forward the training and equipment necessary to provide the services.

ESTIMATED EQUIPMENT COST

- Predictive Policing Software \$17,000
- Command Central Renewal (Crime Analytics Tool) \$5,000
- Call Data Analytics Tool \$3,000
- Social Media Recording Equipment \$2,000
- Cop Link Renewal (Crime Analytics Software) \$7,000

TRAINING

- Analyst Training \$3,000
- High Tech. Investigators Training \$8000

All costs are estimates. Any purchases will follow City purchasing and bid requirements.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$34,000 TO }
ACCOUNT NUMBER 266-20-255-360.44030_000 }
"MINOR EQUIPMENT MISCELLANEOUS" AND }
\$11,000 TO ACCOUNT NUMBER 266-20-255- }
360.47095_000 "TRAINING GENERAL" FROM }
FUND 266 "POLICE SERVICES GRANTS- }
REALIGNMENT FUNDS" RESERVE BALANCE }
FOR ADDITIONAL TRAINING AND TECHNOLOGY }
RELATED TO CRIME ANALYTICS AND HIGH }
TECH INVESTIGATIONS }
_____ }

RESOLUTION NO. 2016-

WHEREAS, in looking for better ways to deliver service to the community, the Turlock Police Department has identified several items that will help ensure that service; and

WHEREAS, these items consist of additional training in the areas of crime analysis and high tech investigations as well as technology related items; and

WHEREAS, these items have been identified as enhancing the Turlock Police Department's investigative abilities as well as the Turlock Police Department's outreach efforts to the Turlock Community; and

WHEREAS, the department will comply with the bid process in purchasing these new items.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$34,000 to account number 266-20-255-360.44030_000 "Minor Equipment Miscellaneous" and \$11,000 to account number 266-20-255-360.47095_000 "Training General" from Fund 266 "Police Services Grants – Realignment Funds" reserve balance for additional training and technology related to crime analytics and high tech investigations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

6P

City Council Synopsis

December 13, 2016



From: Nino C. Amirfar, Acting Chief of Police
Prepared by: Michelle Backeroff, Crime Prevention Specialist
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the third and fourth quarters of Fiscal Year 2015-16 and the first quarter of Fiscal Year 2016-17 in the amount of \$3,846 (monetary donations) and \$2,695 (in-kind donations), to be utilized in support of the City's Crime Prevention Unit and Public Safety Open House

2. DISCUSSION OF ISSUE:

Through local interactions in the community, crime prevention and volunteer staff have successfully engaged private businesses, service groups, and other local sponsors in creating a sense of community service and interest in supporting crime prevention awareness.

During the third and fourth quarters of Fiscal Year 2015-16 and the first quarter of Fiscal Year 2016-17, staff received monetary donations in the amount of \$3,846 and various in-kind donations valued at \$2,695 for the Crime Prevention Outreach, Annual Public Safety Open House, and Volunteers in Police Services. Monies and in-kind goods received through donations assist in offsetting costs to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

- A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.
- B. Staff is recommending the monetary and property donations be allocated for use in support of the City's ongoing Crime Prevention and Public Safety efforts.

for signature
Jan A. RH.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2 Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

Policy Goal # 7 Quality Community Programs

General Principles:

2. Deliver positive recreation programming to deter crime and improve quality of life.
5. Offset operational and program costs through fees, grants, sponsorships, and partnerships.

Action Items:

4. Seek out new grant and funding opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Increase of revenue to the following account numbers:

266-20-255-351.37200_000 "Volunteers in Police Services" of \$720.00

266-20-255-351.37200_003 "Operation Blue Santa" of \$29.00

266-20-255-351.37200_005 "National Night Out" of \$2,097.00

266-20-255-351.37200_006 "Public Safety Open House" of \$1,000.00

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

1. Council may choose not to accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DONATIONS MADE TO THE CITY OF }
TURLOCK POLICE DEPARTMENT FROM }
VARIOUS DONORS DURING THE THIRD }
AND FOURTH QUARTERS OF FISCAL }
YEAR 2015-16 AND THE FIRST QUARTER }
OF FISCAL YEAR 2016-17 IN THE AMOUNT }
OF \$3,846 (MONETARY DONATIONS) AND }
\$2,695 (IN-KIND DONATIONS), TO BE }
UTILIZED IN SUPPORT OF THE CITY'S }
CRIME PREVENTION UNIT AND PUBLIC }
SAFETY OPEN HOUSE }
_____ }

RESOLUTION NO. 2016-

WHEREAS, staff received donations from various donors in the community during the third and fourth quarters of Fiscal Year 2015-16 and the first quarter of Fiscal Year 2016-17 as summarized in "Attachment A"; and

WHEREAS, Pursuant to California Government Code Section 37354, the City Council may accept this donation made to the City; and

WHEREAS, these donations will be allocated for use in support of the City's ongoing Crime Prevention and Public Safety efforts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Police Department from various donors during the third and fourth quarters of Fiscal Year 2015-16 and the first quarter of Fiscal Year 2016-17 in the amount of \$3,846 (monetary donations) and \$2,695 (in-kind donations), to be utilized in support of the City's Crime Prevention Unit and Public Safety Open House.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December 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

-TURLOCK POLICE DEPARTMENT DONATIONS -

CRIME PREVENTION – VOLUNTEERS IN POLICE SERVICES – PUBLIC SAFETY OPEN HOUSE

January 2016 –September 2016

Amounts Donated			Account Line Items			
Total Cash/Check Value: \$3,846.00			266-20-255-351.37200_003 : (Operation Blue Santa) – \$29.00			
Total Property Value: \$2,695.00			266-20-255-351.37200_005 : (National Night Out) - \$2,097.00			
Total combined Value: \$6,541.00			266-20-255-351.37200_006 : (Public Safety Open house)- \$1,000.00			
266-20-255-347.37200_000 : (Volunteers In Police Services)- \$720.00						
Item Donated	Month Donated	Item Value	Cause	Line Item #	Citizens / Organization name	Citizens / Organization Address
\$500.00 Check	March 2016	\$500.00	Volunteers In Police Services	266-20-255-347.37200_000	Modesto Model A Club	PO BOX 576073 Modesto CA 95357
\$25.00 Gift Certificate	March 2016	\$25.00	Volunteer Recognition Dinner	N/A	East Main Skin & Body	1115 E. Main St. Turlock CA 95380
\$30.00 Gift Certificate	March 2016	\$30.00	Volunteer Recognition Dinner	N/A	Costless Market	255 W. Main St. Turlock CA 95380
Eureka Easy Clean hand held vac.	March 2016	\$50.00	Volunteer Recognition Dinner	N/A	Orchard Supply	3051 Geer Rd. Turlock CA, 95382
1 Book 5 Carwash Passes	March 2016	\$35.00	Volunteer Recognition Dinner	N/A	Prime Shine Car Wash	P.O. Box 3469 Modesto CA 95353
\$5.00 Check	April 2016	\$5.00	Operation Blue Santa	266-20-255-351.37200_003	Employee Donation Contribution	N/A
1 Book 5 Carwash Passes	May 2016	\$35.00	National Night Out	N/A	Prime Shine Car Wash	P.O. Box 3469 Modesto CA 95353
\$200.00 Check	May 2016	\$200.00	National Night Out	266-20-255-351.37200_005	Smith's Chevrolet	1601 Auto Mall Dr. Turlock CA 95380

ATTACHMENT A

\$220.00 (\$40.00 Check & \$180.00 Cash)	April 2016	\$220.00	Volunteers In Police Services	266-20-255-347.37200_000	Volunteer Appreciation Dinner Guests	N/A
\$500.00 Check	May 2016	\$500.00	National Night Out	266-20-255-351.37200_005	Rotary Club of Turlock	P.O. Box 1713 Turlock CA 95381
China Bowl	June 2016	\$25.00	National Night Out	N/A	International Bazar	2622 Geer Rd. Turlock Ca 95382
\$250.00 Check	June 2016	\$250.00	National Night Out	266-20-255-351.37200_005	TID	333 East Canal Dr. P.O. Box 949 Turlock CA 95381
\$200.00 Check	July 2016	\$200.00	National Night Out	266-20-255-351.37200_005	Dairy Farmers Of America	600 Trade Wy, Turlock CA 95380
\$75.00 Cash	July 2016	\$75.00	National Night Out	266-20-255-351.37200_005	Hot Rod Diner	130 S. Walnut Turlock CA 95380
\$50.00 Costco Card	July 2016	\$50.00	National Night Out	N/A	Coscto	2955 Tegner Rd. Turlock CA 95380
\$100.00 Check	July 2016	\$100.00	National Night Out	266-20-255-351.37200_005	TCEA	156 S. Broadway, Turlock CA 95380
Coloring books & Crayons	July 2016	\$200.00	National Night Out	N/A	TID	333 East Canal Dr. P.O. Box 949 Turlock CA 95381
\$50.00 Gift Cert.	July 2016	\$50.00	National Night Out	N/A	Angelinis	2251 Geer Rd. Turlock CA 95380
\$50.00 Gift Cert.	July 2016	\$50.00	National Night Out	N/A	Safeway	3051 Countryside Dr. Turlock CA 95380
Tractor Light	July 2016	\$50.00	National Night Out	N/A	Tractor Supply	201 N. Walnut Rd. Turlock CA 95380
BBQ Items	July 2016	\$300.00	National Night Out	N/A	Random Acts of Kindness	156 S. Broadway Turlock CA 95380
Pepsi – 10 Cases	July 2016	\$50.00	National Night Out	N/A	Pepsi Co.	200 River Rd. Modesto CA 95351

ATTACHMENT A

\$50 Gift Card & Flowers	July 2016	\$100.00	National Night Out	N/A	Yonan's	2485 Geer Rd. Turlock CA 95380
\$500 Check	July 2016	\$500.00	National Night Out	266-20-255-351.37200_005	TMAPS	156 S. Broadway Turlock CA 95380
1.5 Pallets of water	July 2016	\$100.00	National Night Out	N/A	Niagara Bottling co.	1025 Runway Dr. Stockton Ca 95206
Kids Fire Hats	July 2016	\$200.00	National Night Out	N/A	Random Acts of Kindness	156 S. Broadway Turlock CA 95380
Candy Dish	July 2016	\$50.00	National Night Out	N/A	Nineveh Imports	1560 Geer Rd. # J Turlock CA 95380
\$22.00 Cash	July 2016	\$22.00	National Night Out	266-20-255-351.37200_005	Lori House	244 N. Broadway Turlock CA 95380
30 Packages – Hotdog rolls	July 2016	\$75.00	National Night Out	N/A	Costless Market	255 W. Main St. Turlock CA 95380
Gift Basket	July 2016	\$75.00	National Night Out	N/A	Rabo Bank	2190 Montevista Ave, Turlock CA 95382
Teapot	July 2016	\$30.00	National Night Out	N/A	Sunrise Bakery	1561 Geer Rd, Turlock CA 95380
Frisbees	July 2016	\$150.00	National Night Out	N/A	Mocse	1401 Geer Rd. Turlock CA 95380
\$100 Product	July 2016	\$100.00	National Night Out	N/A	Foster farms	1000 Davis St. Livingston CA 95334
Icecream	July 2016	\$80.00	National Night Out	N/A	Foster farms Dairy	529 Kansas Ave. Modesto CA 95351
1800 Hotdog Rolls + \$100 Gift cert	July 2016	\$750.00	National Night Out	N/A	Grocery Outlet	1330 W. Main St. Turlock CA 95380
Helium	July 2016	\$25.00	National Night Out	N/A	Savemart Lander Ave	1631 Lander Ave. Turlock CA 95380
\$30 Gift cert	July 2016	\$30.00	National Night Out	N/A	Kebab Pizza	217 S. Goldenstate Blvd. Turlock CA 95380

ATTACHMENT A

\$24.00 Check	July 2016	\$24.00	Operation Blue Santa	266-20-255-351.37200_003	Employee Donation Contribution	N/A
\$250.00 Check	August 2016	\$250.00	National Night Out	266-20-255-351.37200_005	Assyrian Club	2618 Goldenstate Blvd. Turlock CA 95382
480 Hotdog Buns	September 2016	\$180.00	Public Safety Open House	N/A	Costless	255 W. Main St. Turlock CA 95380
\$100 Check	September 2016	\$100.00	Public Safety Open House	266-20-255-351.37200_006	Smith's Chevrolet	1601 Auto Mall Dr. Turlock CA 95380
\$50 Costco card	September 2016	\$50.00	Public Safety Open House	N/A	Costco	2955 Tegner Rd. Turlock CA 95380
\$45 Foodmaxx card	September 2016	\$45.00	Public Safety Open House	N/A	Foodmaxx	1845 Countryside Dr. Turlock CA 95380
Milk & Juice	September 2016	\$150.00	Public Safety Open House	N/A	Crystal Creamery	529 Kansas Ave. Modesto CA 95351
\$100.00 Product	September 2016	\$100.00	Public Safety Open House	N/A	Foster Farms	1000 Davis St. Livingston CA 95334
\$25.00 Gift Card	September 2016	\$25.00	Public Safety Open House	N/A	Savemart	2595 Geer Rd. Turlock CA 95380
\$25.00 Gift Card	September 2016	\$25.00	Public Safety Open House	N/A	Safeway	3051 Countryside Dr. Turlock CA 95380
\$500.00 Check	September 2016	\$500.00	Public Safety Open House	266-20-255-351.37200_006	TMAPS	156 S. Broadway Turlock CA 95380
Fire Extinguisher	September 2016	\$50.00	Public Safety Open House	N/A	Lowes	3303 Entertainment Wy, Turlock CA 95380
250 Hotdog Rolls	September 2016	\$100.00	Public Safety Open House	N/A	Grocery Outlet	1330 W. Main St. Turlock CA 95380
\$250.00 Check	September 2016	\$250.00	Public Safety Open House	266-20-255-351.37200_006	Hilmar Cheese	9001 Lander Ave. Hilmar CA 95324
\$150.00 Check	September 2016	\$150.00	Public Safety Open House	266-20-255-351.37200_006	Dairy Farmers of America	600 Trade Wy, Turlock CA 95380
2 Pallets of water	September 2016	\$150.00	Turlock Police Dept.	N/A	Niagara Bottling co.	1025 Runway Dr. Stockton Ca 95206

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City Council Synopsis
December 13, 2016



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 an Equipment Exchange Amendment No. 1 to Lease Agreement No. 2106559 from US Bank Equipment Finance for the exchange of one (1) Kyocera TaskAlpha Copier for the Development Services Department (Engineering Division)

2. DISCUSSION OF ISSUE:

On July 26, 2016, the City Council approved a lease agreement of nine (9) new Kyocera multifunctional copier for various City Departments from US Bank Equipment Finance as the lessor for a period of sixty (60) months.

On September 26, 2016, the new copiers were delivered and installed in the respective departments. Since installation, the new copier for the Development Service Department (Engineering Division) has experienced performance issues including but not limited to frequent paper jams and the by-pass tray not working. This copier does not currently meet the city's performance expectations. This in turn has frustrated staff and made it difficult to complete work in a reasonable time period.

The Kyocera Technician worked on the unit for several hours and was unable to repair the unit. Due to these circumstances the Kyocera Technician recommended exchanging the current copier for a new copier.

3. BASIS FOR RECOMMENDATION:

A. In order to provide the Department with a working unit, it is necessary to approve an amendment to the Lease Agreement from US Bank Equipment to authorize the exchange of Kyocera TaskAlpha Model 3551ci to Model 3552ci.

OK for Agenda
Pam A. R. H.

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 equipment

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. City Council may deny staff recommendation to amend the lease agreement for an equipment exchange. This alternative is not recommended, the current copier is experiencing numerous breakdowns and will lead to continuous problems if not replaced.



EQUIPMENT EXCHANGE AMENDMENT

EQUIPMENT FINANCE

AGREEMENT # 2106559

Amendment to Agreement # 2106559, dated 10/17/2016, between City of Turlock as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") as Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement as set forth below:

The following specified equipment is hereby REMOVED from the Agreement:

Original Equipment:			
	Description:	Kyocera Taskalfa 3551ci	Serial Number: L8H6706539
<i>If applicable</i>	Meter Read:		Removal Date: 11/1/2016
	Description:		Serial Number:
<i>If applicable</i>	Meter Read:		Removal Date:

The following specified equipment ("Equipment") is hereby ADDED to the Agreement:

Substituted Equipment (new unless otherwise specified):			
<input type="checkbox"/> Equipment location (if different then as stated on the Agreement)			
	Description:	Kyocera Taskalfa 3552ci	Serial Number: VLQ6700389
<i>If applicable</i>	Meter Read:		Install Date: 11/1/2016
	Description:		Serial Number:
<i>If applicable</i>	Meter Read:		Install Date:

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

You hereby acknowledge and agree that the above exchange is an even exchange of equipment. The substituted Equipment listed above has been delivered satisfactorily and is irrevocably accepted.

By signing this Amendment, you acknowledge the above changes to the Agreement and authorized Lessor/Secured Party to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remaining binding on the Customer.

U.S. Bank Equipment Finance
Lessor/Secured Party

City of Turlock
Customer

Signature

X
Signature

Title Date

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Handwritten signature

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City Council Synopsis

December 13, 2016



From: Julie Burke, Senior Accountant
Prepared by: Julie Burke, Senior Accountant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Addendum to an Agreement between the City of Turlock and MuniServices, LLC (formerly MBIA MuniServices Company), adding insurance requirements for City Contract No. 16-155

2. DISCUSSION OF ISSUE:

The City of Turlock has an existing Agreement with MuniServices, LLC (formerly MBIA MuniServices Company) to provide sales tax audit services in order to detect and correct point of sale distribution errors and thereby generate new sales tax revenue which would not otherwise have been realized by the City, as well as consulting services.

A recent review of this Agreement by the Purchasing Coordinator revealed the original contract approved on November 8, 2005 does not contain the minimum insurance requirements in accordance with Turlock Municipal Code Section 1-6-01.

3. BASIS FOR RECOMMENDATION:

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

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

OK for Agenda
pm H. R. L.

General Principles:

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

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – N/A

Budget Amendment – N/A

5. CITY MANAGER’S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

MuniServices, LLC (formerly MBIA MuniServices Company) ("CONSULTANT")

Dated: 12/13/16

City Contract No. 16-155

Consultant's Contract No. M305

Page 1 of 4

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

City of Turlock

fcm

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

MuniServices, LLC (formerly MBIA MuniServices Company) (“CONSULTANT”)

Dated: 12/13/16

City Contract No. 16-155

Consultant's Contract No. M305

Page 2 of 4

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

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

MuniServices, LLC (formerly MBIA MuniServices Company) (“CONSULTANT”)

Dated: 12/13/16

City Contract No. 16-155

Consultant’s Contract No. M305

Page 3 of 4

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

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

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

MuniServices, LLC (formerly MBIA MuniServices Company) ("CONSULTANT")

Dated: 12/13/16

City Contract No. 16-155

Consultant's Contract No. M305

Page 4 of 4

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

Julie Burke, Senior Accountant
Administrative Services Department Finance
156 S. Broadway, Suite 112
Turlock, CA 95380-5456
Phone: (209) 668-5570 Ext. 1317
jburke@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

**MuniServices, LLC
Doug Jensen, SVP Client Services**

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

City Council Synopsis
December 13, 2016



From: Julie Burke, Senior Accountant
Prepared by: Julie Burke, Senior Accountant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2016-071 and adopting a new Resolution approving the use of facsimile signatures on specific accounts at Westamerica Bank

2. DISCUSSION OF ISSUE:

On April 12, 2016 the City Council approved Resolution No. 2016-071 designating the authorized facsimile signatures on the various City bank accounts with Westamerica Bank.

The City of Turlock assumes entire responsibility of the use of actual or purported facsimile signatures of any person or persons appearing on checks, drafts, or orders of the City of Turlock drawn on Westamerica Bank, and for payments made by said bank in reliance thereon, which payment may be charged to the City of Turlock, regardless of whom or by what means the actual or purported facsimile signature(s) are affixed, if they resemble the facsimile specimen(s), duly certified to or filed with Westamerica Bank, by the City Clerk or other officer of the City of Turlock.

3. BASIS FOR RECOMMENDATION:

A. Resolution No. 2016-071, approved on April 12, 2016, omitted the City Treasurer in error. Staff recommends approval of the authorized signers as designated.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization.

OK for Agenda
[Signature]

Action Item:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. There are no alternatives. Bank accounts need to be updated to reflect current staffing.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING } RESOLUTION NO. 2016-
RESOLUTION NO. 2016-071 AND ADOPTING }
A NEW RESOLUTION APPROVING THE USE }
OF FACSIMILE SIGNATURES ON SPECIFIC }
ACCOUNTS AT WESTAMERICA BANK }
_____ }

WHEREAS, on April 12, 2016 the City Council adopted Resolution No. 2016-071 designating authorized facsimile signatures on various accounts with Westamerica Bank; and

WHEREAS, Resolution No. 2016-071 omitted the City Treasurer in error; and

WHEREAS, this Resolution sets forth the authorized facsimile signatures on the various City bank accounts with Westamerica Bank.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2016-071 and adopt the following: Westamerica Bank, be and it hereby is, authorized and directed to honor as genuine and authorized instruments of this corporation any and all checks, drafts or other orders for the payment of money drawn in the name of the City of Turlock as follows:

Accounts Payable Account signed with the facsimile signature of the following (two signatures required if over \$10,000)

Gary Soiseth, Mayor

Payroll Account signed with the facsimile signature(s) of any two of the following:

Gary Soiseth, Mayor
Diana Lewis, City Treasurer

Workers Comp Account signed with the facsimile signature(s) of any one of the following:

Designee of Keenan

BE IT FURTHER RESOLVED, that the City of Turlock assumes entire responsibility of the use of actual or purported facsimile signatures of any person or persons named in the foregoing resolution appearing on checks, drafts, or orders of the City of Turlock drawn on Westamerica Bank, and for payments made by said bank in reliance thereon, which payment may be charged to the City of Turlock, regardless of whom or by what means the actual or purported facsimile signature(s) are affixed, if they resemble the facsimile specimen(s), duly certified to or filed with Westamerica Bank, by the City Clerk or other officer of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

6T

City Council Synopsis

December 13, 2016



From: Julie Burke, Senior Accountant
Prepared by: Julie Burke, Senior Accountant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2016-072 and adopting a new Resolution designating the authorized signatures for the City of Turlock bank accounts with Westamerica Bank

2. DISCUSSION OF ISSUE:

On April 12, 2016 the City Council approved Resolution No. 2016-072 designating the authorized signers on the various City bank accounts with Westamerica Bank. These signers are authorized to endorse, on behalf of the City of Turlock, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

3. BASIS FOR RECOMMENDATION:

A. Resolution No. 2016-072, approved on April 12, 2016, omitted the City Treasurer in error. Staff recommends approval of the authorized signers as designated.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization.

Action Item:

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

Handwritten signature and initials

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. There are no alternatives. Bank accounts need to be updated to reflect current staffing.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING	}	RESOLUTION NO. 2016-
RESOLUTION NO. 2016-072 AND ADOPTING	}	
A NEW RESOLUTION DESIGNATING THE	}	
AUTHORIZED SIGNATURES FOR THE CITY	}	
OF TURLOCK BANK ACCOUNTS WITH	}	
WESTAMERICA BANK	}	
<hr style="border: 1px solid black;"/>		

WHEREAS, on April 12, 2016 the City Council adopted Resolution No. 2016-072 designating the authorized signers on the various City bank accounts with Westamerica Bank; and

WHEREAS, Resolution No. 2016-072 omitted the City Treasurer in error; and

WHEREAS, the City Manager of the City of Turlock is authorized to open or maintain the accounts with Westamerica Bank contained in the Bank's signature card and agreement; and

WHEREAS, the persons or combinations of persons listed as signers on the signature card are authorized to endorse, on behalf of the organization, any checks or other items payable to the organization or its order, to deposit such checks and other items into the account with or without such endorsement, and to direct withdrawals from the account by check drawn on the account or otherwise, including withdrawals payable to anyone who is an authorized signer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby ratify and confirm the acts of its officers, agents or employees in heretofore opening these accounts with Westamerica Bank together with any acts performed in relation thereto.

BE IT FURTHER RESOLVED, that the City Council does hereby rescind Resolution No. 2016-072 and designates the following authorized individuals to sign on the City of Turlock bank accounts as follows:

Accounts Payable Account

- Gary Soiseth, Mayor
- Gary R. Hampton, City Manager
- Diana Lewis, City Treasurer
- Kellie Jacobs-Hunter, Administrative Services Director
- Julie Burke, Senior Accountant

Payroll Account

- Gary Soiseth, Mayor
- Gary R. Hampton, City Manager
- Diana Lewis, City Treasurer
- Kellie Jacobs-Hunter, Administrative Services Director

Workers Comp Account

3 Designees from Keenan
Kellie Jacobs-Hunter, Administrative Services Director
Audrey Cray, Administrative Analyst

Daily Receipt Account

Gary R. Hampton, City Manager
Kellie Jacobs-Hunter, Administrative Services Director
Julie Burke, Senior Accountant

Employee Christmas Fund Account

Diana Lewis, City Treasurer
Audrey Cray, Administrative Analyst
Julie Burke, Senior Accountant

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

December 13, 2016



From: Gary R. Hampton, City Manager
Prepared by: Jennifer Land, City Clerk Trainee
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the 2017 City Council Meeting Schedule in accordance with Turlock Municipal Code Section 2-1-02

2. DISCUSSION OF ISSUE:

The attached Resolution sets the dates for 2017 City Council meetings in accordance with the Turlock Municipal Code. Turlock Municipal Code Section 2-1-02 states regular meetings of the Council shall, unless canceled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24th) or any holiday on which City Offices are closed, in which event the regular meeting shall be held on the third Tuesday of the month in which the holiday falls.

In addition, the City Council has elected to cancel the second regular meeting (fourth Tuesday) in August due to a legislative break, the second regular meeting (fourth Tuesday) in October due to a scheduling conflict, and the second regular meeting (fourth Tuesday) in December due to the Christmas holiday.

The 2017 City Council meeting schedule also includes two (2) special meetings on August 8, 2017 with the Planning Commission and September 26, 2017 with the Parks, Arts & Recreation Commission.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on the requirements of the Turlock Municipal Code and preferences expressed by the City Council.

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 operations.

Handwritten signature: Gary R. Hampton

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this meeting schedule will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may wish to consider scheduling meetings on every second and fourth Tuesday in 2017 as set forth in the Turlock Municipal Code. This option would still allow the Council to cancel the meetings as the dates draw nearer and does not preclude the Council from setting special meetings as necessary.
- B. Council may wish to amend the proposed schedule to include additional dates for workshops (i.e. goal setting, commission forums, budget workshops, community meetings, etc.). Adopting the meeting schedule as submitted does not preclude the Council from setting additional special meetings as the need arises.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2017 }
CITY COUNCIL MEETING SCHEDULE IN }
ACCORDANCE WITH TURLOCK THE }
MUNICIPAL CODE SECTION 2-1-02 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, annually, the City Council adopts a meeting schedule establishing meetings for the year; and

WHEREAS, Exhibit A sets forth the meeting dates for 2017 in accordance with the requirements of Turlock Municipal Code Section 2-1-02.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2017 City Council Meeting Schedule as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

2017
CITY OF TURLOCK
CITY COUNCIL MEETINGS

JANUARY 10	5:00 p.m.	Special City Council Meeting/Workshop
JANUARY 10	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JANUARY 24	5:00 p.m.	Special City Council Meeting/Workshop
JANUARY 24	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
FEBRUARY 14	5:00 p.m.	Special City Council Meeting
FEBRUARY 14	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
FEBRUARY 28	5:00 p.m.	Special City Council Meeting/Workshop
FEBRUARY 28	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
MARCH 14	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
MARCH 28	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
APRIL 11	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
APRIL 25	5:00 p.m.	Special City Council Meeting/Workshop
APRIL 25	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
MAY 9	5:00 p.m.	Special City Council Meeting/Workshop
MAY 9	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
MAY 23	5:00 p.m.	Special City Council Meeting/Workshop
MAY 23	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JUNE 13	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JUNE 27	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JULY 11	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JULY 25	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
AUGUST 8	5:00 p.m.	Special City Council Meeting with the Planning Commission
AUGUST 8	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
AUGUST 22	-----	NO MEETING SCHEDULED
SEPTEMBER 12 ...	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
SEPTEMBER 26 ...	5:00 p.m.	Special City Council Meeting with the Parks, Arts & Recreation Commission
SEPTEMBER 26 ...	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
OCTOBER 10	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
OCTOBER 17	6:00 p.m.	Special City Council Meeting
OCTOBER 24	-----	NO MEETING SCHEDULED
NOVEMBER 14	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
NOVEMBER 28	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
DECEMBER 12	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
DECEMBER 26	-----	NO MEETING SCHEDULED

2018

JANUARY 9	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>
JANUARY 23	6:00 p.m.	<i>(also Regular meeting for the SA/PFA)</i>

Meetings are scheduled to be held in the Yosemite Community Room (Council Chambers), Turlock City Hall, 156 S. Broadway, Turlock. See meeting agenda for possible changes in location.

City Council Synopsis

December 13, 2016



6V



From: Michael I. Cooke, Municipal Services Director
Prepared by: David Huff, Lead Plant Operator
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson – Bryan, Inc. for the preparation of a Toxicity Reduction Evaluation for *Ceriodaphnia dubia*, in an amount not to exceed \$27,262, from account number 410-51-530.43316 "NPDES Permit Studies"

2. DISCUSSION OF ISSUE:

The Turlock Regional Water Quality Control Facility discharges disinfected tertiary wastewater (recycled water) to the San Joaquin River. As part of its Permit requirements under the National Pollution Discharge Elimination System (NPDES), the City must routinely assess whether its wastewater may have an adverse (toxic) impact upon aquatic life. Toxicity tests ("bioassays") are conducted on a routine basis on three species of aquatic life: *Pimephales promelas* (fathead minnows), *Ceriodaphnia dubia* (water fleas), and *Selenastrum capricornutum* (algae).

Recent bioassays have indicated the City's wastewater is having some type of adverse impact upon water fleas. Therefore, pursuant to the terms of the City's NPDES Permit, a Toxicity Reduction Evaluation (TRE) Action Plan must be prepared and submitted to the Regional Water Quality Control Board.

A TRE is a site-specific study conducted in a stepwise process to identify the cause of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity. A TRE is a highly specialized scientific study and the City lacks qualified personnel to perform the work.

3. BASIS FOR RECOMMENDATION:

A. The terms of the City's NPDES require that the Toxicity Reduction Evaluation be prepared because a number of recent bioassays indicated potential adverse impacts of the City's wastewater to the *Ceriodaphnia dubia*, a water flea.

OK for Agenda

Tom A. E. 1/1

- B. Robertson – Bryan, Inc. have extensive experience with TRE's. In addition, they have been instrumental in assisting other clients complete their TRE's in a cost-effective manner.

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 infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$27,262 from account 410-51-530.43316 "NPDES Permit Studies" (Includes 10% contingency)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could elect to not approve the agreement with Robertson – Bryan, Inc. This alternative is not recommended as a TRE Action Plan is necessary to identify the cause of effluent toxicity and implement a reduction process, and is required in the terms and conditions of the City's NPDES Permit under the Clean Water Act. In addition, this firm is duly qualified to perform this work.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ROBERTSON – BRYAN, INC.
for
CERIODAPHNIA DUBIA TRE SUPPORT SERVICES
CITY PROJECT NO. 16-186

THIS AGREEMENT is made this 13th day of December, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Robertson – Bryan, Inc., a corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Ceriodaphnia dubia Toxic Reduction Evaluation support services; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed Twenty-Seven Thousand Two Hundred and Sixty-Two and No/100^{ths} Dollars (\$27,262). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

4. TERM OF AGREEMENT: This Agreement shall become effective December 16, 2016 and end December 31, 2017, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

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

9. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. 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.

22. 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.

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

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

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

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

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

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

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

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

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

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

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

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

**for CONSULTANT: ROBERTSON – BRYAN, INC
ATTN: ART O'BRIEN
9888 KENT STREET**

ELK GROVE, CA 95624
PHONE: (916) 714-1801
FAX: (916) 714-1804

for CITY: CITY OF TURLOCK
ATTN: MICHAEL COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5695

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

Name of City Employee: Michael Cooke
Department: Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: MCOOKE@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

ROBERTSON – BRYAN, INC

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

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

December 6, 2016

DELIVERED BY EMAIL

Mr. David Huff
Lead Plant Operator
City of Turlock
901 S. Walnut Road
Turlock, CA 95380

Subject: *Ceriodaphnia dubia* TRE Support Services

Dear David:

Per your request, please accept this proposal for Robertson-Bryan, Inc. (RBI) to assist the City of Turlock (City) with its Toxicity Reduction Evaluation (TRE) for *Ceriodaphnia dubia*. RBI has extensive experience with TRE's and has been instrumental in assisting other clients, including the City of Turlock, conclude their TRE's in a cost-effective manner.

A TRE is a site-specific study conducted in a stepwise process to identify the cause of effluent toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity. In the City's particular case, a TRE was formally initiated when two consecutive *Ceriodaphnia dubia* chronic bioassays (bioassay initiation dates of October 3, 2016 and October 31, 2016) yielded results exceeding the City's NPDES permit whole effluent toxicity (WET) trigger of 1 TUc. Thus, a TRE Action Plan must be prepared and submitted to the Regional Water Board.

RBI has reviewed reports for these two bioassays, both of which appear to be valid tests conducted according to USEPA methodology. The results of the bioassay tests indicate that the strength of toxicity observed in these two tests was relatively low (25–32% reproductive inhibition in 100% effluent relative to the control). Low reproductive impairment can be associated with a number factors, including but not limited to abnormal variability in plant operations, plant upsets, inflow and infiltration, change in chemical usage, and contaminated sampling equipment.

The complexity and effort needed for successful completion of a TRE varies widely. RBI has led TREs that we have concluded in weeks and others that have taken years to conclude. Our scope and budget anticipates that the source or cause of toxicity can be identified through immediate and near-term actions, and toxicity control can be confirmed through additional WET testing. Our goal with this proposal is to quickly determine through our facility performance review if known plant operations affected the outcome of the routine quarterly and first accelerated test. If this is the case, then the TRE can be concluded rapidly and a final

9888 Kent Street
Elk Grove CA 95624
Phone 916.714.1801
Fax 916.714.1804

www.robertson-bryan.com

report prepared within the scope and budget presented in this proposal. However, if the near-term TRE activities detailed below do not resolve the observed toxicity and compliance issues, additional work will be needed. If the TRE cannot be concluded rapidly, as anticipated in this proposal, RBI will prepare a separate scope-of-work and budget, upon request, for any necessary additional TRE activities such as directing the additional bioassays, toxicity identification evaluation(s) (TIEs) and laboratory/sampling coordination, and data interpretation.

RBI's scope-of-work and budget for these initial TRE services is provided below. Note that this scope-of-work does not include any bioassay laboratory services. It is assumed that the City would contract separately with its selected bioassay laboratory.

I. SCOPE OF WORK

TASK 1: PREPARE TRE ACTION PLAN

With initiation of a TRE, an Action Plan is to be prepared and submitted to the Regional Water Board. Per the City's NPDES permit, this TRE Action Plan is to be prepared and submitted to the Regional Water Board within 30 days of notification that the WET trigger of 1 TUc was exceeded during accelerated monitoring. Based on the report date of the first accelerated monitoring report of November 15, 2016, a TRE Action Plan is due to the Regional Water Board on December 15, 2016. RBI will prepare a draft TRE Action Plan for the City's review and comment. The TRE Action Plan will include a) the specific actions the City will take to investigate and identify the causes of toxicity, including a review of existing data; b) a TRE WET monitoring schedule; and c) a schedule for implementation of these actions. Given the current timeframe, it is anticipated that the TRE Action Plan will be prepared prior to a site visit (Task 3.1). Thus, as part of preparation of the TRE Action Plan, RBI will provide a review of bioassay and WWTP performance data readily available (i.e., initial plant performance evaluation). An administrative draft TRE Action Plan will be provided to the City within four (4) days of the due date of December 15, 2016. The City's comments will be incorporated into a final TRE Action Plan for submission to the Regional Water Board by the due date.

Deliverables:

- *Administrative Draft TRE Action Plan*
- *Final TRE Action Plan*

TASK 2: FACILITY VISIT AND PERFORMANCE EVALUATION

Task 2.1: Initial Site Visit and Kick-Off Meeting

RBI will conduct a single site visit and initial kick-off meeting at the City's wastewater treatment plant in Turlock, California. Efficient and successful TRE's require close association and communication between critical parties, including consultant, operators, engineers, and laboratory staff. RBI's principal engineer and lead staff scientist will attend

this site visit and meeting. The aim of the site visit and meeting will be to tour the WWTP facility, discuss WWTP operations with appropriate staff, and review/observe effluent sample collection and handling procedures first hand. We have found that this site visit often quickly identifies possible or plausible explanations of the observed toxicity which will allow a rapid conclusion to the TRE, as anticipated.

Task 2.2: Facility Performance Evaluation

As part of this task, RBI has provided budget to complete a review of WWTP performance data that may be pertinent to the TRE. RBI will utilize all information and data obtained under Task 1 and Task 2.1 to plan and document initial strategies for a focused and efficient facility performance evaluation intent on determining potential toxicants of concern, possible treatment deficiencies, operational abnormalities, or in-plant sources of the observed toxicity. We have found that key components of this investigation include an evaluation of current plant operations against the design criteria, including an evaluation of process controls, an evaluation of each major process in the wastewater treatment plant, and identification of any conventional pollutant treatment deficiencies. As needed, influent and effluent quality will be evaluated through a review of self-monitoring reports and internal operations data. Upon the identification of possible sources of toxicity, RBI will recommend corrective actions and or steps necessary to address these sources.

Deliverables:

- *Update e-mails*

TASK 3: DIRECTION OF BIOASSAY LABORATORY TESTING

RBI will direct the City's bioassay laboratory regarding TRE bioassay testing that may be recommended based on the performance review. The focus initially will be on determining whether the causes of toxicity can be identified during the facility performance review and if the conditions are no longer present that were the potential cause of toxicity. Once the factors causing the toxicity have been controlled through corrective action, four consecutive WET tests will be scheduled to confirm the absence of toxicity. Under this condition and assumption, we can conclude the TRE.

However, if any of the four confirmation tests exceed the NPDES Permit's 1 TUc trigger or if causes of the toxicity are not identified via the facility performance evaluation, we will prepare a supplemental scope of work, if necessary, to coordinate and schedule additional WET tests to determine if toxicity is consistently present in effluent samples over time (i.e., consistently present across sampling events), the magnitude of effect, whether the toxicity persists over the course of a one week period for a collected sample (i.e., toxicant is persistent rather than non-persistent), and whether additional corrective actions have resulted in elimination of the toxicity.

Although the TRE Action Plan will allow for the option of utilizing Toxicity Identification Evaluations (TIEs), we do not expect that initial TRE efforts will make use of TIEs since a

facility performance evaluation has not yet been conducted and the level of toxicity observed in the October, 2016 tests was not sufficiently high for us to believe that TIEs will be effective. Thus, we assume in this scope that no TIE efforts will be undertaken and TIEs needed. If needed, then an additional effort will be required and RBI will provide an updated proposal for these additional activities.

For your information, TIEs are a process whereby the toxic effluent is manipulated (e.g., pH adjustment, filtered through a C₁₈ column to remove organics, addition of EDTA to bind trace metals, addition of pesticide synergists/antagonists) to either demonstrate increased or decreased/eliminated toxicity when the manipulated effluent sample is re-tested via a subsequent bioassay. Phase I TIEs are used to identify the class of chemical causing the toxicity, with subsequent Phase II TIE's focused on identifying the specific chemical(s)/parameters causing the toxicity. The conducting of TIEs is expensive and, therefore, it is very important that they are well conceived before they are conducted by the laboratory.

RBI will keep City staff informed of our findings via e-mail and phone discussions, and will provide direction as to the next steps in the TRE process.

Deliverables:

- *Update e-mails and phone calls*

TASK 4: TOXICITY REDUCTION EVALUATION FINAL REPORT

Under the condition that the cause of toxicity is identified in the performance review and with positive confirmation of toxicity control through four bioassay tests that meet the toxicity trigger, RBI will prepare a TRE Final Report for submission to the Regional Water Board. The TRE Final Report would detail the findings of all TRE-related WET testing conducted that demonstrate toxicity control, as well as any and all information gathered or generated to identify the source or cause of toxicity experienced in October, 2016. The TRE Final Report would also serve as the City's official notice of TRE conclusion and the City's intent to return to a routine quarterly WET monitoring schedule for *Ceriodaphnia dubia*.

An administrative draft final report will be submitted to the City for review and comment. RBI will incorporate a single round of review comments from the City, and produce a final report for submittal to the Regional Water Board.

Deliverables:

- *Administrative Draft TRE Final Report*
- *Final TRE Final Report*

Should the source or cause of toxicity not be identified in Tasks 1–3, or if toxicity control cannot be confirmed, preparation of TRE Final Report would not be appropriate. In such a

Mr. David Huff
City of Turlock
December 6, 2016
Page 5



case, budget allocated to this task could be reserved for future necessary TRE-related activities and/or rolled over into an updated scope of work.

TASK 5: PROJECT MANAGEMENT

Project management time shall primarily be used to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

III. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

IV. CONTRACT AND BILLING ARRANGEMENT

For the services detailed above, RBI recommends a time-and-materials contract, not to exceed **\$24,784** without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget). RBI will invoice the City monthly according to its 2017 rates (Attachment 2) for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944 or Paul Bedore at (916) 405-8918. We look forward to assisting the City with its TRE for *Ceriodaphnia dubia*.

Sincerely,

A handwritten signature in cursive script that reads 'Art O'Brien'.

Art O'Brien, P.E.
Principal

Attachment 1: RBI Budget
Attachment 2: 2017 Fee Schedule

ATTACHMENT 1

Budget

TRE Services for City of Turlock

Robertson-Bryan, Inc.

	Managing Partner	Principal Engineer	Project Scientist III	Subtotal
	Michael Bryan, PhD	Art O'Brien, P.E.	Paul Bedore, M.S.	
PROFESSIONAL SERVICES				
Task 1: Prepare TRE Action Plan	2	2	8	\$ 2,590
Task 2: Facility Visit and Performance Evaluation				\$ 9,620
<i>Task 2.1: Initial Site Visit and Kick-Off Meeting</i>		8	8	\$ 3,592
<i>Task 2.2: Facility Performance Evaluation</i>	2	2	26	\$ 6,028
Task 3: Direction of Bioassay Testing	2	2	16	\$ 4,118
Task 4: TRE Final Report	2	4	24	\$ 6,162
Task 5: Project Management	2	6		\$ 2,094
Total Hours:	10	24	82	
Rate:	\$ 273.00	\$ 258.00	\$ 191.00	
Labor Subtotal:	\$ 2,730.00	\$ 6,192.00	\$ 15,662.00	\$ 24,584
DIRECT EXPENSES				
Mileage and Other Direct Expenses	\$	\$	200.00	
Direct Expenses Subtotal:		\$	200.00	
TOTAL BUDGET		\$	24,784	

ATTACHMENT 2**2017 FEE SCHEDULE**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$273.00
◆ Principal Engineer/Scientist	\$258.00
◆ Resource Director	\$221.00
◆ Senior Engineer/Scientist II	\$218.00
◆ Senior Engineer/Scientist I	\$210.00
◆ Project Engineer/Scientist III	\$191.00
◆ Project Engineer/Scientist II	\$185.00
◆ Project Engineer/Scientist I	\$169.00
◆ Staff Engineer/Scientist II	\$151.00
◆ Staff Engineer/Scientist I	\$143.00
◆ Technical Analyst	\$138.00
◆ Graphics/GIS	\$128.00
◆ Administrative Assistant	\$88.00
◆ Intern	\$59.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings.

INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

City Council Synopsis

December 13, 2016



9A



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

1. ACTION RECOMMENDED:

Resolution: Determining the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines and determining the project is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) pursuant to Federal Aviation Association (FAA) Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e)

Resolution: Authorizing submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project estimated at \$2,304,493

Motion: Approving Amendment No. 1 to an Agreement between the City of Turlock and the Turlock Regional Aviation Association to establish a repayment plan to the General Fund in the amount of \$76,747 spread over a fifteen (15) year period in equal installments of \$5,116 per year and discontinuing the expense for the City Airport Liaison's time to the Airport Enterprise Fund beginning with the 2016-17 Fiscal Year, between years four (4) and six (6) of the repayment period, Turlock Regional Aviation Association and the City of Turlock will review the term of the repayment period and make adjustments to the repayment period that are mutually agreeable to the Parties, if necessary, to ensure successful repayment of the loan by Turlock Regional Aviation Association

OK for Agenda
Pam B. R.

Resolution: Appropriating \$2,304,493 to account number 401-10-125.51000 "Capital Improvements" anticipated to be funded as outlined in the Resolution to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project and appropriating \$76,747 from General Fund reserves to be transferred to Fund 401 "Airport" to properly account for matching funds for this project

2. DISCUSSION OF ISSUE:

Project Description & Background

As referenced in Exhibit "A", the City of Turlock is requesting federal assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. The purpose and need for the proposed construction project is to widen Runway 12/30 from 50' to 60' to meet Federal Aviation Administration (FAA) design standards, upgrade the airfield lighting and airfield electrical infrastructure. Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. It is the intent of this project to widen the runway to meet the design standards and provide grading and drainage of the runway safety areas to ensure compliance with runway safety area (RSA) requirements. In complying with FAA design standards this project will bring the airport into compliance with FAA Advisory Circular (AC) 150/5300-13A, as required by Airport Sponsor Grant Assurance No. 19.

On September 1, 2016 the City was awarded a design grant in the amount of \$156,242 from the Federal Aviation Administration for the purpose of updating design documents associated with the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project. The design work is anticipated to be completed by the end of 2016 and the construction project timeline is as follows:

Project Bidding – March 2017
Contract Award – July 2017
Construction Completed – September 2017

Construction Project Financing

As detailed below, the Federal Aviation Administration will fund up to 90% which is \$2,074,044 of the project costs. The total construction project cost is calculated at \$2,304,493 resulting in a balance of \$230,449. There is also an opportunity for a State grant request in the amount of \$103,702 which is 5% of the Federal grant award. The Sponsor (City of Turlock) is required to fund the remaining match in the amount of \$126,747.

Total Project Costs:	\$2,304,493
Federal Grant:	(\$2,074,044)
State Grant:	<u>(\$103,702)</u>

Remaining Sponsor Match \$ 126,747

If awarded, grant funds will be accounted for on a reimbursement basis as expenditures are incurred in Fund 401 "Airport". The City intends to fund the match through a combination of unappropriated Airport Enterprise Funds in Fund 401 and a General Fund appropriation, \$76,747 of which is proposed as a loan to be repaid by the Turlock Regional Aviation Association (TRAA) over fifteen (15) years, as outlined below:

Airport Enterprise Funds	\$ 50,000
General Fund Appropriation (loan)	<u>\$ 76,747</u>
 Total Sponsor Match	 <u>\$126,747</u>

Funding Challenges

As outlined in Exhibit "B", the City currently contracts with the Turlock Regional Aviation Association (TRAA) to manage the operations of the Turlock Municipal Airport. TRAA is a non-profit organization administered by volunteers. This board is responsible for the maintenance of the facility, the management of hangar rentals and associated administrative functions. The City's role consists of dedicating a Liaison to the TRAA and administering the grant programs/projects for the airport. This multi-decade relationship has saved the City considerable resources as no General Fund monies have been spent to operate and maintain the airport. Per the Agreement with TRAA, they are responsible for all costs associated with the construction, operation or maintenance at the airport and as a result, TRAA is tasked with identifying revenue generating opportunities in order to cover the costs of those activities. While much progress has been made by TRAA to increase revenue to the airport, growth is modest compared to expenses. Please see Exhibit "C" for more information. TRAA recognizes the financial challenges the City faces and desires to participate in offsetting the grant match. However, in order to maintain the financial sustainability of the non-profit, they are unable to fund the entire match amount at this time. Upon review of TRAA's financial projections, they believe a repayment at a rate of \$5,116 per year for fifteen (15) years will allow them to maintain the operations of the airport without jeopardizing their financial health in the long run.

The Airport Enterprise Fund balance is derived from funds previously received from the California Department of Transportation Division of Aeronautics (Caltrans) and has a current balance of \$53,000. These funds are designated to be used for operational and other needs at the airport. The only anticipated annual revenue stream to the fund is a \$10,000 annual operations grant from Caltrans. In addition,

all time spent managing the administrative aspects of the airport by the City's Airport Liaison is charged annually to the enterprise fund. Annual charge outs average \$8,000-\$11,000 per year. The limited revenue opportunity coupled with the City's current policy of not allocating any General Fund monies to the airport, has created a challenge in the City's ability to cultivate adequate grant match funds within the Airport Enterprise Fund.

Recommendations

Given these factors, staff is recommending the City appropriate \$76,747 from General Fund reserves and transfer these funds to the Airport Enterprise Fund 401 to fund the grant match. As outlined in Amendment No. 1 to Agreement No. 11-956, Council is also being asked to consider amending the Agreement with TRAA to establish a repayment plan for the General Fund loan. Repayment is proposed at a rate of \$5,116 per year for fifteen (15) years beginning July 1, 2017. Between years four (4) and six (6) of the repayment period, TRAA and the City will review the term of the repayment period and make adjustments to the repayment period that are mutually agreeable to the Parties, if necessary to ensure successful repayment of the loan by TRAA.

In order to increase the amount of matching funds available for future projects, staff is also recommending Council consider amending the Agreement with the Turlock Regional Aviation Association to allow the General Fund to absorb the costs of the time spent managing the airport by the Airport Liaison. Given the fact that the airport is a City facility, it is recommended this time be absorbed by the Public Facilities Division budget (110-50-500). This change in policy will result in a net decrease to the General Fund (revenues less expenditures) of approximately \$10,000 which is the amount budgeted for 2016-17 for the Airport Liaison reimbursement.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

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

Action Item:

15. Initiate the construction improvements at the Turlock Municipal Airport.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$2,304,493

Budget Amendment: Appropriating \$2,304,493 to account number 401-10-125.51000 "Capital Improvements" anticipated to be funded from \$2,074,044 in federal grant funds; \$103,702 in state grant funds; \$50,000 from existing Fund 401 "Airport" unappropriated reserves; and \$76,747 from the General Fund. The correlating appropriations to the revenues accounts will be made upon notice of grant award(s).

Staff is requesting a second appropriation of \$76,747 from General Fund reserves to be transferred to Fund 401 "Airport" to properly account for the matching funds for this project. As noted above, Staff and the TRAA propose that the General Fund appropriation of \$76,747 be accounted for as a loan to the TRAA which will be repaid by the TRAA at a rate of \$5,116 per year for fifteen (15) years beginning July 1, 2017.

Please note, these construction costs are estimates and will only be finalized once a bid is awarded. If project cost estimates are higher than anticipated, Council will be asked to consider amending the grant application to include the finalized costs including the impacts on the identified financing strategy outlined above.

5. CITY MANAGER'S COMMENTS:

Recommend approval based on outlined repayment plan.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance Section 15301 (Exiting Facilities). The improvements being made are to upgrade the facility to existing FAA safety standards and will not increase the capacity of the airport or allow the airport to operate a different mix of aircraft.

The project qualifies for a Categorical Exclusion from NEPA according to FAA order 1050.1E Chapter 3. 310, Categorical Exclusions for Facility Siting, Construction and Maintenance (310e). The project meets the requirements of FAA Order 1050.1E paragraph 310(e) as it is Federal financial assistance for the widening of the existing runway as well as all electrical upgrades within the existing airport site. This project will not create environmental impacts outside of the airport or launch facility property. The FAA has confirmed this project complies with NEPA in the attached Exhibit "D".

7. ALTERNATIVES:

- A. City Council may direct staff to revise the Runway Widening Project scope of work to include only electrical and drainage improvements using only existing Airport Enterprise Funds which will delay the full completion of the runway widening project until matching funds are available.

- B. City Council may choose not to apply for the grant funding, appropriate the necessary matching funds or amend the agreement with the Turlock Regional Aviation Association. Staff does not recommend this action because this will further delay the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project at the Turlock Municipal Airport.

- C. City Council may choose not to require repayment of the loan to the Airport Enterprise Fund.

A.I.P. APPLICATION

For

Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct; Runway 12/30
Safety Area Grading and Drainage Improvements (approximately 60,000 SY) - Construct;
Rehabilitate Runway 12/30 Lighting - Construct

FY 2017

TURLOCK MUNICIPAL AIRPORT

Submitted To The

Federal Aviation Administration

By The

CITY OF TURLOCK, CALIFORNIA

December 2016

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:			4. Application Identifier:		
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Turlock					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000445			*c. Organizational DUNS: 07-879-2496		
d. Address:					
* Street1: 156 South Broadway, Suite 230 Street 2: * City: Turlock County: Stanislaus * State: California Province: Country: *Zip/ Postal Code: 95380					
e. Organizational Unit:					
Department Name: Parks, Recreation and Public Facilities			Division Name: N/A		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mrs.		First Name: Allison			
Middle Name:					
* Last Name: Van Guilder					
Suffix:					
Title: Director					
Organizational Affiliation: City of Turlock, Parks, Recreation and Public Facilities					
* Telephone Number: (209) 668-5594			Fax Number: (209) 668-5619		
* Email: AVanguilder@turlock.ca.us					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Turlock and areas of Stanislaus and Merced Counties served by Airport.

* 15. Descriptive Title of Applicant's Project:

Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct; Runway 12/30 Safety Area Grading and Drainage Improvements (approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30 Lighting - Construct

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-018

*b. Program/Project: CA-018

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2017

*b. End Date: 09/30/2017

18. Estimated Funding (\$):

*a. Federal	<u>2,074,044.00</u>
*b. Applicant	<u>126,747.00</u>
*c. State	<u>103,702.00</u>
*d. Local	<u>0</u>
*e. Other	<u>0</u>
*f. Program Income	<u>0.00</u>
*g. TOTAL	<u>2,304,493.00</u>

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Gary

Middle Name: R.

*Last Name: Hampton

Suffix:

*Title: City Manager

*Telephone Number: (209) 688-5540

Fax Number: (209) 668-5619

* Email: ghampton@turlock.ca.us

*Signature of Authorized Representative:

*Date Signed:



Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

According to the General Plan for the City of Turlock (adopted 2012), Guiding Policy 5.5-b ensures compatible land uses with the Turlock Municipal Airport and maintain compatibility of Turlock Municipal Airport operations with development in the surrounding area.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is reasonably consistent with plans of the local agencies located in the area in the vicinity of the airport.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor has given fair consideration to the interest of communities where the project is located.

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The Sponsor has undertaken reasonable consultations with the affected parties using the Turlock Municipal Airport.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The sponsor holds title, in fee, to all land outlined in Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>N/A</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 19,832.00
2. Preliminary expense			1,500.00
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			150,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,133,162.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			2,304,494.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,304,494.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			2,304,494.00
20. Federal Share requested of Line 19			2,074,044.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			2,074,044.00
23. Grantee share			126,747.00
24. Other shares			103,702.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 2,304,494.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$ 126,747.00
b. Mortgages		0.00
c. Appropriations (By Applicant)		0.00
d. Bonds		0.00
e. Tax Levies		0.00
f. Non Cash		0.00
g. Other (Explain)		0.00
h. TOTAL - Grantee share		126,747.00
28. Other Shares		
a. State		103702
b. Other		0.00
c. Total Other Shares		103,702.00
29. TOTAL		\$ 230,449.00
SECTION E – REMARKS		
<p>1. There has been no change in the Exhibit "A" on file.</p> <p>2. Previously completed plans and specifications are available upon request.</p>		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ; Airfield Elec.& Lighting Upgrades

AIRPORT : Turlock Municipal Airport (O15)

1. Objective:

The City of Turlock is requesting Federal Assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport. The project consists of the following: Widen Runway 12/30 to 60'; Grading/Drainage Improvements to the RSA/OFA/RPZ including new Drainage Structures; Upgrade of Runway Lighting to MIRL (LED); Install Airfield Signage (LED) and Markings; Construct Airfield Lighting Vault; Install Regulator, Service Panel and Controls; Upgrade Airfield Electrical Infrastructure including new Electrical Service, and Cable in Conduit - Construct

2. Benefits Anticipated:

Runway 12/30 is currently 50 feet wide x 2,985 feet long. The runway does not meet the FAA's runway design standards of 60 feet in width as specified in FAA Advisory Circular (AC) 150/5300-13 A, Appendix 7 – Runway Design Standards Matrix, Table A7-1. Upon completion of the project the widened runway will meet FAA design standards, insure drainage of the Runway, RSA/OFA and RPZ areas and by upgrading the outdated and failure prone airfield electrical and lighting equipment, will provide a safer and more secure environment for the airport's electrical system and equipment

In complying with FAA design standards this project will provide a safer environment for the aeronautical users of the airport as required by Airport Sponsor Grant Assurance No. 19.

3. Approach: (See approved Scope of Work in Final Application)

The project was designed and will be constructed in accordance with FAA guidelines and specifications.

4. Geographic Location:

Turlock Municipal Airport located in Merced County, California

5. If Applicable, Provide Additional Information:

See attached Supplemental Program Narrative

6. Sponsor's Representative: (include address & telephone number)

Allison Van Guilder
Parks, Recreation and Public Facilities Director
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380

PART IV SUPPLEMENTAL PROGRAM NARRATIVE

Project Title

Widen Runway 12/30 to 60' and Airfield Electrical Upgrades

Project Description

The purpose and need for the proposed project is to widen Runway 12/30 from 50' to 60' to meet FAA design standards, upgrade the airfield lighting and airfield electrical infrastructure. The project includes the following improvements: widen the runway, construct grading and drainage improvements to the RSA/RPZ to promote adequate drainage and rehabilitate pavements; upgrade the runway lighting system from low intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with light bases and cable installed in conduit to prevent damage from rodents; installation of airfield guidance signage and markings; and upgrading the airport electrical utility infrastructure, including construction of a new airfield electrical service, electrical vault, regulator(s), panels and controls, due to age and condition. These improvements will enhance the safety of the airport.

Following are brief descriptions of the major project elements:

1. **Paving** (See attached drawing #1) – The runway is currently 2,985' long and 50' wide. The proposed project will widen the runway to 60' by milling 3" of the asphalt surface, adding 10' to the northeast side of the runway and overlaying the entire surface with 3" (approximately 3,300 tons) of new asphalt. The project will include constructing 10' wide shoulders with a stabilized surface consisting of millings on either side of the runway. New airfield markings are also included in the paving element.
2. **Grading and Drainage** (See attached drawings #2 and #3) – Areas within and proximate to the RSA's, OFA's and RPZ's will be graded and drainage pipe and structures installed to improve existing drainage conditions and to comply with recommendations contained in the Airport Drainage Study prepared by Tartaglia Engineering. This work will also insure that the transverse and longitudinal grades/slopes of these areas comply with AC 150/5300-13A (Change 1) design requirements.

Grading will take place primarily in the RSA and RPZ areas off the ends of the runway and on the northeast side of the runway extending approximately to the OFA (+/- 10') to accommodate construction of a new drainage channel (swale) approximately 3,200' in length.

This work will promote drainage and minimize standing water due to the flat terrain. The grading encompasses an area of approximately 60,000 sy.

Drainage work will include the installation of runway edge drains, the new drainage swale, and a new catch basin to be located approximately 900 feet east of the approach end of Runway 12. The catch basin will connect to the existing storm drain system via 328' of 24" RGRCP pipe.

The eastern end of the swale will connect to a new drywell to prevent ponding in the Runway 30 RSA and RPZ. The dry well will be located approximately 100 feet east of the approach end of Runway 30 and will be constructed per the City of Turlock specifications. The area will be graded to drain into the drywell.

- 3. Airfield Electrical Upgrades (See attached drawing #4)** – This element of the project includes upgrading of the runway lighting system, airfield guidance signage electrical utility infrastructure including construction of a new airfield electrical vault, regulator(s), electrical service, conduit and cable.

Runway lighting will be upgraded from Low Intensity stake mounted lights with direct burial cable to standard Medium Intensity Runway Lighting (MIRL) with cable in conduit and base mounted lights. Three new airfield guidance signs are included in the lighting work. All light fixtures will use LED technology to conserve energy.

The existing airfield electrical panel is mounted to the exterior of the terminal building. A new airfield electrical vault will be installed that will provide a more safe and secure environment for the airport's electrical system and equipment.

Equipment to be installed in the airfield electrical vault includes a constant current regulator, lighting controls and cabinet.

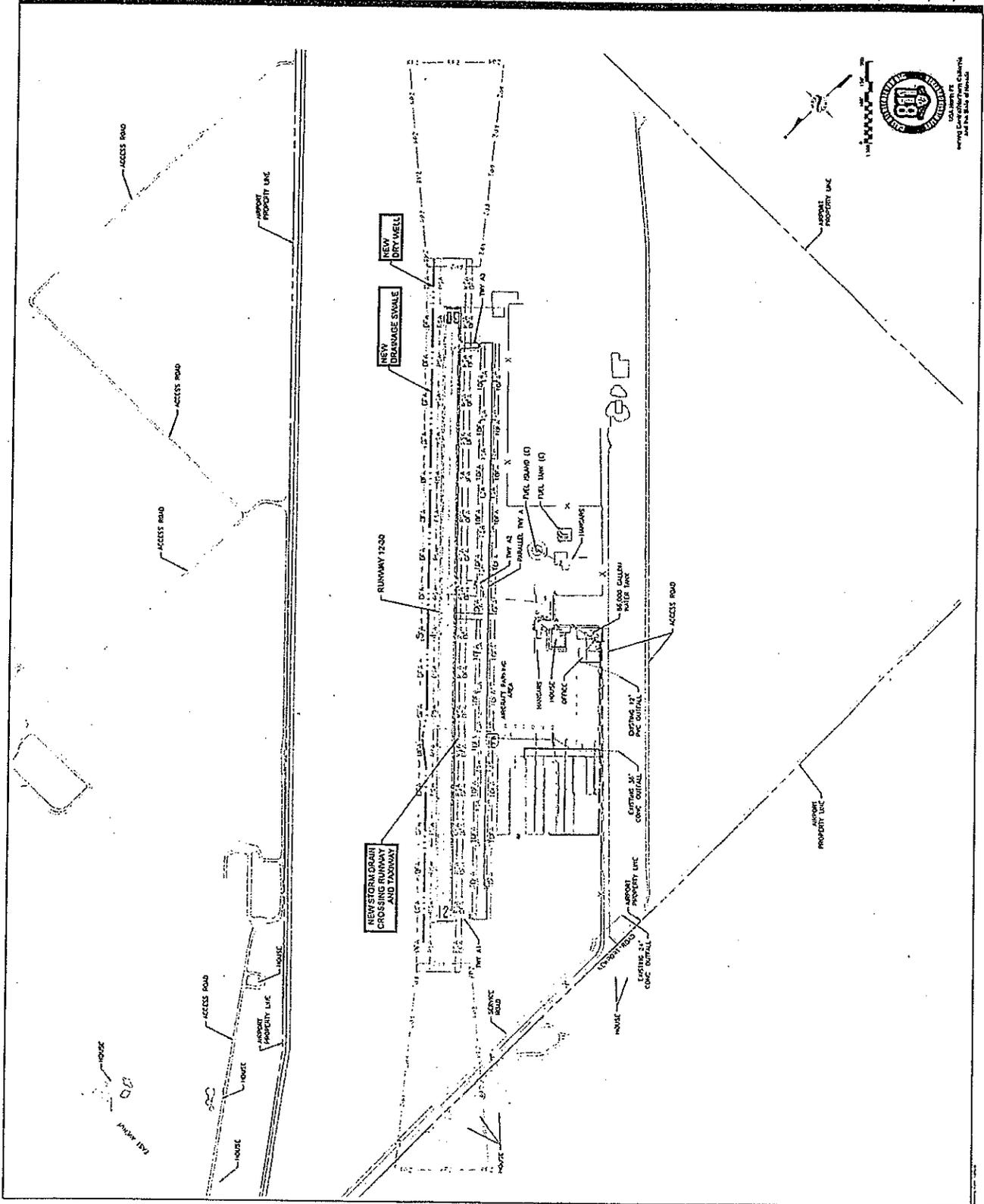
A new electrical service will replace the existing overhead line feeding the airfield lighting panel and all new electrical cable will be installed in PVC conduit. Approximately 8,000 lf of cable, conduit and trenches will be constructed in accordance with FAA Advisory Circular (AC) 150/5370-10G (or most recent edition). Trenches will contain a select, noncorrosive, granular, easily compacted bedding material as specified in the Geotechnical Engineering Report prepared by Earth Systems Pacific, and the and the City of Turlock construction standards.



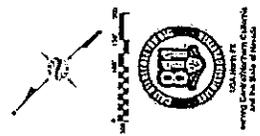
STANTEC CONSULTANTS INC.
 200 JAMES STREET
 TORONTO, ONTARIO M5E 1B5
 TEL: 416-593-9300
 FAX: 416-593-9301
 WWW.STANTEC.COM

LEGEND

AIRFIELD DRAINAGE IMPROVEMENTS



DATE: 11/13/14
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 APPROVED BY: J. BROWN



CITY OF
 TURLOCK, MUNICIPAL AIRPORT
 Turlock, Merced County, California

AIRFIELD DRAINAGE IMPROVEMENTS

Project No. 18171(02)
 Scale AS NOTED
 Drawing No. 3 of 4
 Revision 0

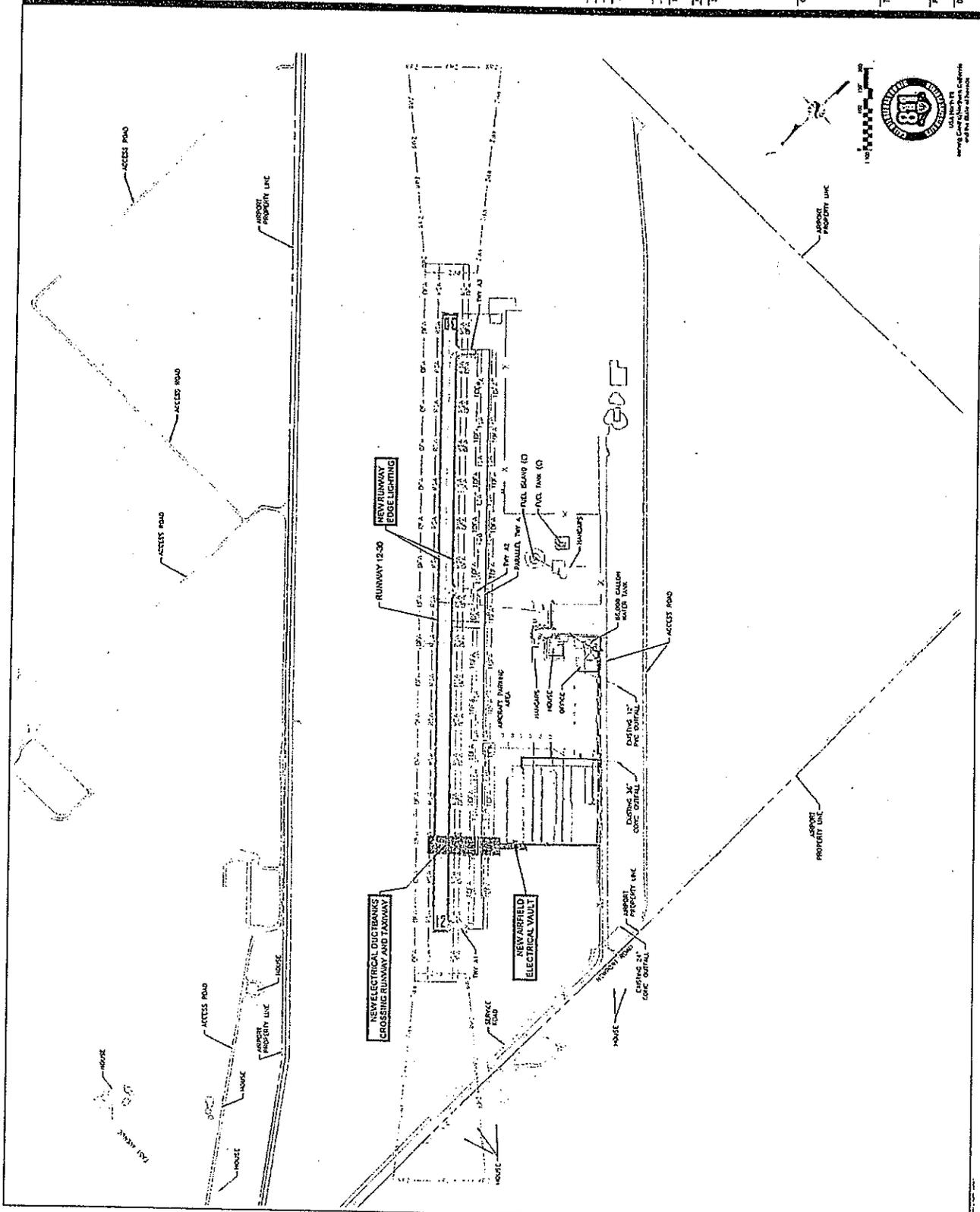


Stantec Consulting Services, Inc.
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 Phone: (310) 551-4000
 Fax: (310) 551-4001
 www.stantec.com

LEGEND



AIRFIELD ELECTRICAL IMPROVEMENTS



City of Throck, California
 Planning Commission
 and the Public Works Department

Client: THROCK MUNICIPAL AIRPORT
 Project: Throck Municipal Airport
 Location: Mendocino County, California
 Title: AIRFIELD ELECTRICAL IMPROVEMENTS

Project No. 181710001
 Drawing No. 4
 Scale: AS NOTED
 Sheet: 4 of 4
 Revision: 0

REVISED	BY	DATE	REASON

TURLOCK MUNICIPAL AIRPORT
 FY 2017 GRANT APPLICATION

Project	Quantity	Total Cost	FAA Share	Caltrans Share	COT Share
Widen Runway, RSA grading, drainage					
A. Construction	LS	\$ 2,133,162	\$ 1,919,846	\$ 95,992	\$ 117,324
B. Construction Administration	LS	\$ 150,000	\$ 135,000	\$ 6,750	\$ 8,250
C. Sponsor Project/Grant Administration	LS	\$ 21,331.62	\$ 19,198	\$ 960	\$ 1,173
TOTAL		\$ 2,304,494	\$ 2,074,044	\$ 103,702	\$ 126,747

* Rounded



FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Turlock, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 12/31/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION City of Turlock	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Gary
	Middle Name: R.
* Last Name: Hampton	Suffix:
* Title: City Manager	
* SIGNATURE:	* DATE:

STANDARD DOT TITLE VI ASSURANCES

The City of Turlock, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Turlock
(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Date _____

Title City Manager

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Turlock Municipal Airport

LOCATION: Turlock, California.

AIP PROJECT NO.:

STATEMENTS APPLICABLE TO THIS PROJECT:

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Turlock Municipal Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Turlock Municipal Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: City Manager

SPONSORING AGENCY: City of Turlock

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for non-acceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

STATEMENTS

1. Consultation with Users. In making a decision to undertake this project, we have undertaken reasonable consultations with affected parties using the airport at which the project is proposed.
2. Opposition. As pertaining to Section 509(b)(1)(A), (4), (5), (6) and (7) of the Act, there has been no opposition, either expressly or by proposed revision of the project, by any Federal, state or local government agency or by any person other than one of those agencies.
3. National Flood Insurance Program. For projects which include eligible buildings or equipment and the area in which the building will be constructed or the equipment housed is identified by HUD as having a special flood hazard, we are participating in the National Flood Insurance Program.
4. Intergovernmental review of Federal Program. This application was submitted to the State Clearing House for review on _____.
5. Pavement Maintenance Management Program. As per Grant Assurance #11, we are currently complying with the requirements set forth in Public Law 103-305, Section 107, regarding the implementation of an effective pavement maintenance management program. Details of our program and relevant documentation are available upon request. PMMP last updated on N/A.

An updated N/A, dated N/A is submitted for land projects or if airport property interests have changed since the last federally-funded project.

OR

N/A to Exhibit "A" Airport Property Map. Project is construction or equipment only. There have been N/A since Exhibit "A" Airport Property Map dated N/A.

Gary R. Hampton

Date

Title City Manager

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been ~~or will be~~ published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
 Yes No N/A

2. An ongoing drug-free awareness program has been ~~or will be~~ established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes No N/A

3. Each employee to be engaged in the performance of the work ~~has been or will be~~ given a copy of the statement required within item 1 above.
 Yes No N/A

4. Employees ~~have been or~~ will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- Abide by the terms of the statement
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes No N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes No N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: City of Turlock

Address 156 South Broadway, Suite 230, Turlock, CA 95380

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-04-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were ~~or will be~~ made to ensure fair and open competition from a wide area of interest.

Yes No N/A

2. Consultants were ~~or will be~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.

Yes No N/A

3. A record of negotiations ~~has been or~~ will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.

Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval ~~was or~~ will be obtained from the Federal Aviation Administration (FAA).

Yes No N/A

5. The consultant services contracts clearly ~~or will clearly~~ establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding ~~are or~~ will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been ~~or will be~~ included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not ~~or will not be~~ used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~or will~~ be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications ~~incorporate or~~ will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is ~~included or~~ will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding ~~have been or~~ will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification ~~does not use or~~ will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification ~~does not impose or~~ will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products ~~include or~~ will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates ~~include or~~ will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification ~~include or~~ will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):
- a. The Sponsor ~~has or~~ will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
 - b. Compliance with CSPP safety provisions ~~has been or~~ will be incorporated into the plans and specifications as a contractor requirement.
 - c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____

Name of Sponsor: City of Turlock

Name of Sponsor's Authorized Official: Gary R. Hampton

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is ~~or will be~~ in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.

Yes No N/A

2. For all contacts, qualified and competent personnel ~~are or~~ will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA ~~have included~~ or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method ~~was~~ or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
- c. Publicly opened at a time and place prescribed in the invitation for bids
- d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor ~~has~~ or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written request to use competitive proposal procurement method
- b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

Yes No N/A

6. For construction and equipment installation projects, the bid solicitation ~~includes~~ or will include the current federal wage rate determination for the appropriate type of project

Yes No N/A

7. All construction and equipment installation contracts ~~contain~~ or will contain provisions for:

- a. Access to Records
- b. Buy American Preferences
- c. Civil Rights (General Provisions and Title VI Assurances)
- d. Federal Fair Labor Standards
- e. Occupational Safety and Health Act requirements
- f. Seismic Safety (applies only to projects that include buildings)
- g. State Energy Conservation Requirements (as applicable)
- h. U.S. Trade Restriction
- i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)

Yes No N/A

8. All construction and equipment installation contracts exceeding \$2,000 ~~contain or~~ will contain the provisions established by:

- a. Davis-Bacon and Related Acts
- b. Copeland "Anti-Kickback" Act

Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management ~~has been or~~ will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing ~~were~~ or will be determined to be qualified as well as competent to perform the work.
 Yes No N/A

2. Daily construction records ~~were~~ or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required Yes No N/A

3. Weekly payroll records and statements of compliance ~~were-or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents ~~have-been-or~~ will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications ~~were-or~~ will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were-or~~ will be taken.
 Yes No N/A
7. Payments to the contractor ~~were-or~~ will be made in compliance with contract provisions as follows:
- a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
- Yes No N/A
8. The project ~~was-or~~ will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection ~~was-or~~ will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement ~~was-or~~ will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have-been-or~~ will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports ~~have-been-or~~ will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings ~~have complied~~ or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: City of Turlock

Airport: Turlock Municipal Airport

Project Number: 3-06-0265-12-2017

Description of Work: Runway 12/30 Widening by 10 FT from 50 FT to 60 FT - Construct;
Runway 12/30 Safety Area Grading and Drainage Improvements
(approximately 60,000 SY) - Construct; Rehabilitate Runway 12/30
Lighting - Construct

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
 Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes No N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
 - b. The right of ingress and egress to remove obstructions
 - c. The right to restrict the establishment of future obstructions
- Yes No N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- Yes No N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes No N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes No N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files
- Yes No N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
 - b. Supporting documents for awards included in the project files
- Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Turlock

Name of Sponsor's Designated Official Representative: Gary R. Hampton

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _____



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

San Francisco Airports District Office
1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

July 1, 2016

Ms. Allison Van Guilder
Director of Parks, Recreation, and Public Facilities
City of Turlock
144 S. Broadway
Turlock, CA 95380

Subject: Environmental Evaluation of Turlock Municipal Airport projects: Widen Runway to 60 feet, Grade Runway Safety Areas and Runway Protection Zones, Improve Drainage, and Upgrade Airfield Electrical Equipment.

Dear Ms. Van Guilder

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Turlock Municipal Airport projects: Widen Runway to 60 feet, Grade Runway Safety Areas and Runway Protection Zones, Improve Drainage, and Upgrade Airfield Electrical Equipment. The FAA has determined the proposed projects are Categorical Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for these projects is necessary for NEPA purposes.

This letter notifies you that the proposed projects have complied with NEPA only. This is not a notice of final project approval or funding availability.

If you have any questions regarding this matter I am available at 650-827-7612, or email me at Douglas.Pomeroy@faa.gov.

Sincerely,

A handwritten signature in black ink that reads "Douglas R. Pomeroy".

Douglas R. Pomeroy
Environmental Protection Specialist



FACILITIES MANAGEMENT AGREEMENT
Between
THE CITY OF TURLOCK
and
TURLOCK REGIONAL AVIATION ASSOCIATION
for the
Turlock Municipal Airport

THIS AGREEMENT is entered into this 23rd day of October, 2012, by and between the **City OF TURLOCK**, a municipal corporation (herein referred to as "City") and **TURLOCK REGIONAL AVIATION ASSOCIATION**, a California nonprofit corporation (herein referred to as "Association").

WHEREAS, City owns real property located in the County of Merced commonly known as the Turlock Municipal Airport, located at Newport Road and East Avenue, Ballico, California (95303) ; and

WHEREAS, a portion of the property is currently devoted to public airport purposes in conformity with a quitclaim deed dated July 31, 1947; and

WHEREAS, City desires to contract the management of Turlock Municipal Airport to Association.

NOW, THEREFORE, the parties mutually agree as follows:

1. **CITY'S COMPLIANCE WITH FEDERAL OBLIGATIONS.** This Agreement shall not absolve the City of Turlock of its responsibility to comply with its federal obligations as stated in the Quitclaim Deed dated July 31, 1947 and any future Sponsor Assurances. The City of Turlock remains ultimately responsible for overseeing the safe and efficient operation of Turlock Municipal Airport.

This Agreement shall be subordinate to the provisions of any existing or future agreement entered into between City and the United States to obtain federal funding. As a result, if there is a conflict between a particular provision of this Agreement and City's federal obligations, City shall take appropriate action to extinguish or amend any such provision to be compliant with its federal obligations.

2. **ASSOCIATION'S COMPLIANCE WITH FEDERAL OBLIGATIONS.** Association agrees to operate the airport in accordance with the federal obligations of City under any existing federal grant agreements or surplus property deeds outstanding at the time of the execution for the lease or any outstanding Non-Surplus Property deed if the airport is not also subject to either a grant agreement or surplus property deed. In furtherance of this general covenant, but without limiting its general applicability, Association specifically agrees to operate the airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination; to provide space

control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during a time of war or national emergency.

TERM OF AGREEMENT. This Agreement shall become effective upon execution and shall continue in full force and effect for a period of ten (10) years, beginning October 23, 2012 and ending October 22, 2022 .

1. **COMPENSATION.** Association shall pay an annual fee of One Dollar (\$1.00) per year with further consideration for this Agreement being the commitment of Association to operate the airport facility as a public airport with all monies generated by such operation to be expended solely for public airport purposes. Any future development that may be contemplated on the airport property will be subject to a separate agreement with the City and the TRAA as parties to the agreement.

2. **PROPERTY TAXES.** Association shall also pay all property taxes due from City attributable to the airport facility and the parties acknowledge that this Agreement may constitute a possessory interest in accordance with Revenue and Taxation Code §107 and Association may be subject to the payment of property taxes levied on this interest.

3. **TITLE 14 CFR PART 77.** Association agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises or in the event of any planned modification or alteration of any present or future building or structure situated on the premises to the extent the Association contracts with the building owner.

Association expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth. Any offending structure, building or growth caused or created by an entity or person contracting directly with City shall not be deemed a breach of the aforesaid covenants, and Association shall not be responsible for costs to remove or otherwise mitigate any such offending structure, building or growth, nor shall it be liable for any damages caused by such structure, building or growth.

4. **REASONABLE AND NONDISCRIMINATORY SERVICES.** Association will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

5. **SAFETY.** Association will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

6. **INSURANCE.** Association shall not commence work under this Agreement until Association has obtained City's approval regarding all insurance requirements, forms,

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide City a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

(f) Association shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be approved by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, Association hereby agrees to waive subrogation which any insurer of Association may acquire from Association 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 Association, its agents, employees, independent contractors and subcontractors. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: Association 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.

7. **INDEMNIFICATION.** Association 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 Association, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

8. **NONDISCRIMINATION.** Association does hereby covenant and agree that:

(a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) Association shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally

14. **MAINTENANCE AND REPAIR.** Association shall be responsible for all normal maintenance and repair of airport facilities pursuant to the normal operation of the airport. Major improvement and pavement preservation projects will be performed to the extent that State and Federal grant applications are funded and as other appropriate funding sources may become available.

15. **NOTIFICATIONS TO AGENCIES.** Association shall be responsible for the notification of the Federal Aviation Administration or any other regulatory agency if any occurrence, event, or incident requiring the notification of such agency by rule, regulation, or law, specifically but not limited to, NOTAMs, National Transportation Safety Board notifications, airport directory updates, etc. City shall be supplied with copies of all such notifications.

16. **INDEPENDENT CONTRACTOR.** All acts of Association, its agents, officers, and employees and all others acting on behalf of Association relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Association, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Association 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 Association. It is understood by both Association and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

Subject to the City's approval, Association shall determine the method, details and means of performing the work and services to be provided by Association under this Agreement. Association shall be responsible to City only for the requirements and results specified in this Agreement, and, subject to the City's approval, Association has control over the manner and means of performing the services under this Agreement. Association is permitted to provide a service to others during the same period service is provided to City under this Agreement. If necessary, Association has the responsibility for employing other persons or firms to assist Association in fulfilling the terms and obligations under this Agreement.

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

It is understood and agreed that as an independent contractor and not an employee of City, neither Association nor Association'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 Association must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Association's personnel.

As an independent contractor, Association 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.

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.

24. **INTEREST OF ASSOCIATION.** Association 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. Association warrants that, in performance of this Agreement, Association shall not employ any person having any such interest. Association 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.

25. **AMENDMENTS.** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Association 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 Association may incur in performing such additional services, and Association shall not be required to perform any such additional services.

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

27. **ASSIGNMENT.** This Agreement, either in whole or in part, is not assignable by Association without the prior written consent of City, such consent shall not be unreasonably withheld and will be executed with prior knowledge and approval of FAA.

28. **AMENDMENT.** No amendment, alteration or variation of the terms or specification of this Agreement shall be valid unless made in writing and mutually signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

29. **BEARING RESPECTIVE COSTS.** Association and City will each bear their respective costs of negotiating and executing this Agreement with no funds being expended from City's Airport Enterprise Fund.

30. **TIME.** Time is of the essence in this Agreement.

31. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver any such additional documents as may be reasonably necessary to carry out the provisions of this Agreement.

32. **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.

33. **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.

FOR ASSOCIATION:

Turlock Regional Aviation Association
Attention: Todd Smith, President
Post Office 556
Denair, California 95316
(209) 202-8869

FOR CITY:

City of Turlock
Attention: Roy W. Wasden, City Manager
156 South Broadway, Suite 230
Turlock, CA 95380-5454
(209) 668-5540

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

CITY OF TURLOCK,
a California municipal corporation

TURLOCK REGIONAL AVIATION ASSOCIATION

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

By: Todd Smith
Todd Smith, President

Date: 10/24/12

Date: OCT 18, 2012

APPROVED AS TO FORM :

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

By: Harrison L. Gibbs
Harrison Gibbs, Vice President

By: William Behrens
William Behrens, Treasurer

ATTEST:

By: Kellie E. Weaver
Kellie E. Weaver, City Clerk

By: Dennis Lundin
Dennis Lundin, Secretary

EXHIBIT B

Insurance Requirements

Minimum Limits of Insurance: Lessee shall maintain limits no less than:

General Liability: \$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 Lessee and the Fuel Facility or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to blanket contractual; products/completed operations, and broad form Property damage.

Automobile Liability: \$1,000,000 per occurrence for bodily injury and Property damage.

Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.

TURLOCK REGIONAL AVIATION ASSOCIATION
(A NON-PROFIT CORPORATION)

Statement of Financial Position

December 31, 2015

With Comparative Totals at December 31, 2014

	2015	2014
ASSETS		
Cash	\$ 49,735	\$ 55,334
Accounts receivable	1,288	1,338
Inventory - fuel	1,607	
Prepaid expenses	12,300	11,327
Fixed assets, net of accumulated depreciation	41,948	52,101
TOTAL ASSETS	\$ 106,878	\$ 120,100
LIABILITIES AND NET ASSETS		
Accounts payable	\$ 4,950	\$ 243
Deposits payable	950	850
Unearned revenue	3,366	
TOTAL LIABILITIES	9,266	1,093
Net Assets:		
Unrestricted	97,612	119,007
TOTAL NET ASSETS	97,612	119,007
TOTAL LIABILITIES AND NET ASSETS	\$ 106,878	\$ 120,100

The accompanying notes are an integral part of these financial statements.

TURLOCK REGIONAL AVIATION ASSOCIATION
(A NON-PROFIT CORPORATION)
Statement of Activities
For the Year Ended December 31, 2015
With Comparative Totals for the Year Ended December 31, 2014

	2015	2014
Revenues:		
Rental income	\$ 48,883	\$ 40,416
Fuel flow income	28,102	
Membership dues	920	1,000
Other income	123	30
Interest income	75	168
Total Revenues	78,103	41,614
Expenses:		
Support Services:		
Management and general	99,498	58,884
Total Expenses	99,498	58,884
Change in Net Assets	(21,395)	(17,270)
Net Assets at beginning of year	119,007	136,277
Net Assets at end of year	\$ 97,612	\$ 119,007

The accompanying notes are an integral part of these financial statements.

TURLOCK REGIONAL AVIATION ASSOCIATION
(A NON-PROFIT CORPORATION)
Statement of Functional Expenses
For the Year Ended December 31, 2015
With Comparative Totals for the Year Ended December 31, 2014

	Support Services Management and General	
	2015	2014
Functional Expenses:		
Utilities	\$ 3,807	\$ 2,864
Taxes	6,916	3,784
Insurance	18,418	18,672
Accounting and legal	6,891	7,393
General and administration	1,140	1,752
Repairs and maintenance	21,434	12,200
Bad debts	1,280	315
Cost of fuel sold	22,296	
Fuel expenses	7,163	
Total Before Depreciation Expense	89,345	46,980
Depreciation Expense	10,153	11,904
Total Functional Expenses	\$ 99,498	\$ 58,884

The accompanying notes are an integral part of these financial statements.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

San Francisco Airports District Office
1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

July 1, 2016

Ms. Allison Van Guilder
Director of Parks, Recreation, and Public Facilities
City of Turlock
144 S. Broadway
Turlock, CA 95380

Subject: Environmental Evaluation of Turlock Municipal Airport projects: Widen Runway to 60 feet, Grade Runway Safety Areas and Runway Protection Zones, Improve Drainage, and Upgrade Airfield Electrical Equipment.

Dear Ms. Van Guilder

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Turlock Municipal Airport projects: Widen Runway to 60 feet, Grade Runway Safety Areas and Runway Protection Zones, Improve Drainage, and Upgrade Airfield Electrical Equipment. The FAA has determined the proposed projects are Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for these projects is necessary for NEPA purposes.

This letter notifies you that the proposed projects have complied with NEPA only. This is not a notice of final project approval of funding availability.

If you have any questions regarding this matter I am available at 650-827-7612, or email me at Douglas.Pomeroy@faa.gov.

Sincerely,

A handwritten signature in black ink that reads "Douglas R. Pomeroy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Douglas R. Pomeroy
Environmental Protection Specialist

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE } RESOLUTION NO. 2016-
TURLOCK MUNICIPAL AIRPORT WIDEN }
RUNWAY 12/30 TO 60' AND AIRFIELD }
ELECTRICAL UPGRADES CONSTRUCTION }
PROJECT IS EXEMPT FROM THE PROVISIONS }
OF THE CALIFORNIA ENVIRONMENTAL }
QUALITY ACT (CEQA) IN ACCORDANCE WITH }
SECTION 15301 (EXISTING FACILITIES) OF }
THE CEQA GUIDELINES AND DETERMINING }
THE PROJECT IS CATEGORICALLY }
EXCLUDED FROM THE PROVISIONS OF THE }
NATIONAL ENVIRONMENTAL POLICY ACT }
(NEPA) PURSUANT TO FEDERAL AVIATION }
ADMINISTRATION (FAA) ORDER 1050.1E }
CHAPTER 3. 310 FOR FACILITY SITING, }
CONSTRUCTION AND MAINTENANCE (310e) }
_____ }

WHEREAS, the City of Turlock is applying for a grant with the Federal Aviation Administration (FAA) to fund the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project to improve the operation, safety, and efficiency of the Turlock Municipal Airport; and

WHEREAS, the project will upgrade the existing facility to meet existing FAA safety standards, including the widening of the runway, but will not change the number or type of aircraft that can be accommodated by the airport; and

WHEREAS, the proposed project consists of repair, maintenance, and minor alteration to the existing airport facility and will not result in any expansion of the existing use beyond the current use; and

WHEREAS, the FAA requires the City to make a NEPA and CEQA determination prior to authorizing funding, and

WHEREAS, the proposed amendments do not have the potential to cause a significant effect on the environment or to create environmental impacts outside of the airport property; and

WHEREAS, the City Council of the City of Turlock held a duly noticed public hearing on December 13, 2016, to solicit public comment and testimony regarding the environmental document and the project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the City Council of the City of Turlock does hereby find and determine that the project is consistent with the Turlock General Plan and its

Environmental Impact Report, and is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

Section 2. That the City Council of the City of Turlock does hereby find and determine that the project is categorically excluded from the provisions of NEPA pursuant to FAA Order 1050.1E paragraph 310(e) as confirmed in the letter from the Federal Aviation Administration Exhibit "D" attached to the staff report.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING	}	RESOLUTION NO. 2016-
SUBMITTAL OF AN APPLICATION,	}	
ACCEPTANCE OF AN ALLOCATION OF	}	
FUNDS, AND EXECUTION OF A GRANT	}	
AGREEMENT WITH THE FEDERAL	}	
AVIATION ADMINISTRATION FOR THE	}	
TURLOCK MUNICIPAL AIRPORT WIDEN	}	
RUNWAY 12/30 TO 60' AND AIRFIELD	}	
ELECTRICAL UPGRADES CONSTRUCTION	}	
PROJECT ESTIMATED AT \$2,304,493	}	
<hr/>	}	

WHEREAS, the City of Turlock is requesting federal assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport; and

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

WHEREAS, the construction grant project is estimated to cost \$2,304,493 and the Federal Aviation Administration will fund up to 90% of the project; and

WHEREAS, there is also an opportunity for a State grant which will fund up to 5% of the Federal grant award; and

WHEREAS, the remaining balance of \$126,747 will need to be funded through a combination of Airport Enterprise and General Fund appropriations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize the submittal of an application to the Federal Aviation Administration for the Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project; and
2. If awarded, authorize accepting an allocation of funds for the Federal Aviation Administration Grant for Fiscal Year 2016-17 and appropriating said funds to the appropriate revenue and expenditure accounts in Fund 410 "Airport"; and
3. If awarded, authorize the Mayor or City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



AMENDMENT NO. 1
to
the Agreement between
THE CITY OF TURLOCK
and
TURLOCK REGIONAL AVIATION ASSOCIATION
City Contract No. 11-956

THIS AMENDMENT NO. 1, dated December 13, 2016, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOCK REGIONAL AVIATION ASSOCIATION**, hereinafter referred to as "ASSOCIATION").

WHEREAS, the parties hereto previously entered into a Facilities Management agreement executed on October 23, 2012 whereby the "Association" will provide facilities management services at the Turlock Municipal Airport to the "City", through October 22, 2022;

WHEREAS, the parties desire to amend the agreement as set forth in this Amendment No. 1.

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

1. Paragraph 13 of the Agreement, entitled "PUBLIC ENTITY GRANTEE" is amended to read as follows:

"PUBLIC ENTITY GRANTEE: City shall remain the public entity grantee for State and Federal airport grants and will continue to comply with State and Federal grant assurances as required by current FAA regulations; however, the City shall be responsible for preparing and submitting through City all grant applications. Any matching funds necessary to secure such grant(s) may be derived from airport and Association developed revenues or General Fund monies determined by the City Council. City agrees to forward all documents pertaining to airport grants to Association and process completed applications with the grantor agencies in a timely manner."

2. Paragraph 41 "Loan Agreement", is added to read as follows:

"The City agrees to a one time loan to the ASSOCIATION in the amount of \$76,747. The loan shall be used for the 2017 Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project. ASSOCIATION agrees to repay the one time loan in the amount of \$76,747, over a fifteen (15) year repayment period, in equal installments of \$5,116 per year, beginning July 1, 2017. Between years four (4) and six (6) of the repayment period, ASSOCIATION and City will review the term of the repayment period and make adjustments to the repayment period that are mutually agreeable to the

OK for Agenda

[Signature]

Parties, if necessary, to ensure successful repayment of the Loan by the ASSOCIATION.”

3. Attachment A "Delineation of Responsibilities", "For the City of Turlock", Paragraph 1 is amended to read as follows:

“FOR THE CITY OF TURLOCK: The City of Turlock will assign a city staff person as the Airport Manager to interact and facilitate grants, programs and other issues with respect to the airport. This staff person shall be the point of contact for the TRAA and shall attend as a requirement their meetings to facilitate the smooth operation of the airport. The cost of City staff time spent managing the airport will be absorbed by the General Fund in the Public Facilities division budget.”

4. 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 No. 1 to be executed by and through their respective officer's thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

TURLOCK REGIONAL AVIATION ASSOCIATION

By: _____
Gary Soiseth, Mayor
or

By: _____

Gary R. Hampton, City Manager

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2016-
\$2,304,493 TO ACCOUNT NUMBER }
401-10-125.51000 "CAPITAL }
IMPROVEMENTS" ANTICIPATED TO BE }
FUNDED AS OUTLINED IN THE }
RESOLUTION TO COMPLETE THE }
TURLOCK MUNICIPAL AIRPORT WIDEN }
RUNWAY 12/30 TO 60' AND AIRFIELD }
ELECTRICAL UPGRADES CONSTRUCTION }
PROJECT AND APPROPRIATING \$76,747 }
FROM GENERAL FUND RESERVES TO BE }
TRANSFERRED TO FUND 401 "AIRPORT" }
TO PROPERLY ACCOUNT FOR MATCHING }
FUNDS FOR THIS PROJECT }
_____ }

WHEREAS, the City of Turlock is requesting federal assistance in its efforts to improve and enhance the operation, safety, and efficiency of the Turlock Municipal Airport; and

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

WHEREAS, the construction grant project is estimated to cost \$2,304,493 and the Federal Aviation Administration will fund \$2,074,044 of the project; and

WHEREAS, there is also an opportunity for a State grant which will fund up to 5% of the Federal grant award which is \$103,702; and

WHEREAS, \$50,000 will be used from existing Airport Enterprise funds; and

WHEREAS, the remaining balance of \$76,747 will need to be funded through a General Fund appropriation; and

WHEREAS, as outlined in Amendment No. 1 to the Agreement (Contract 11-956) with the Turlock Regional Aviation Association (TRAA), TRAA will repay the City \$76,747 toward the project, split in equal installments over the next five (5) years; and

WHEREAS, as outlined in Amendment No. 1 to the Agreement (Contract 11-956) with the Turlock Regional Aviation Association (TRAA), between years four (4) and six (6) of the repayment period, TRAA and the City will review the terms of the repayment period and make adjustments to the repayment period that are mutually agreeable to the parties, if necessary, to ensure successful repayment of the loan by the TRAA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$2,304,493 to account number 401-10-125.51000 "Capital Improvements" anticipated to be funded as outlined in the Resolution to complete the Turlock Municipal Airport Widen Runway 12/30 to 60' and Airfield Electrical Upgrades construction project and appropriating \$76,747 from General Fund reserves to be transferred to Fund 401 "Airport" to properly account for matching funds for this project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of December, 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

December 13, 2016



98



From: Michael I. Cooke, Municipal Services Director
Prepared by: Michael I. Cooke, Municipal Services Director
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Rejecting the City of Modesto's offer to sell three (3) drinking water systems owned and operated by the City of Modesto in the Turlock area to the City of Turlock and directing the City Manager to inform the City of Modesto that the City of Turlock does not wish to purchase these water systems at this time

2. DISCUSSION OF ISSUE:

The City of Modesto has offered to sell their three (3) satellite water systems located within and adjacent to Turlock to the City of Turlock for \$758,089.00.

In July of 1995, the City of Modesto acquired the Del Este Water Company for a cost of \$9.5 million through an eminent domain settlement agreement. The Del Este Water Company was a private water company that owned and operated a number of small independent drinking water systems throughout the county, including: Ceres, Modesto, Turlock, Waterford, Del Rio, Empire, Grayson, Hickman and Salida.

Since their acquisition of Del Este, Modesto has operated three (3) small satellite drinking water systems in the Turlock area (See Exhibit A for diagrams). The three (3) water systems serve a total of approximately four hundred nineteen (419) accounts. Each water system is operated independently of the others. Initially, water for these systems was provided by four (4) wells; however, since 2009 one (1) well has been taken out of service and the City of Turlock has been the sole supplier of water for one (1) of the three (3) systems through an approved "emergency" intertie.

Due to the inefficiency of operating satellite drinking water systems, Modesto has approached Turlock on multiple occasions over the past twenty (20) years offering to sell these water systems to Turlock. Each time the City of Turlock has declined these offers. The main concern is the substandard condition of the system(s) and

OK for Sign
pm A.R.H.

the costs necessary to upgrade the system(s) to minimum standards. Since 1995, the City of Modesto has spent minimal resources to maintain and improve these systems (see Exhibit B for more detailed information).

Background

The three (3) water systems are commonly referred to as:

- Sunnyview/Southern (1967)
- Runyan/Central (1959)
- Hayes/Northern (1955)

The systems have been in operation for fifty (50) to sixty (60) years. More detailed information is summarized below:

The Sunnyview/Southern Tract

General Location: South Minaret, South Rose, Alpha, Brier, Evelle, Quincy

- 331 connections
- Operational since 1967
- Two (2) wells:
 - Well 255 constructed in 1950 and lowered in 1989. Production capacity: 600 gallons per minute (GPM)
 - Well 275 constructed in 1973. Production capacity: 515 (GPM)
- Connected to the City of Turlock water system for standby and fire emergency purposes only
- 9,985 linear feet of 4-inch to 8-inch diameter water mains
- Pipe material: steel or PVC, ranging in age from 65 years to nearly new

The Runyan/Central Tract

General Location: Runyan, Carolyn, Erick (Olive and Hawkeye)

- 36 connections
- Operational since 1967
- One (1) well, constructed in 1962 and lowered in 1994: offline since 2009 due to high nitrate levels
- City of Turlock supplies all water via an "emergency" intertie since 2009
- 2,255 linear feet of 4-inch to 6-inch diameter water mains
- Pipe material: steel, asbestos cement or PVC, ranging in age from 56 years to nearly new

The Hayes/Northern Tract

General Location: Hedstrom, Hayes, James (Geer and Monte Vista)

- 52 connections
- Operational since 1955
- One (1) well, constructed in 1967 and lowered in 1973
- Production capacity: 250 GPM
- Connected to the Turlock system for standby and fire emergency purposes only
- 2,760 linear feet of 4-inch to 8-inch diameter water mains
- Pipe material: steel or PVC, ranging in age from 60 years to nearly new

System Deficiencies

Studies performed on behalf of the City of Modesto in 1990 and 2010 identified a number of system improvements necessary to bring portions of each system up to established minimum industry standards, including:

- Insufficient water supply resulting in an inability to meet maximum day demand while meeting fire flow requirements at the same time
- Undersized water mains unable to move sufficient quantity of water
 - At a minimum this affects approximately 10,400 linear feet of water mains
- Lack of emergency generators
- Inadequate size (5/8 inch) of service connections to customers
- Rehabilitate or replace Well 255 to increase production
- Inadequate non-standard fire hydrants and the need for hydrants to be properly spaced
- Undersized hydro-pneumatic tanks
- Lack of adequate system storage

The most recent cost estimate for these improvements is \$3.5 million to \$7.0 million and dates back to 2010. In today's dollars, this is an estimated capital improvement program of \$4.0 million to \$8.0 million.

However, these reports did not consider the cost of installing water meters for all customer accounts consistent with State law, which could cost an additional \$330,000. Furthermore, to install water meters, a number of water services, the lines that connect the homes to the water main in the street, may have to be replaced. This is not included in the \$330,000 cost estimate for water meters.

As a point of reference, the City of Turlock recently replaced 2,000 linear feet of 8-inch water mains on Palm and Mitchell. The cost of replacing the water mains in this older neighborhood was approximately \$700,000.

It should be noted, the capital improvements identified by Modesto assume the three systems continue to operate separately from the City of Turlock's water system. Incorporating these systems into Turlock's water system could reduce the cost of these improvements by eliminating some of the duplicative facilities, such as a storage tank. Nevertheless, bringing these drinking water systems up to today's standards and installing water meters is a multi-million dollar effort.

Water Demand

The City Council adopted a series of water rate increases to install improvements in the City of Turlock's groundwater system. Despite significant conservation, the City is struggling to provide an adequate water supply at times due to the loss of four (4) wells, for water quality, in the past three (3) years. Currently, we are in the process of trying to rehabilitate three (3) wells and to find locations for three (3) new wells.

The incorporation of Modesto's customers into Turlock's water system will place an additional burden on Turlock's water supply. It is unlikely that the small Modesto wells could be effectively integrated into Turlock's system. In short, a new large well would have to be installed to replace the three (3) aged and low capacity wells operated by Modesto. A new municipal supply well has an estimated cost of \$1.5 million and approximately a year and a half for permitting, design, and construction.

Recommendation and Options

The *minimum* estimated cost of bringing the three (3) Modesto satellite water systems up to today's standards and incorporating them into Turlock's water distribution and billing system is approximately \$5.0 million or \$12,000 per customer. Again, this is most likely the minimum cost as any project that includes the replacement of aged underground utilities usually runs into a number of unforeseen problems. Furthermore, it is likely that these systems will initially require more maintenance by City staff due to the age of the infrastructure.

The funding for these improvements would have to come from reserves in the City's Water Enterprise Fund, as there is no direct mechanism to obtain this funding from the residents who would benefit from these improvements, and may have a Proposition 218 conflict. Under such a scenario, existing Turlock customers would be subsidizing the former Modesto rate-payers which raises issues of equity and fairness - purchasing the City of Modesto's satellite water system would place a significant financial burden on existing Turlock rate-payers.

Turlock's reserve funds have been set aside to upgrade existing infrastructure deficiencies and increase water supply. Existing customers would receive some

benefit from these improvements; however, there is no benefit to Turlock's existing customers from the acquisition of the Modesto drinking water systems.

3. BASIS FOR RECOMMENDATION:

- A. The Modesto drinking water systems located in Turlock are aged, are past their life expectancy, and have a number of known, existing deficiencies.
- B. Turlock rate-payers would be burdened with the cost of a multi-million dollar capital improvement program necessary to upgrade the Modesto systems.
- C. Water Enterprise Fund reserves have been established by existing rate-payers to maintain and enhance Turlock's drinking water system, not to upgrade another agency's water system.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

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

Action Item:

- #2. Implement projects that improve groundwater sustainability.

The acquisition of the Modesto drinking water systems could undermine the City's ability to achieve its larger goals for improving its drinking water supply.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Costs to the Water Enterprise Fund are estimated to be at least \$5.0 million over the next five (5) years. This does not include the proposed purchase price of \$758,089. It shall be noted that the systems produce approximately \$270,000 in annual revenue and cost approximately \$114,000 annually to operate and maintain. However, it should also be noted that Modesto's rates are higher than Turlock's rates and many connections still pay a higher "flat rate" as they are not metered.

5. CITY MANAGER'S COMMENTS:

Recommend rejecting offer to purchase the Modesto drinking water systems located in Turlock.

6. ENVIRONMENTAL DETERMINATION:

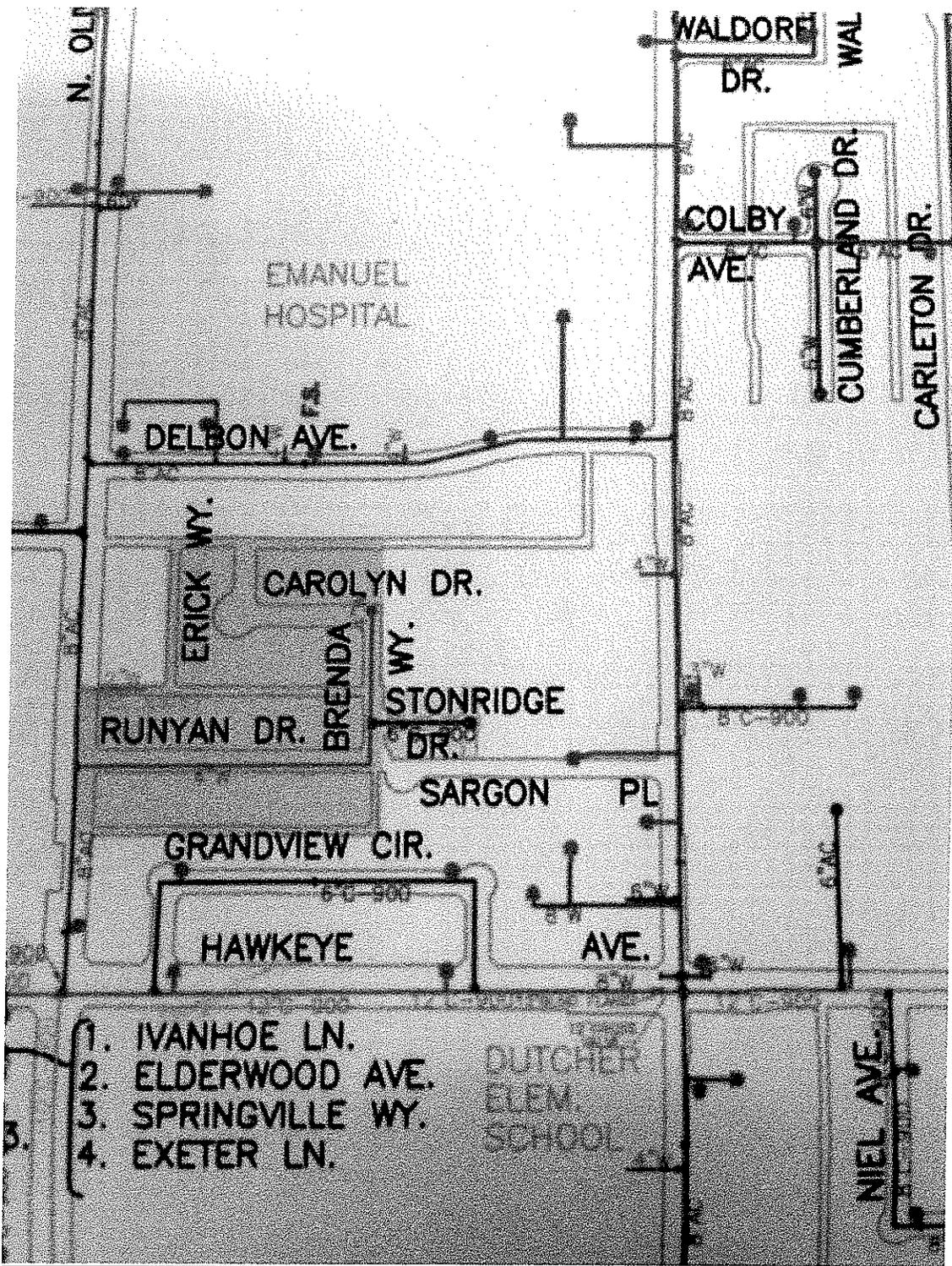
N/A

7. ALTERNATIVES:

- A. Agree to purchase the Modesto satellite drinking water systems and incorporate them into Turlock's drinking water system. This alternative is not recommended as the significant cost of upgrading the water systems would place a burden on existing rate-payers.

- B. Agree to purchase the Modesto satellite drinking water systems and continue to operate them as independent systems. This alternative is not recommended as this could create a two-tier water system for Turlock rate-payers. Theoretically, Turlock could operate the three (3) systems independently of its existing drinking water system. For instance, higher rates could be adopted for the former Modesto systems and/or a lower standard of service and improvements could be implemented in these areas. Instead of a robust and proactive capital improvement program, Turlock could simply maintain the aged infrastructure and replace it only when absolutely necessary. However, it is unlikely that residents or State regulators will find such a two-tier system acceptable.

The Runyan/Central Tract



The Hayes/Northern Tract

