City Council Agenda

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JANUARY 24, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

Council Members
William DeHart, Jr. **Mary Jackson**
Forrest White **Amy Bublak**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS & PRESENTATIONS

A. *Proclamation*: Retirement of City Employee Adela Chavez, Supervising Secretary
B. *Proclamation*: Retirement of City Employee Gloria DeCosta, Account Clerk II
C. *Appointment*: Vice Mayor
D. *Appointment:* The Alliance
E. *Appointment*: Arts Commission
F. *Appointment*: Parks, Recreation and Community Commission
G. *Presentation*: Stanislaus County Library Annual Report FY 2010/11, Vanessa Czopek

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and the Council does not endorse the religious beliefs or views of this, or any other, invocation speaker.

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

B. STAFF UPDATES

1. Crime Statistics *(Young)*

2. Fire Department Regional Discussions *(Lohman)*

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, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. **CONSENT CALENDAR:**

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

A. *Resolution*: Accepting Demands of 12/22/11 in the amount of $2,394,479.14

B. *Motion*: Amending Minutes of Regular Meeting of September 27, 2011; Accepting Minutes of Regular Meeting of January 10, 2012

C. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $450 (Fund 216) for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," bringing the contract total to $31,020
2. *Motion*: Accepting improvements for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," and authorizing the City Engineer to file a Notice of Completion

D. 1. *Motion*: Awarding bid and approving an agreement in the amount of $6,225 (Fund 301) with Saunders Air Conditioning and Heating, Inc. of Turlock, for City Project No. 11-59, "Emergency AC Replacement at the Chamber of Commerce"
2. *Motion*: Reaffirming the emergency declaration of the City Manager and declaring that there is a need to continue with the replacement of the AC and heating unit at the Chamber of Commerce

E. *Motion*: Approving an Interdepartmental Agreement between the Housing Program Services Division and the Engineering Division to provide design, construction management and inspection services for the capital improvement projects identified in the Consolidated Plan for the period beginning January 10, 2012 and ending June 30, 2015

F. *Resolution*: Appropriating $1,800 to account number 110-61-622-002.44055 "Christmas Parade Supplies" from Fund 110 "General Fund" reserve balance funded by revenue received in account number 110-61-622.35720.002 "Christmas Parade Revenue" to cover unaccounted expenses associated with the parade
G. *Motion*: Approving an Addendum to a professional services agreement with Teri Black & Company, LLC to conduct an executive recruitment for the position of Police Chief
H. *Resolution*: Adopting the 2012 City Council Meeting Schedule
I. *Motion*: Rejecting Claim for Damages filed by Uriel Perez and Rosacelia Barajas Cardenas
J. *Motion*: Rejecting Claim for Damages filed by Lorena Gil

6. FINAL READINGS:

A. ***Recommended Action*:**
Ordinance: Repealing Turlock Municipal Code Title 8, Chapters 1, 2, 5, 6, 7 and 8, regarding building regulations and adopting new Title 8, Chapters 1, 2, 5, 6 and 8 as introduced at the January 10, 2012 meeting.

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS: None

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION

Conference with Real Property Negotiators, Cal. Gov't Code §54956.8

Property:	821 North Broadway Avenue, Turlock, APN 061-007-018
Agency Negotiator:	Roy Wasden
Negotiating Parties:	Turlock Irrigation District
Under Negotiation:	Price and Terms of Payment

12. ADJOURNMENT

2A

IN HONOR OF

THE RETIREMENT OF

SUPERVISING SECRETARY ADELA CHAVEZ

DECEMBER 29, 2011

WHEREAS, Adela Chavez started her career with the City of Turlock on February 22, 1978; and

WHEREAS, during the course of her career, Adela Chavez progressed in her capacity as a Typist I Clerk with the Water Resources Department in 1978, to her most recent status as Municipal Services Supervising Secretary; and

WHEREAS, Adela Chavez was instrumental in implementing a variety of office management practices within Municipal Services; and

WHEREAS, Adela Chavez provided valuable service and knowledge during four major expansion projects at the Regional Water Quality Control Facility; and

WHEREAS, Adela Chavez provided for and facilitated countless office functions and receptions as Municipal Services Supervising Secretary; and

WHEREAS, Adela Chavez has faithfully and conscientiously served the City of Turlock and its citizens for over 33 years; and

WHEREAS, Adela Chavez retired from her position as Supervising Secretary effective December 29, 2011; and

WHEREAS, Adela Chavez has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Adela Chavez for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Adela Chavez** for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 24th day of January, 2012.

_____

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

IN HONOR OF

THE RETIREMENT OF

GLORIA DECOSTA, ACCOUNT CLERK II

December 31, 2011

WHEREAS, Gloria DeCosta, Account Clerk II, started her career in the Finance Division as an Account Clerk I with the City of Turlock in May 1991; and

WHEREAS, Gloria DeCosta provided exceptional customer service to the citizens of Turlock; and

WHEREAS, Gloria DeCosta was instrumental in organizing and maintaining the collection accounts, transient occupancy tax, and transit ticket sales for the Finance Division; and

WHEREAS, Gloria DeCosta was a valuable and productive member of the Finance Division team; and

WHEREAS, Gloria DeCosta has faithfully and conscientiously served the City of Turlock and its citizens for 20 years; and

WHEREAS, Gloria DeCosta retired from her position as Account Clerk II effective December 31, 2011; and

WHEREAS, Gloria DeCosta has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Gloria DeCosta for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Gloria DeCosta, Account Clerk II,** for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of January, 2012.

_____

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

RHONDA GREENLEE
CITY CLERK
rgreenlee@turlock.ca.us

CITY OF TURLOCK INC. 1908

RECEIVED
DEC 19 2011
OFFICE OF THE CITY CLERK
ADMINISTRATION
CITY CLERK

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5542 EXT 1103 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_X_ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

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

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

_____ **Other** _____

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

Name: Benjamin Charles Mahakis Mail The First

Address: [redacted] Turlock, CA Zip Code: [redacted]

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 33 years

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: I HAVE PREPARED AND RECIEVIEVED DENTAL EQUIPMENT / BUT RECENTLY UNEMPLOYED . .

Business Address: 1121 Jacqueline lee , TURLOCK CA Zip Code: 95352

Education (highest school year complete, degrees, etc.): High School Degree.

And a 3 year college effort.

Employment Highlights: WORKED with merced Park and Rec.

Re-opened The McSwain marina. Recieving manager For

PIRO TRADING INTERNATIONAL SHIPPING EXOPT DENTAL EQUIPMENT.

Prior Public Service, if any: Well I have Been a citizen and

TURLOCK SPEND FOR TURLOCKS MENDS CITIZEN.

IN TOWN SHAREING FOR TURLOCKS Wealth.

Present and past community activities and organizations: It Be Fact I m not

a Rich man, BUT ORGANIZATIONS have Their DOCTRINES

and Policys so That a Block To much of not many assusiation.

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

Thy ability to myer and use Rhetroic

as its PURSUE FOR more grounded

Political view. Even in The

The narrowist Perception.

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

Please return to:
Rhonda Greenlee, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

[signature] 12-19-2011

Signature Date

2F

PARKS, RECREATION & COMMUNITY COMMISSION

1 Vacancy:

1 term expired on 12/31/11

Appoint to Term:
Expires 12/31/14

1 Applicant:
Brent Bohlender

Current Parks, Recreation and Community Commission
(Seven Member, Three-Year Terms)
(Term Limit: 9 consecutive years or end of term in which 9-year period falls)

	Appointed	Reappointed	Term Expires
Richard Salinas	7/25/06	12/08/09	12/31/12
Mike Dowd	10/12/10	---	12/31/12
Andrew Davoodian	12/14/10	---	12/31/13
Barney Gordon	01/30/07	12/11/07 12/14/10	12/30/13
Bella Daniel	3/28/06	4/28/09 12/13/11	12/31/14
Vacant	---	---	12/31/14
Steven Nascimento	10/12/10	12/13/11	12/31/14

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Stanislaus County Airport Advisory Committee**

__X__ **Community Services Commission**

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

_____ **Planning Commission**

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

_____ **Development Collaborative Advisory Committee**

_____ **Other**_____

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

Name: B BRENT BOHLENDER

Address: [redacted] Zip Code: [redacted]

Telephone: Home: [redacted] Work: [redacted]

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

How long have you lived in Turlock? 61 years

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Retired

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Masters in Education / Cal State University, Stanislaus 1986

Employment Highlights: Retired school teacher 33 years / Water polo and swim coach on all levels for 40 years all within Stanislaus County.

Prior Public Service, if any: Member for 22 years City of Turlock Park and Recreation Commission for 22 years / I have set out one year per by-laws and interested in reappointment

Present and past community activities and organizations:

Currently member Stanislaus County Parks and Recreation Commission
Community liason for the Turlock Aquatic Club

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? A desire to serve

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

Please return to:

Ms K Weaver
~~Rhonda Greenlee~~, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Signature

12/19/17
Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 12/22/11 IN THE AMOUNT OF $2,394,479.14

RESOLUTION NO. 2012-

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:**
12/22/11	$2,394,479.14

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
86711	12/21/2011	Open			Utility Management Refund	ATLANTIC & PACIFIC REAL ESTATE	$169.41		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$169.41		
86712	12/21/2011	Open			Utility Management Refund	BENCHMARK PROPERTY MANAGEMENT	$60.52		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$60.52		
86713	12/21/2011	Open			Utility Management Refund	DELTA BANK	$60.52		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$60.52		
86714	12/21/2011	Open			Utility Management Refund	ESPINOSA ENTERPRISES, JESSIE	$10.00		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$10.00		
86715	12/21/2011	Open			Utility Management Refund	KAYKHA, AMIR	$101.02		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$101.02		
86716	12/21/2011	Open			Utility Management Refund	TALLMAN, HERBERT	$237.05		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$237.05		
86717	12/21/2011	Open			Utility Management Refund	THOMAS, ANTONIO	$217.70		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$217.70		
86718	12/21/2011	Open			Utility Management Refund	WALKER, JENNIFER	$102.11		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$102.11		
86719	12/22/2011	Open			Accounts Payable	A & A PORTABLES INC	$289.14		
	Paying Fund			Cash Amount			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$289.14		
86720	12/22/2011	Open			Accounts Payable	ACCOUNTEMPS INC	$699.60		

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

	Paying Fund	Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$349.80
	420 - WATER	420.11000 (Cash)		$349.80
86721	12/22/2011 Open	Accounts Payable	AFLAC	$4,247.02
	Paying Fund	Cash Amount		Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)		$4,247.02
86722	12/22/2011 Open	Accounts Payable	AIRGAS NCN	$1,208.51
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$249.11
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$959.40
86723	12/22/2011 Open	Accounts Payable	AMERINATN'L COMM SERVICE	$159,000.00
	Paying Fund	Cash Amount		Amount
	258 - Housing Stimulus Funds	258.11000 (Cash)		$159,000.00
86724	12/22/2011 Open	Accounts Payable	ANIMAL CARE EQUIP & SVCS	$103.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$103.00
86725	12/22/2011 Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	$220.00
	Paying Fund	Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$220.00
86726	12/22/2011 Open	Accounts Payable	ARMOR FIRE EXTINGUISHER	$363.18
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$140.47
	205 - Sports Complexes	205.11000 (Cash)		$186.83
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$35.88
86727	12/22/2011 Open	Accounts Payable	ARROWHEAD MT SPRING WATER	$160.07
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$160.07
86728	12/22/2011 Open	Accounts Payable	AT&T INFO SYSTEM	$357.18
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$357.18
86729	12/22/2011 Open	Accounts Payable	BALSWICK QUICK SMOG	$64.98
	Paying Fund	Cash Amount		Amount
	420 - WATER	420.11000 (Cash)		$39.98
	502 - Engineering	502.11000 (Cash)		$25.00
86730	12/22/2011 Open	Accounts Payable	BAY AREA BUS REPAIR INC	$122.03
	Paying Fund	Cash Amount		Amount
	425 - Transit - Dial A Ride	425.11000 (Cash)		$122.03

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

86731	12/22/2011 Open		Accounts Payable	BENCHMARK ENGINEERING	$2,223.00
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$2,223.00	
86732	12/22/2011 Open		Accounts Payable	BFGC ARCHITECTS PLANNERS	$8,969.25
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$8,969.25	
86733	12/22/2011 Open		Accounts Payable	BOBO CONSTRUCTIONS INC	$626,199.42
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$626,199.42	
86734	12/22/2011 Open		Accounts Payable	BONANDER TRUCKS	$263.88
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$263.88	
86735	12/22/2011 Open		Accounts Payable	BURTON'S FIRE APPARATUS	$1,197.20
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,197.20	
86736	12/22/2011 Open		Accounts Payable	CAL TRAFFIC SIGNS INC	$1,696.44
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,696.44	
86737	12/22/2011 Open		Accounts Payable	CAL-SIERRA TECHNOLOGY INC	$716.96
	Paying Fund	Cash Amount		Amount	
	501 - Information Technology	501.11000 (Cash)		$716.96	
86738	12/22/2011 Open		Accounts Payable	CALIFORNIA HIGHWAY PATROL	$400.00
	Paying Fund	Cash Amount		Amount	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$400.00	
86739	12/22/2011 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$1,149.39
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,149.39	
86740	12/22/2011 Open		Accounts Payable	CENTRAL VALLEY COMMUNITY BANK	$23,537.64
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$23,537.64	
86741	12/22/2011 Open		Accounts Payable	CHAMPION INDUSTRIAL	$450.37
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$450.37	
86742	12/22/2011 Open		Accounts Payable	CHARTER COMMUNICATIONS	$1,159.97
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$49.99	

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$109.98	
	501 - Information Technology	501.11000 (Cash)		$1,000.00	
86743	12/22/2011 Open	Accounts Payable	CITY OF TURLOCK - CASH		$221.32
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$156.48	
	240 - Small Equipment Replacement	240.11000 (Cash)		$26.84	
	255 - CDBG Housing Program Services	255.11000 (Cash)		$32.00	
	426 - Transit - BLAST	426.11000 (Cash)		$6.00	
86744	12/22/2011 Open	Accounts Payable	COMBINED BENEFITS ADMIN-		$5,042.55
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$5,042.55	
86745	12/22/2011 Open	Accounts Payable	COMBINED BENEFITS ADMIN/		$2,183.98
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$2,183.98	
86746	12/22/2011 Open	Accounts Payable	COMMUNITY VETERINARY CLIN		$924.60
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$359.60	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$565.00	
86747	12/22/2011 Open	Accounts Payable	COPWARE INC		$395.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$395.00	
86748	12/22/2011 Open	Accounts Payable	COUNTY BANK VISA		$4,382.04
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,709.63	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$672.41	
86749	12/22/2011 Open	Accounts Payable	CSJVRMA		$133,045.00
	Paying Fund	Cash Amount		Amount	
	512 - Casualty Insurance	512.11000 (Cash)		$133,045.00	
86750	12/22/2011 Open	Accounts Payable	CULLIGAN INC		$111.77
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$111.77	
86751	12/22/2011 Open	Accounts Payable	CUSTOM LOCKSMITH &		$198.32
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$198.32	
86752	12/22/2011 Open	Accounts Payable	DAIMLER BUSES NO AMERICA		$194.28
	Paying Fund	Cash Amount		Amount	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$194.28	

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

86753	12/22/2011	Open	Accounts Payable	DELTA WIRELESS & NETWORK	$31,038.09
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$456.09
	116 - Special Public Safety		116.11000 (Cash)		$30,582.00
86754	12/22/2011	Open	Accounts Payable	DEPT INDUSTRIAL RELATIONS	$12,833.05
	Paying Fund		Cash Amount		Amount
	510 - Workers' Compensation Ins		510.11000 (Cash)		$12,833.05
86755	12/22/2011	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS	$2,137.70
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$2,137.70
86756	12/22/2011	Open	Accounts Payable	DYETT & BHATIA URBAN	$26,483.07
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$26,483.07
86757	12/22/2011	Open	Accounts Payable	ECMS INC	$1,745.96
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,745.96
86758	12/22/2011	Open	Accounts Payable	ENTERSECT CORPORATION	$84.95
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$84.95
86759	12/22/2011	Open	Accounts Payable	EQUIFAX	$12.72
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$12.72
86760	12/22/2011	Open	Accounts Payable	FARIA, JAMIE	$426.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$427.50
	110 - General Fund		110.11000 (Cash)		($1.50)
86761	12/22/2011	Open	Accounts Payable	FEDERAL EXPRESS	$607.45
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$116.40
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$337.72
	420 - WATER		420.11000 (Cash)		$13.09
	426 - Transit - BLAST		426.11000 (Cash)		$76.46
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$63.78
86762	12/22/2011	Open	Accounts Payable	FRANCHISE TAX BOARD	$58.37
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$59.87
	110 - General Fund		110.11000 (Cash)		($1.50)

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86763	12/22/2011 Open	Accounts Payable	GAGAN INC		$16.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$16.00	
86764	12/22/2011 Open	Accounts Payable	GEOANALYTICAL LAB INC		$3,076.46
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,052.76	
	420 - WATER	420.11000 (Cash)		$1,023.70	
86765	12/22/2011 Open	Accounts Payable	GOLDEN STATE STEEL INC		$211,838.77
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$211,838.77	
86766	12/22/2011 Open	Accounts Payable	GOMES & SONS INC, JOE M		$22,708.23
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$12,258.85	
	205 - Sports Complexes	205.11000 (Cash)		$222.38	
	217 - Streets - Gas Tax	217.11000 (Cash)		$2,550.44	
	246 - Landscape Assessment	246.11000 (Cash)		$1,188.20	
	255 - CDBG Housing Program Services	255.11000 (Cash)		$79.02	
	256 - Federal HOME Consortia	256.11000 (Cash)		$39.40	
	405 - Building	405.11000 (Cash)		$131.75	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,484.86	
	420 - WATER	420.11000 (Cash)		$2,420.41	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$605.05	
	426 - Transit - BLAST	426.11000 (Cash)		$562.71	
	502 - Engineering	502.11000 (Cash)		$165.16	
86767	12/22/2011 Open	Accounts Payable	GRAINGER INC, W W		$2,811.77
	Paying Fund	Cash Amount		Amount	
	205 - Sports Complexes	205.11000 (Cash)		$289.06	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,522.71	
86768	12/22/2011 Open	Accounts Payable	GROENIGER & CO INC		$9,956.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$945.83	
	420 - WATER	420.11000 (Cash)		$9,010.17	
86769	12/22/2011 Open	Accounts Payable	GUINN III, MARVIN, OLIVER		$998.44
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$998.44	
86770	12/22/2011 Open	Accounts Payable	HOLT OF CALIFORNIA INC		$2,443.31
	Paying Fund	Cash Amount		Amount	

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86771	410 - WATER QUALITY CONTROL (WQC) 12/22/2011 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Amount	$2,443.31	HONDA KAWASAKI OF MODESTO Amount	$209.38
86772	266 - Police Services Grants 12/22/2011 Open Paying Fund	266.11000 (Cash) Accounts Payable Cash Amount	$209.38	HSQ INC Amount	$2,183.48
86773	410 - WATER QUALITY CONTROL (WQC) 12/22/2011 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Amount	$2,183.48	HUNTINGTON COURT REPORTER Amount	$2,581.36
86774	110 - General Fund 12/22/2011 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	$2,581.36	IKON OFFICE SOLUTIONS Amount	$195.66
86775	110 - General Fund 12/22/2011 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	$195.66	IMAGE UNIFORMS(STANS) INC Amount	$142.23
86776	110 - General Fund 12/22/2011 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	$142.23	IMSA Amount	$1,310.00
86777	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/22/2011 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Amount	$780.00 $530.00	INDEPENDENT ELECTRIC INC Amount	$42.76
86778	410 - WATER QUALITY CONTROL (WQC) 12/22/2011 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Amount	$42.76	INTELLI-TECHNOLOGIES AND SERVICES INC Amount	$1,088.00
86779	110 - General Fund 501 - Information Technology 12/22/2011 Open Paying Fund	110.11000 (Cash) 501.11000 (Cash) Accounts Payable Cash Amount	$544.00 $544.00	ITRON INC Amount	$877.38
86780	420 - WATER 12/22/2011 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Amount	$877.38	JCS PROPERTIES INC Amount	$1,544.37
86781	605 - RDA 20% Housing Set Aside 12/22/2011 Open Paying Fund	605.11000 (Cash) Accounts Payable Cash Amount	$1,544.37	JEFFERS PET SUPPLIES Amount	$623.91
	203 - Animal Fee Forfeiture	203.11000 (Cash)	$623.91		

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86782	12/22/2011	Open	Accounts Payable	KLEINFELDER	$4,705.00
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$3,226.00
	426 - Transit - BLAST		426.11000 (Cash)		$1,479.00
86783	12/22/2011	Open	Accounts Payable	LOGICAL DESIGN INC	$288.94
	Paying Fund		Cash Amount		Amount
	501 - Information Technology		501.11000 (Cash)		$288.94
86784	12/22/2011	Open	Accounts Payable	MADRUGA BROS ENT INC	$273.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$240.00
	217 - Streets - Gas Tax		217.11000 (Cash)		$3.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$24.00
	420 - WATER		420.11000 (Cash)		$3.00
	502 - Engineering		502.11000 (Cash)		$3.00
86785	12/22/2011	Open	Accounts Payable	MAGIC SANDS MOBILE HOME	$402.26
	Paying Fund		Cash Amount		Amount
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$402.26
86786	12/22/2011	Open	Accounts Payable	MARK III CONSTRUCTION INC	$104,271.30
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$104,271.30
86787	12/22/2011	Open	Accounts Payable	MAXUM PETROLEUM CO	$885.83
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$295.28
	217 - Streets - Gas Tax		217.11000 (Cash)		$147.64
	246 - Landscape Assessment		246.11000 (Cash)		$147.63
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$147.64
	420 - WATER		420.11000 (Cash)		$147.64
86788	12/22/2011	Open	Accounts Payable	MEDIATION CTR SAN JOAQUIN	$850.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$850.00
86789	12/22/2011	Open	Accounts Payable	MISSION LINEN SUPPLY INC	$2,268.40
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$688.96
	205 - Sports Complexes		205.11000 (Cash)		$106.76
	217 - Streets - Gas Tax		217.11000 (Cash)		$62.40
	246 - Landscape Assessment		246.11000 (Cash)		$116.16
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$987.57

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	420 - WATER	420.11000 (Cash)			$159.50	
	505 - Fleet	505.11000 (Cash)			$147.05	
86790	12/22/2011 Open	Accounts Payable	MME			$258.57
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$258.57	
86791	12/22/2011 Open	Accounts Payable	MODERN BUILDING INC			$149,645.88
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$149,645.88	
86792	12/22/2011 Open	Accounts Payable	MOST DEPENDABLE FOUNTAINS			$161.97
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$161.97	
86793	12/22/2011 Open	Accounts Payable	MULBERRY MOBILE PARK			$195.73
	Paying Fund	Cash Amount			Amount	
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)			$195.73	
86794	12/22/2011 Open	Accounts Payable	N & S TRACTOR INC			$1,326.50
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,257.23	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$69.27	
86795	12/22/2011 Open	Accounts Payable	NAPA AUTO PARTS			$12.49
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$12.49	
86796	12/22/2011 Open	Accounts Payable	NICK'S ELECTRIC SUPERIOR			$341.92
	Paying Fund	Cash Amount			Amount	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$341.92	
86797	12/22/2011 Open	Accounts Payable	O'REILLY AUTO PARTS			$4.73
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$4.73	
86798	12/22/2011 Open	Accounts Payable	OLDCASTLE PRECAST			$7,300.00
	Paying Fund	Cash Amount			Amount	
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$7,300.00	
86799	12/22/2011 Open	Accounts Payable	P G & E			$4,850.97
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$409.14	
	217 - Streets - Gas Tax	217.11000 (Cash)			$8.11	
	258 - Housing Stimulus Funds	258.11000 (Cash)			$23.46	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$422.34	
	426 - Transit - BLAST	426.11000 (Cash)			$1,035.91	

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	505 - Fleet	505.11000 (Cash)		$2,948.95
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)		$3.06
86800	12/22/2011 Open	Accounts Payable	PACIFIC STORAGE COMPANY	$296.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$296.00
86801	12/22/2011 Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	$112,545.47
	Paying Fund	Cash Amount		Amount
	305 - Capital Facility Fees	305.11000 (Cash)		$112,545.47
86802	12/22/2011 Open	Accounts Payable	POLYDYNE INC	$1,606.50
	Paying Fund	Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,606.50
86803	12/22/2011 Open	Accounts Payable	PRECISION CUSTOM WIRING	$1,017.24
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$1,017.24
86804	12/22/2011 Open	Accounts Payable	PRESORT CTR STOCKTON INC	$9,100.45
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$3,033.49
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,033.48
	420 - WATER	420.11000 (Cash)		$3,033.48
86805	12/22/2011 Open	Accounts Payable	PROTECH SECURITY/ELEC INC	$70.00
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$70.00
86806	12/22/2011 Open	Accounts Payable	R & B COMPANY	$206.61
	Paying Fund	Cash Amount		Amount
	420 - WATER	420.11000 (Cash)		$206.61
86807	12/22/2011 Open	Accounts Payable	R & S ERECTION INC	$627.36
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$627.36
86808	12/22/2011 Open	Accounts Payable	RAY MORGAN COMPANY	$1,112.99
	Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)		$488.73
	205 - Sports Complexes	205.11000 (Cash)		$17.58
	405 - Building	405.11000 (Cash)		$80.68
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$279.44
	420 - WATER	420.11000 (Cash)		$22.38
	502 - Engineering	502.11000 (Cash)		$200.56
	505 - Fleet	505.11000 (Cash)		$23.62

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86809	12/22/2011 Open	Accounts Payable	ROLAND PHD,JOCELYN E		$3,731.25
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,731.25	
86810	12/22/2011 Open	Accounts Payable	SAFETY-KLEEN CORPORATION		$134.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$134.00	
86811	12/22/2011 Open	Accounts Payable	SECURE DELIVERY		$123.00
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$123.00	
86812	12/22/2011 Open	Accounts Payable	SEEGER'S PRINTING INC		$1,347.56
	Paying Fund	Cash Amount		Amount	
	255 - CDBG Housing Program Services	255.11000 (Cash)		$1,347.56	
86813	12/22/2011 Open	Accounts Payable	SIERRA CHEMICAL CO		$8,316.60
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$8,316.60	
86814	12/22/2011 Open	Accounts Payable	SOUTHWEST SCHOOL &		$82.09
	Paying Fund	Cash Amount		Amount	
	270 - Recreation Grants	270.11000 (Cash)		$82.09	
86815	12/22/2011 Open	Accounts Payable	SPRINT		$2,985.53
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,788.77	
	205 - Sports Complexes	205.11000 (Cash)		$95.39	
	217 - Streets - Gas Tax	217.11000 (Cash)		$114.03	
	246 - Landscape Assessment	246.11000 (Cash)		$20.04	
	270 - Recreation Grants	270.11000 (Cash)		$16.72	
	405 - Building	405.11000 (Cash)		$36.07	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$232.63	
	420 - WATER	420.11000 (Cash)		$157.26	
	426 - Transit - BLAST	426.11000 (Cash)		$72.05	
	502 - Engineering	502.11000 (Cash)		$407.05	
	505 - Fleet	505.11000 (Cash)		$45.52	
86816	12/22/2011 Open	Accounts Payable	STANISLAUS CO SUPERIOR CT		$20.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$20.00	
86817	12/22/2011 Open	Accounts Payable	STANISLAUS COUNTY OFFICE OF EDUCATION		$75.00
	Paying Fund	Cash Amount		Amount	

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	270 - Recreation Grants	270.11000 (Cash)		$75.00	
86818	12/22/2011 Open	Accounts Payable	STATE OF CALIFORNIA		$315.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$315.00	
86819	12/22/2011 Open	Accounts Payable	STEP ASIDE EXTERMINATOR		$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
86820	12/22/2011 Open	Accounts Payable	SUPPORT PAYMENT CLEARING		$439.13
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$440.13	
	110 - General Fund	110.11000 (Cash)		($1.00)	
86821	12/22/2011 Open	Accounts Payable	T I D		$61,710.80
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$10,297.81	
	216 - Streets-Local Transportation	216.11000 (Cash)		$29,769.53	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,854.94	
	420 - WATER	420.11000 (Cash)		$18,584.63	
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)		$203.89	
86822	12/22/2011 Open	Accounts Payable	TAYLOR VETERINARY HOS INC		$247.76
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$247.76	
86823	12/22/2011 Open	Accounts Payable	TBA AUTO PARTS		$2,785.74
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,598.27	
	217 - Streets - Gas Tax	217.11000 (Cash)		$78.97	
	246 - Landscape Assessment	246.11000 (Cash)		$72.01	
	405 - Building	405.11000 (Cash)		$2.25	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$252.74	
	420 - WATER	420.11000 (Cash)		$551.71	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$20.53	
	426 - Transit - BLAST	426.11000 (Cash)		$206.05	
	502 - Engineering	502.11000 (Cash)		$3.21	
86824	12/22/2011 Open	Accounts Payable	TID		$22.62
	Paying Fund	Cash Amount		Amount	
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)		$22.62	
86825	12/22/2011 Open	Accounts Payable	TIRE DIST SYSTEM INC		$1,667.06
	Paying Fund	Cash Amount		Amount	

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	217 - Streets - Gas Tax	217.11000 (Cash)		$1,477.90	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$38.05	
	426 - Transit - BLAST	426.11000 (Cash)		$151.11	
86826	12/22/2011 Open	Accounts Payable	TURLOCK DOOR & WINDOW INC		$299.80
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$299.80	
86827	12/22/2011 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$200,000.00	
86828	12/22/2011 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$255.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$255.00	
86829	12/22/2011 Open	Accounts Payable	UNIVAR USA INC		$4,208.46
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,208.46	
86830	12/22/2011 Open	Accounts Payable	US BANK-VISA		$48,965.49
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$15,364.47	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$241.59	
	205 - Sports Complexes	205.11000 (Cash)		$3,230.80	
	216 - Streets-Local Transportation	216.11000 (Cash)		$2,160.17	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,790.24	
	226 - Traffic Tax	226.11000 (Cash)		$486.52	
	242 - Computer Replacement	242.11000 (Cash)		$7,360.21	
	246 - Landscape Assessment	246.11000 (Cash)		$1,131.28	
	265 - Fire Department Grants	265.11000 (Cash)		$285.10	
	270 - Recreation Grants	270.11000 (Cash)		$1,338.47	
	405 - Building	405.11000 (Cash)		$677.20	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$11,315.73	
	420 - WATER	420.11000 (Cash)		$2,276.95	
	501 - Information Technology	501.11000 (Cash)		$430.16	
	502 - Engineering	502.11000 (Cash)		$456.12	
	505 - Fleet	505.11000 (Cash)		$341.13	
	602 - Downtown Improvement Project	602.11000 (Cash)		$79.35	
86831	12/22/2011 Open	Accounts Payable	V & V MFG INC		$411.82
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$411.82	

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

86832	12/22/2011	Open	Accounts Payable	VALLEY BALANCING & AUTO	$1,137.77
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,137.77
86833	12/22/2011	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	$473.31
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$473.31
86834	12/22/2011	Open	Accounts Payable	VISION SERVICE PLAN CA	$3,443.82
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$3,443.82
86835	12/22/2011	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,952.67
	Paying Fund		Cash Amount		Amount
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$2,952.67
86836	12/22/2011	Open	Accounts Payable	WESTFORK ESTATES	$693.47
	Paying Fund		Cash Amount		Amount
	605 - RDA 20% Housing Set Aside		605.11000 (Cash)		$693.47
86837	12/22/2011	Open	Accounts Payable	ZALREICH CHEMICAL CO INC	$29,880.16
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$29,880.16
86838	12/22/2011	Open	Accounts Payable	Bains, Sukhjinder	$220.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$220.00
86839	12/22/2011	Open	Accounts Payable	BERTRAM, BRANDON	$162.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$162.00
86840	12/22/2011	Open	Accounts Payable	BOY SCOUTS OF AMERICA POST 0900	$170.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$170.00
86841	12/22/2011	Open	Accounts Payable	CLEARS INC	$50.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$50.00
86842	12/22/2011	Open	Accounts Payable	Creative Alternatives	$300.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$300.00
86843	12/22/2011	Open	Accounts Payable	DAWSON, JOSHUA	$18.00
	Paying Fund		Cash Amount		Amount
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

86844	12/22/2011 Open	Accounts Payable	Faria, Jaime		$1,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,000.00	
86845	12/22/2011 Open	Accounts Payable	GENERAL DYNAMICS		$595.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$595.00	
86846	12/22/2011 Open	Accounts Payable	GONZALEZ, BETTY		$235.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$235.00	
86847	12/22/2011 Open	Accounts Payable	GRIFFIN, JIM		$18.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$18.00	
86848	12/22/2011 Open	Accounts Payable	HAMMACK, KIM		$993.58
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$993.58	
86849	12/22/2011 Open	Accounts Payable	Harry, Betty Yerby		$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
86850	12/22/2011 Open	Accounts Payable	Hernandez, Ramon		$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
86851	12/22/2011 Open	Accounts Payable	HIS TREE SERVICE INC		$1,100.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,100.00	
86852	12/22/2011 Open	Accounts Payable	HOLIDAY INN EXPRESS & SUITES		$284.76
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$284.76	
86853	12/22/2011 Open	Accounts Payable	Lube N Oil		$500.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$500.00	
86854	12/22/2011 Open	Accounts Payable	NATIONAL EMERGENCY NUMBER ASSOCIATION		$130.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$130.00	
86855	12/22/2011 Open	Accounts Payable	NATIONAL NOTARY ASSOCIATION		$156.00
	Paying Fund	Cash Amount		Amount	
	255 - CDBG Housing Program Services	255.11000 (Cash)		$156.00	

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

86856	12/22/2011	Open	Accounts Payable	NORTON, PHAEDRA		$700.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
86857	12/22/2011	Open	Accounts Payable	PENDLETON, TIM		$276.30
	Paying Fund		Cash Amount		Amount	
	405 - Building		405.11000 (Cash)		$276.30	
86858	12/22/2011	Open	Accounts Payable	Peterson, Gayleen		$1,000.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,000.00	
86859	12/22/2011	Open	Accounts Payable	ROY, ANDY		$18.00
	Paying Fund		Cash Amount		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
86860	12/22/2011	Open	Accounts Payable	SOTO, MARIA		$18.00
	Paying Fund		Cash Amount		Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$18.00	
86861	12/22/2011	Open	Accounts Payable	STANISLAUS COUNTY ASSOC. OF LAW ENFORCEMENT EXECS		$25.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$25.00	
86862	12/22/2011	Open	Accounts Payable	COMBINED BENEFITS ADMIN C		$254,495.60
	Paying Fund		Cash Amount		Amount	
	511 - Health Insurance		511.11000 (Cash)		$254,495.60	
86863	12/22/2011	Open	Accounts Payable	COUNTY BANK VISA		$2,682.59
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,303.21	
	265 - Fire Department Grants		265.11000 (Cash)		$1,379.38	
86864	12/22/2011	Open	Accounts Payable	OLD REPUBLIC TITLE CO		$25,000.00
	Paying Fund		Cash Amount		Amount	
	255 - CDBG Housing Program Services		255.11000 (Cash)		$12,500.00	
	256 - Federal HOME Consortia		256.11000 (Cash)		$12,500.00	
Type Check Totals:			154 Transactions			$2,394,479.14
AP - Accounts Payable Totals						

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	$2,394,479.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

Payment Register

From Payment Date: 12/16/2011 - To Payment Date: 12/22/2011

	Stopped	0	$0.00	$0.00
	Total	154	$2,394,479.14	$0.00

Grand Totals:

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	$2,394,479.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	154	$2,394,479.14	$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	$2,394,479.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	154	$2,394,479.14	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	154	$2,394,479.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	154	$2,394,479.14	$0.00

5B'

SEPTEMBER 27, 2011
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

3. **A. SPECIAL BRIEFINGS:**

   1. Chamber of Commerce CEO Sharon Silva announced the 4th Annual Business Summit to be held on October 12, 2011, which will provide information and training to Central Valley businesses.

   B. STAFF UPDATES

   1. Housing Program Services Manager Maryn Pitt and Parks, Recreation & Community Facilities Manager Allison Van Guilder provided information on their upcoming department relocations. Housing Program Services will be moving from 144 South Broadway into the old Fire Administration area at 156 S. Broadway at City Hall. Parks, Recreation & Community Facilities will be moving from 301 Starr Avenue to the area being vacated by Housing Program Services.

   2. Housing Program Services Manager Maryn Pitt updated the Council on Affordable Housing Program activities including the Neighborhood Stabilization Program and Residential Rehabilitation Program and provided information on program guidelines. She also announced that the Tax Credit Allocation Committee will meet on September 28, 2011, and that she has received written notification that staff intends to recommend the full tax credit award to the City of Turlock.

   3. Regulatory Affairs Manager/Interim Assistant City Manager Michael Cooke provided information on newly proposed State Storm Water Regulations which are highly restrictive, burdensome, and cost prohibitive. Mr. Cooke identified actions staff has taken to oppose the proposed regulations.

   C. PUBLIC PARTICIPATION: None

4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**
   Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember White, and unanimously carried to adopt the consent calendar as follows:

A. **Resolution No. 2011-188** Accepting Demands of 08/25/11 in the amount of $1,468,816.11; Demands of 09/1/11 in the amount of $832,130.76; Demands of 09/8/11 in the amount of $354,647.30

B. *Motion*: Accepting Minutes of Regular Meeting of September 13, 2011

C. *Motion*: Awarding bid and approving an agreement in the amount of $11,663 (Fund 217) with BC Construction of Ceres, California for City Project No. 11-39, "Palm and Minaret Road Improvements"

D. 1. *Motion*: Approving Contract Change Order No. 3 in the amount of $106,342.35 (Fund 305) for City Project No. 0804A, "Turlock Public Safety Facility – Off-Site Improvements," bringing the contract total to $1,124,404.25

2. **Resolution No. 2011-189** Appropriating $17,152.60 to account number 305-40-441.51270 "Public Safety Facility" to be funded via a transfer of monies from Fund 305 "Carnegie Facility Reconstruction" for City Project No. 0804A, "Turlock Public Safety Facility – Off-Site Improvements"

3. **Resolution No. 2011-190** Appropriating $50,426 to account number 305-40-441.51270 "Public Safety Facility" to be funded via a transfer of monies from Fund 415, "Sewer Construction" for City Project No. 0804A, "Turlock Public Safety Facility – Off-Site Improvements"

E. *Motion*: Approving a contract for landfill services in the amount of $35,000 (Fund 305) to Republic Services, Inc. of Stockton, CA, for the disposal of contaminated soil associated with City Project No. 0804B, "Turlock Public Safety Facility," and ratifying the City Manager signature on said agreement

F. *Motion*: Accepting notification of Contract Change Order No. 1 of a credit in the amount of $29,719 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 – Landscaping, bringing the contract total to $226,810

G. *Motion*: Accepting notification of Contract Change Order No. 1 of a credit in the amount of $9,021 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 5 – Masonry, bringing the contract total to $1,316,112

H. *Motion*: Accepting notification of Contract Change Order No. 1 of a credit in the amount of $41,114 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster, bringing the contract total to $2,456,633

I. 1. **Resolution No. 2011-191** Appropriating $881,255 to account number 420-52-551.51270 "Water Reservoir & Pump Station - Fulkerth (Water Bond Project)", from Non-General Fund 420 "Water Reserve" balance for specialized engineering services to design and provide construction management for City Project No. 11-42, "Water Reservoir & Pump Station on Fulkerth Road"

2. *Motion*: Approving an agreement with Carollo Engineers of Walnut Creek, California, for specialized engineering services to design and provide construction management for a water reservoir and pump station in an amount not to exceed $881,255, from account number 420-52-551.51270 "Water Reservoir & Pump Station - Fulkerth (Water Bond Project" for City Project No. 11-42, "Water Reservoir & Pump Station on Fulkerth Road"

J. *Motion*: Approving an agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation Financial Status Reports and Milestone Status Reports in an amount not to exceed $60,548

K. 1. *Motion*: Approving Contract Change Order No. 3 (Final) in the amount of $94,494.61 (Fund 308) for City Project No. 0827, "WISP Infrastructure Improvements," bringing the contract total to $2,754,478.89
2. *Motion*: Accepting improvements for City Project No. 0827, "WISP Infrastructure Improvements," and authorizing the City Engineer to file a Notice of Completion

L. *Motion*: Accepting notification of Contract Change Order No. 1 in the amount of $17,669.96 (Fund 140) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to $1,362,750.80

M. 1. *Motion:* Approving the sole source procurement of equipment needed for the rebuild of Primary Flotation Clarifier #2 in the amount of $250,000
2. **Resolution No. 2011-192** Authorizing the sole source procurement of Ovivo/Eimco flotation clarifier equipment without compliance to the formal bid procedure in an amount not to exceed $250,000

N. ~~*Motion*:~~**Resolution No. 2011-255** Authorizing the City Manager or his designee to submit a planning grant application to the California Department of Water Resources (DWR) on behalf of the East Stanislaus Regional Water Management Partnership (ESRWMP), and to execute a grant agreement with the Department of Water Resources

O. 1. **Resolution No. 2011-193** Approving a Joint Powers Authority Agreement (JPA) between the Cities of Ceres, Modesto, and Turlock to form the Stanislaus Regional Water Authority (SRWA) for the purpose of directing the future of the proposed Regional Surface Water Supply Project (RSWSP)
2. **Resolution No. 2011-194** Appropriating $75,000 to account number 420-52-550.43515 "Stanislaus Regional Water Authority" from Fund 420 "Water Enterprise" reserve balance for the formation and funding of the JPA

P. *Motion*: Approving Amendment No. 1 to the agreement with Carollo Engineers, City Contract No. 11-936, in the amount of $183,761, to include design, bid and construction management of a new floating cover on Digester No. 4 located at the Regional Water Quality Control Facility (RWQCF), from account number 410-51-534.51137 "Water Quality Control", City Project No. 0751

Q. **Resolution No. 2011-195** Accepting donations received from July through September, Fiscal Year 2011/12, to be deposited as per Exhibit A for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities

R. **Resolution No. 2011-196** Authorizing the extension of the Abandoned Vehicle Abatement Program until April 30, 2022

S. **Resolution No. 2011-197** Accepting Supplemental Law Enforcement Services Fund (SLESF) monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of $100,000 for frontline law enforcement and appropriating said funds for expenditures in Fund 267 "COPS AB3229" for FY 2011/12

T. **Resolution No. 2011-198** Authorizing the creation of one (1) new job classification for the Public Safety Records Supervisor

U. **Resolution No. 2011-199** Accepting a $100 cash donation from Joe and Machelle Bello in support of the City of Turlock's Police Activities League (PAL)

V. **Resolution No. 2011-200** Accepting monetary donations valued at $469.78 from various donors in support of the City of Turlock Animal Control Services and donations of assorted animal related products valued at $1,870.72 utilized in support of the City of Turlock's Animal Control Services operations

W. **Resolution No. 2011-201** Approving the purchase of nineteen (19) replacement patrol cars for Turlock Police Department from Wondries Fleet Group of Alhambra, California, from account number 112-10-116.51112 "General Fund Reserve for Capital Purchases – Marked Patrol Vehicles" in an amount not to exceed $510,225

X. *Motion*: Approving an agreement for special services between the City of Turlock and Sargeant's Wholesale Biologicals for the animal carcass collection program for Turlock Animal Control Services

Y. **Resolution No. 2011-202** Accepting the donation of $10,000 from the Ladies Auxiliary to Veterans of 5059, in support of the construction of the Veterans Memorial at the new Public Safety Facility, to be deposited in account number 305-40-441.37200_002 "Donations – Public Safety Facility"

Z. **Resolution No. 2011-203** Accepting donations received as per the attached worksheet, for Turlock Police Department's National Night Out and Annual Open House & Safety Fair, to be deposited into account number 266-20-255_351.37200 "Police Donations"

AA. **Resolution No. 2011-204** Accepting the donation and installation of sun screens by Paul's Glass Company of Turlock, CA, at Fire Station No. 4, located at 2820 N. Walnut, in the valued amount of $300

AB. **Resolution No. 2011-205** Accepting the donation of used Class B uniform shirts from the Westport Fire Department for the Turlock Fire Explorers Program

AC. Rejecting Claim for Damages filed by Saul Barragan

AD. Rejecting Claim for Damages filed by Cristobal Olivares

6. FINAL READINGS:

A. **Ordinance No. 1156-CS,** Amending Turlock Municipal Code, Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Sections 02, 04 and 05 regarding Informal Bid Limit as introduced on September 13, 2011 was unanimously passed and adopted.

B. **Ordinance No. 1157-CS,** Amending Turlock Municipal Code, Title 1, Chapter 4, entitled "Appeals" regarding Police Permit Appeals as introduced on September 13, 2011 was unanimously passed and adopted.

C. **Ordinance No. 1158-CS,** Amending Turlock Municipal Code, Title 3, Chapter 1, Article 12, entitled "Taxicabs and Automobiles for Hire: Regulations" as introduced on September 13, 2011 was unanimously passed and adopted.

7. PUBLIC HEARINGS

A. Fire Chief Tim Lohman presented the staff report on the request to amend the Turlock Municipal Code Title 4, Chapter 3, Article 2, Section 4(c), regarding Fire Department Access.

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

Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 3, Article 2, Section 4(c), regarding Fire Department Access and setting the final reading for October 11, 2011. Motion carried unanimously.

8. SCHEDULED MATTERS:

A. Economic Development/Redevelopment Manager Heidi McNally-Dial presented the staff report on the request to approve the name change of the Westside Industrial Specific Plan (WISP) area to the Turlock Regional Industrial Park.

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

Action: **Resolution No. 2011-206** Approving the name change of the Westside Industrial Specific Plan (WISP) area to the Turlock Regional Industrial Park was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

Mayor Lazar handled Scheduled Matters Item 8C out of order.

C. Economic Development/Redevelopment Manager Heidi McNally-Dial presented the staff report on the request to approve the inclusion of the City of Turlock as party in the Amicus Brief prepared by Richards, Watson & Gershon.

Councilmember DeHart spoke of the unconstitutionality and fundamental deception involved by the State in regard to the proposed dissolution of redevelopment agencies.

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

Action: Motion by Councilmember White, seconded by Councilmember Jackson, Approving the inclusion of the City of Turlock as party in the Amicus Brief prepared by Richards, Watson & Gershon. Motion carried unanimously.

B. Economic Development/Redevelopment Manager Heidi McNally-Dial presented the staff report on the request to adopt a nonbinding resolution declaring its intent to adopt an ordinance to comply with Part 1.9 of Division 24 of the California Health and Safety Code after October 1, 2011 and taking certain actions in connection therewith.

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

Councilmembers Bublak and DeHart spoke against declaring the intent to adopt the ordinance for reasons including not wanting to risk taxpayer dollars. Other discussion included clarification that this action would only keep options open and the consequences of not declaring intent.

Action: **Resolution No. 2011-207** Adopting a nonbinding resolution declaring its intent to adopt an ordinance to comply with Part 1.9 of Division 24 of the California Health and Safety Code after October 1, 2011 and taking certain actions in connection therewith was introduced by Councilmember Jackson, seconded by Councilmember White, and carried with Councilmembers Dehart and Bublak dissenting.

Mayor Lazar convened the Turlock Redevelopment Agency concurrently with the City Council meeting.

Mayor Lazar requested that Regular Council Meeting Scheduled Matters Item 8D and RDA Scheduled Matters Item 7A be handled concurrently.

D. Economic Development/Redevelopment Manager Heidi McNally-Dial presented the staff report on the request to authorize and approve the execution and delivery of a Transfer Agreement pursuant to Health and Safety Code Section 34194.2 and taking certain other actions in connection therewith.

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

Councilmember Bublak spoke against the execution and delivery of a Transfer Agreement for reasons including that the payment option provided for in the Alternative Voluntary Redevelopment Program is illegal, immoral, and unethical.

Action: **Resolution No. 2011-208** Authorizing and approving the execution and delivery of a Transfer Agreement pursuant to Health and Safety Code Section 34194.2 and taking certain other actions in connection therewith was introduced by Councilmember Jackson, seconded by Councilmember White, and carried with Councilmembers DeHart and Bublak dissenting.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Councilmember Jackson recognized the donation of $10,000 from the Ladies Auxiliary to Veterans of 5059 in support of the construction of the Veterans Memorial at the new Public Safety Facility and thanked all groups that are currently raising money for the memorial.

Councilmember Jackson announced the Fourth Annual Turlock Shines event will be held on Saturday, October 1, 2011, from 8:00 a.m. to 1:00 p.m. at Donnelly Park, and announced there are only five more weeks of the Turlock Farmers' Market which is held on Fridays, from 8:00 a.m. to 1:00 p.m.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:11 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
Deputy City Clerk

SB 2

DRAFT

JANUARY 10, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG

   Mayor Lazar requested a moment of silence in memory of retired City of Turlock employee, Keith Crabtree.

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

   A. Mayor Lazar presented a Proclamation to Craig Pitau, Andy Thorsen and Juliane Thorsen in recognition of the 100th Anniversary of Thorsen's Plumbing, Solar, Heat & Air.

   B. Mayor Lazar noted that retired City employee, Marc St. Pierre, Fire Battalion Chief, could not be in attendance and asked that Chief Lohman present him with a Proclamation honoring his service to the City of Turlock.

   C. Mayor Lazar recognized retired City employee, Floyd Martin, Fire Engineer, and read a Proclamation honoring his service to the City of Turlock.

   D. Vince Harris, Executive Director of the Stanislaus County of Governments (StanCOG), introduced Project Manager Jaylen French, who presented information on the Development of the Stanislaus Sustainable Communities Strategy under SB375.

   E. Water Quality Control Facility Manager John Steve Wilson introduced Mr. Jody Allen, President of the California Water Environment Association (CWEA), who presented a plaque to Mayor Lazar in recognition of the City of Turlock being named the 2011 Northern San Joaquin Section Plant of the Year.

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

   B. STAFF UPDATES

   1. Development Services Director Mike Pitcock provided information regarding the opening of Auto Mall Drive, including past history of the street closure, future plans for a Tuolumne Road "flyover" which would include relocating access to New Life Church via Auto Mall Drive, and the need to enter into discussions with property owners to open Auto Mall Drive on a permanent basis.

   2. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.

C. PUBLIC PARTICIPATION:

Gary Doeskle spoke regarding concerns he has with a private security officer working at the 99 Cent Store on Golden State Boulevard. Mayor Lazar asked that Interim Police Chief Dave Young look into the matter.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:
Councilmember Bill DeHart identified a Conflict of Interest in regard to Consent Calendar Item 5AB, noting the claimant is a personal friend.

5. CONSENT CALENDAR:
Staff requested that items 5F and 5P be removed for separate consideration. Item 5AB was removed due to the Conflict of Interest identified by Councilmember DeHart.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, and unanimously carried to adopt the amended consent calendar as follows:

A. **Resolution No. 2012-001** Accepting Demands of 12/2/11 in the amount of $1,442,245.24; Demands of 12/8/11 in the amount of $784,910.34; Demands of 12/15/11 in the amount of $1,399,405.54

B. *Motion*: Accepting Minutes of Regular Meeting of December 13, 2011

C. **Resolution No. 2012-002** Approving the filling of a vacant Account Clerk II position through an existing Account Clerk I eligibility list

D. 1. *Motion*: Authorizing Contract Change Order No. 1 (Final) in the amount of $2,041 (Fund 420) for City Project No. 10-37, "Downtown PCE Remediation," bringing the contract total to $94,952
2. *Motion*: Accepting improvements for City Project No. 10-37, "Downtown PCE Remediation," and authorizing the City Engineer to file a Notice of Completion

E. 1. *Motion*: Approving Amendment No. 2 for an additional one (1) year extension of the attached Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for the Morgan Ranch Master Plan, in an amount not to exceed $30,000 (Fund 305)
2. *Motion*: Approving Amendment No. 2 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Inc., to provide professional transportation and traffic design services for the Morgan Ranch Master Plan, in an amount not to exceed $37,850 (Fund 305)

F. *Removed for separate consideration.*

G. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($14,660) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to $3,415,340

H. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of $15,602) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 – Roofing and Waterproofing, bringing the contract total to $593,398

I. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($22,400) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to $296,100

J. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($132,032) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to $2,247,968

K. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($122,759) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 - Building and Site Electrical, bringing the contract total to $4,132,855

L. *Motion*: Accepting notification of Contract Change Order No. 1 in the decreased amount of ($3,000) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $881,000

M. *Motion:* Approving Contract Change Order No. 3 in the amount of $278,168.76 (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to $1,657,969.38

N. **Resolution No. 2012-003** Requesting the California Department of Transportation (Caltrans) to post signs referring to "Downtown Turlock" near West Main Street exits on Highway 99

O. *Motion*: Approving a special services agreement with Jensen Appraisal Services for NSP residential appraisal services for Housing Program Services programs, for a period of twenty-four (24) months, in an amount not to exceed $10,000

P. *Removed for separate consideration.*

Q. *Motion*: Approving the exchange agreement with Anthony Mello, City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

R. **Resolution No. 2012-004** Accepting monetary donations valued at $1,951 from various donors and donations of assorted animal related products valued at $1,560 utilized in support of the City of Turlock's Animal Control Services operations

S. **Resolution No. 2012-005** Approving the realignment of the existing 2011-12 budgeted positions of Police Corporals in the Field Operations Division

T. **Resolution No. 2012-006** Ordering the judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982, and ordering that the tax collector be credited with those installments

U. *Motion*: Approving the side letter agreements between the City of Turlock and Turlock City Employees Association (TCEA), Turlock Associated Police Officer's (TAPO), Turlock Associated Firefighters, Local #2434, Turlock Management Association – Public Safety (TMAPS), Turlock Confidential Employees, and Turlock Management Employees, attached as Exhibit A, for the Equalization Adjustment of 4.5% for the period of November 16, 2011 through June 15, 2012

V. *Motion*: Rejecting Claim for Damages filed by James Woo

W. *Motion*: Rejecting Claim for Damages filed by Eddie Dixon

X. *Motion*: Rejecting Claim for Damages filed by Justin Levi Cady

Y. *Motion*: Rejecting Claim for Damages filed by Enrique Morales

Z. *Motion*: Rejecting Claim for Damages filed by Michele Samora

AA. *Motion*: Rejecting Claim for Damages filed by Maria Viveros

AB. *Removed for separate consideration.*

AC. **Resolution No. 2012-007** Establishing a fee for the processing of an initiative petition for any municipal measure

Item 5F Development Services Director Mike Pitcock presented the staff report on the request to accept improvements for City Project No. 11-39, "Palm and Minaret Road Improvements," and authorize the City Engineer to file a Notice of Completion

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, Accepting improvements for City Project No. 11-39, "Palm and Minaret Road Improvements," and authorizing the City Engineer to file a Notice of Completion. Motion carried unanimously.

Item 5P Housing Program Services Manager/Interim Airport Manager Maryn Pitt presented the staff report on the request to approve a facilities management agreement between the City of Turlock and the Turlock Regional Aviation Association for facilities management of the Turlock Municipal Airport and authorize the City Manager to execute the agreement and all related documents.

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

Council discussion with staff included potential sources for generating revenue and grant possibilities. Councilmember Bublak introduced the idea of establishing a subcommittee to include herself and Mayor Lazar to explore bringing airport land into the City.

Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, Approving a facilities management agreement between the City of Turlock and the Turlock Regional Aviation Association for facilities management of the Turlock Municipal Airport and authorizing the City Manager to execute the agreement and all related documents. Motion carried unanimously.

Item 5AB *Motion*: Rejecting Claim for Damages filed by Leilani Jean Blackburn

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, Rejecting Claim for Damages filed by Leilani Jean Blackburn. Motion carried with Councilmember DeHart not participating.

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Development Services Director Mike Pitcock presented the staff report on the request to approve the recommended Program of Projects for Fiscal Year 2011-12 Federal Transit Administration Urbanized Area.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Jackson, Approving the recommended Program of Projects for Fiscal Year 2011-12 Federal Transit Administration Urbanized Area Program Funding. Motion carried unanimously.

B. Planning Director Debbie Whitmore presented the staff report on the request to approve the General Plan Amendment 2009-03 (Hearing Draft 2007-14 Housing Element).

Council discussion included the reduction of the target number of units being identified as affordable to Extremely Low Income households from 20% to 10% and funding matters related to affordable housing projects.

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

Action: **Resolution No. 2012-008** Adopting General Plan Amendment 2009-03 (Hearing Draft 2007-14 Housing Element) was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

C. Chief Building Official Eric Picciano presented the staff report on the request to repeal Turlock Municipal Code Title 8, Chapters 1, 2, 5, 6, 7 and 8, regarding Building regulations and adopting new Title 8, Chapters 1, 2, 5, 6, and 8.

Council discussion included green construction waste, reason for adoption of the code, and fees.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, introducing an Ordinance repealing Turlock Municipal Code Title 8, Chapters 1, 2, 5, 6, 7 and 8, regarding building regulations and adopting new Title 8, Chapters 1, 2, 5, 6 and 8, and setting the final reading for January 24, 2012. Motion carried unanimously.

8. SCHEDULED MATTERS:

A. Interim Assistant to the City Manager/Regulatory Affairs Officer Michael Cooke presented the staff report on the request to accept a report evaluating the customer service provided by the Development Services Division based on the results of a telephone survey of the Department's external customers.

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

Council acknowledged staff's customer service efforts.

Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, Accepting a report evaluating customer service provided by the Development Services based on the results of a telephone survey of the Department's external customers. Motion carried unanimously.

B. City Manager Roy Wasden presented the staff report on the request to adopt a resolution declaring its intent to serve as the Successor Agency of the Turlock Redevelopment Agency as provided for in Part 1.85 of AB X1 26 and electing to retain the housing assets and functions previously performed by the Turlock Redevelopment Agency. Economic Development/Redevelopment Manager Heidi McNally-Dial provided additional information including the lack of clarity and uncertainty regarding current legislation, funding, and timelines.

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

Action: **Resolution No. 2012-009** Adopting a resolution declaring its intent to serve as the Successor Agency of the Turlock Redevelopment Agency as provided for in Part 1.85 of AB X1 26 and electing to retain the housing assets and functions previously performed by the Turlock Redevelopment Agency was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

Adjourn to Turlock Public Financing Authority

Reconvene Turlock City Council Meeting

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

Public Employee Annual Performance Evaluation, Cal. Gov't Code §54957
Title: City Manager

Action: City Council approved the satisfactory performance evaluation of the City Manager.

City Clerk Kellie Weaver provided an oral report of this information at the public meeting.

12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:47 p.m. in memory of Turlock native and former Modesto City Councilmember Harry Kullijian, and offered condolences to his wife, Carol, and family.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5e

CITY OF TURLOCK INC. 1908

Council Synopsis

January 24, 2012

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

Prepared by: Jeff Haney,
Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of $450 (Fund 216) for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," bringing the contract total to $31,020

Motion: Accepting improvements for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On October 25, 2011, staff awarded a contract in the amount of $30,570 to Greg Opinski Construction, Inc of Merced, California for "906 & 930 North Olive Avenue Sidewalk Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	$30,570	October 25, 2011
Change Order No. 1 (final)	$450	January 24, 2012
Adjusted Contract Total	$31,020	

Change order No. 1 (Final) includes:

Adjustment of final quantities used during construction.

All work has been completed to City standards. Staff requests authorization to file a Notice of Completion.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 216-40-422.51221 and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of $30,570 will be increased in the amount of $450, bringing the total contract to $31,020.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

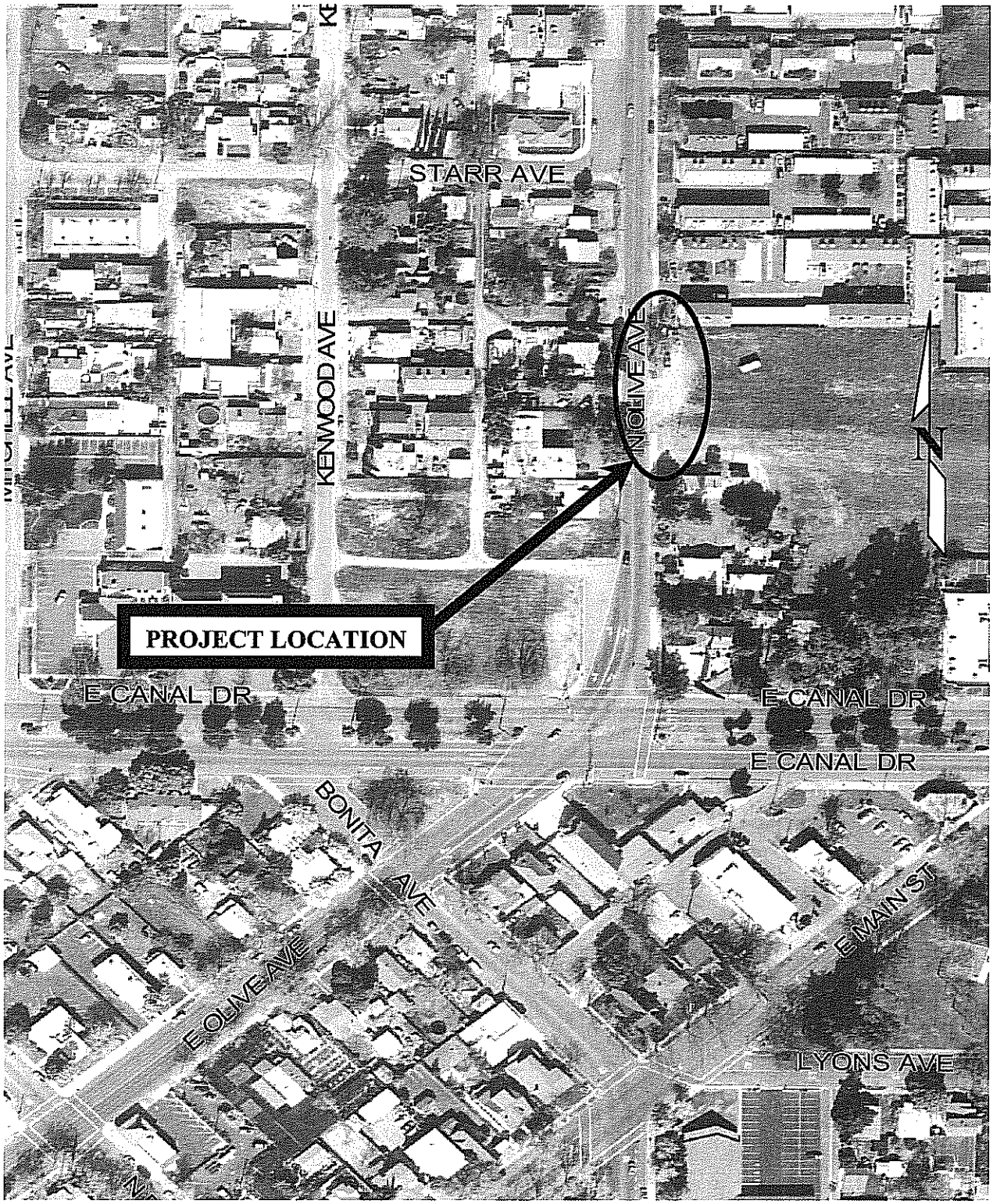
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.

City Project No. 10-70
"906 & 930 North Olive Avenue Sidewalk Improvements"



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Opinski Construction, Inc
145 Riggs Avenue, Suite B
Merced, CA 95340
209.384.2851

Project Name:	906 & 930 North Olive Avenue Sidewalk Improve
Project No.:	10-70
Awarded on:	October 25, 2011
Original Contract Amount:	$30,570.00
Increase to contract:	$450.00
Increase percentage:	1.5%
New Contract Total:	$31,020.00

Change Order No.	1

Description of change order:
Adjustment of actual quantities used in construction

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____ 12/22/11
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 24-Jan-12 **Change Order No.:** 1 (FINAL)
Project Name: 906 & 930 North Olive Avenue Sidewalk Improvements

Opinski Construction, Inc
145 Riggs Avenue, Suite B
Merced, CA 95340

Project No.: 10-70
Contract For: $30,570.00
Contract Award Date: October 25, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$31,020.00
Contractor's Bid Amount for Bid Items	--	--	--	$30,570.00
Subtotal of Difference				**$450.00**
		Total this CCO=		**$450.00**

The original contract sum =	**$30,570.00**
Net change by previous change orders =	**$0.00**
The contract sum will be (increased) by this Change Order =	**$450.00**
The new contract sum including this change order will be =	**$31,020.00**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

906 & 930 North Olive Avenue Sidewalk In Project No. 10-70

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Clearing and Grubbing	LS	$2,100.00	1.00	$2,100.00	1.00	$2,100.00	$0.00
2	Relocate Fence	LS	$100.00	1.00	$100.00	1.00	$100.00	$0.00
3	Relocate Sign	LS	$100.00	1.00	$100.00	1.00	$100.00	$0.00
4	Tree Removal	LS	$2,100.00	1.00	$2,100.00	1.00	$2,100.00	$0.00
5	Earthwork (includes import/export)	LS	$4,100.00	1.00	$4,100.00	1.00	$4,100.00	$0.00
6	6" Vertical Curb and Gutter	LF	$26.00	192.00	$4,992.00	192.00	$4,992.00	$0.00
7	Sidewalk	SF	$4.00	1207.00	$4,828.00	1,207.00	$4,828.00	$0.00
8	Residential Driveway Approach (labor only)	EA	$500.00	2.00	$1,000.00	2.00	$1,000.00	$0.00
9	Aggregate Base	CY	$50.00	32.00	$1,600.00	32.00	$1,600.00	$0.00
10	Hot mix Asphalt	TON	$150.00	46.00	$6,900.00	43.00	$6,450.00	$450.00
11	Adjust Frames and Lids to Grade	EA	$100.00	2.00	$200.00	2.00	$200.00	$0.00
12	Traffic Control	LS	$3,000.00	1.00	$3,000.00	1.00	$3,000.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$31,020.00**		**$30,570.00**	**$450.00**
C.O. #	***CHANGE ORDERS***							
	SUB-TOTAL CHANGE ORDER ITEMS =				**$0.00**		**$0.00**	**$0.00**
	TOTAL PROJECT =				**$31,020.00**		**$30,570.00**	**$450.00**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 10-70
OLIVE AVENUE SIDEWALK IMPROVEMENTS

Notice is hereby given that work on the above-referenced project, adjacent to 906 and 930 North Olive Avenue, located within the City of Turlock's right-of-way, was completed by the undersigned agency on January 24, 2012. The contractor of work was Greg Opinski Construction, 145 Riggs Avenue, Suite B, Merced, California 95341, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on January 25, 2012 at Turlock, California, Stanislaus County

5D

Council Synopsis

January 24, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of $6,225 (Fund 301) with Saunders Air Conditioning and Heating, Inc. of Turlock, for City Project No. 11-59, "Emergency AC Replacement at the Chamber of Commerce"

Motion: Reaffirming the emergency declaration of the City Manager and declaring that there is a need to continue with the replacement of the AC and heating unit at the Chamber of Commerce

2. DISCUSSION OF ISSUE:

The air conditioner that heats the conference room at the Chamber of Commerce broke down in December 2011. The cost of repairs was not warranted for the existing unit, as its useful life was nearing an end. Staff at the chamber of commerce obtained three (3) quotes for the replacement of the unit. The City Manager declared the situation an emergency per council's resolution 2010-028 approved at the January 26, 2010 city council meeting. The resolution delegated authority to the City Manager to declare an emergency and order repair or replacement of public facilities and bypass the competitive bid process pursuant to section 22050(a)(1) and 22050(b)(1) of the public contract code. Engineering staff confirmed that the low bid quote for the replacement work met the requirements of the City's public improvement agreement for minor contracts. Saunders Air Conditioning and Heating, Inc. of Turlock, California, was the lowest bidder.

BIDDER'S SUMMARY:

COMPANY NAME	AMOUNT
Saunders Air Conditioning & Heating	$6,225
Thorsen's Inc.	$6,990
Champion Industrial Contractors	$7,828

The contract was executed and the replacement work was completed around December 22nd. Pending the delivery of the signed building permit and other closeout documents, staff will prepare a separate Notice of Completion agenda item for a future council meeting.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder. The contract has been executed per the City Manager's emergency declaration. The recommended action is to formally authorize the Award of Bid.

B) Per Council Resolution 2010-028, City Manager has been delegated authority to declare an emergency and order repair of or replacement of public facilities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The funding source for this work is line item 301-50-520.51300, "Repairs." Adequate funds are available in this line item for the repair work.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Not award bid to Saunders Air Conditioning and Heating, Inc.. Staff does not recommend this alternative because the work has been declared an emergency by the City Manager and the work has been completed.

CITY PROJECT NO. 11-59
Emergency AC Replacement at the Chamber of Commerce.

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO.:11-59
PROJECT NAME: Emergency AC Replacement at the Chamber of Commerce

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and Saunders Air Conditioning & Heating hereinafter called "Contractor" on this 20th day of December, 2011 (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 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:

• Replace the existing air conditioning and heating unit with a Day & Night 5-Ton Packaged System. Includes removal and disposal of old equipment, retro fit of new system to existing rooftop stand, reconnections of gas, electrical and condensate lines, fabrication and installation of new sheet metal fittings to retro-fit new system to existing rooftop elbows, crane lift, retro-fit of new system to existing duct-work, start-up, test operation, material, tax, and labor.
• New system shall include warranties as follows: Heat exchanger-10 years, Compressor-5 years, Parts-5 years, Labor-1 year. Contractor shall provide a signed warranty statement affirming the term of each warranty period.
• A no-fee Encroachment Permit must be signed by the Contractor prior to the start of work.
• Contractor shall directly apply for a building permit for the replacement of the AC unit and shall provide all documentation and forms required by the Building Division prior to issuance of a permit. The building permit fee shall be directly paid for by the City. Upon issuance of a building permit, Contractor shall call in for the required inspections, and complete all replacement work in accordance with local building codes in order to achieve passing inspection results.
• Provide three (3) copies of operations and maintenance manuals.

• Contractor's workers shall be compensated according to the current state prevailing wage rates. Contractors and subcontractors shall maintain and furnish a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. The City will withhold contract payments when payroll records are delinquent or inadequate. The City will withhold contract payments equal to the amount of underpayment and applicable penalties, when after investigation, it is established that underpayment had occurred.
• Complete work within ten (10) working days of the Notice to Proceed.
• Bonds are not required for this project.

2. The Contract:

The complete contract consists of the following documents: This agreement 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. 11-59, "Emergency AC Replacement at the Chamber of Commerce."**

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

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Six Thousand Two Hundred Twenty Five and No/100ths Dollars ($6,225.00).** 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 **10 (Ten)** 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. **Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to Eighty and no/100ths Dollars **($80.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **Performance by Sureties:**

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

11. **Disputes Pertaining to Payment for Work:**

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

12. **Permits, Compliance with Law:**

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

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. **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.

17. 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.

18. 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.

19. 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.

20. Contract Security:

None.

21. 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.

22. 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 an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

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

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

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

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) 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 (b) 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 and automobile liability policies are to 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 automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including

materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

(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 any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with sixty (60) days' prior written notice of such action.

(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: Contractor shall furnish City with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(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.

23. Proof of Carriage of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

24. 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.

25. 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.

26. 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.

27. 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:

SAUNDERS AIR CONDITIONING & HEATING
500 N FIRST STREET
TURLOCK CA 95380

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

N/A

28. Interpretation:

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

29. 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.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 10 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.

(Attach Contractor's Seal Here)

Saunders Air Conditioning & Heating

_____

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

5E

CITY OF TURLOCK INC. 1908

Council Synopsis

January 24, 2012

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

Presented by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Interdepartmental Agreement between the Housing Program Services Division and the Engineering Division to provide design, construction management and inspection services for the capital improvement projects identified in the Consolidated Plan for the period beginning January 10, 2012 and ending June 30, 2015

2. DISCUSSION OF ISSUE:

As part of the City of Turlock Annual Action Plan for 2011-2012 which was approved by the City Council on June 14, 2011, capital improvement projects to be constructed in eligible areas of the City were identified. Specifically, this capital improvement project is for curb, gutter and sidewalk construction in eligible census tracts within the City.

In order to carry out these types of projects, the City will need to satisfy federal laws and regulations regarding the administration of the project and the associated contracts, as well as environmental review. First, the project meets a national objective as required by 24 CFR 570.200(a)(2) by providing a benefit to low-and moderate-income persons. The project is located in Census Tract 38.02 where 70.3 percent of the families fall in the low to moderate income category thereby satisfying the federal requirement that at least 51 percent of the residents are low and moderate income persons (24 CFR 570.208(a)(1)). In addition, pursuant to 24 CFR 570.2(c) the project itself qualifies for CDBG funds as an improvement to an existing public facility.

Second, the City is in the process of completing the environmental review process for the project both for the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). On October 21, 2009, staff determined that the project had converted to Exempt under NEPA pursuant to 24 CFR 58.34(a)(12) because the project does not require any mitigation for compliance with any listed federal statutes or authorities and does not require any formal federal permit or license. Staff has also determined that the project is exempt under Section 15268 (Ministerial Projects) and Section 15301 (Existing Facilities) as the project does not involve the addition of more than 10,000

square feet, public services are available, and the area is not environmentally sensitive.

Finally, HUD requires that any person that is providing services as part of a CDBG project in an employer-employee type of relationship (i.e., a City employee in a division other than the Housing Program Services Division) shall not receive more than a reasonable rate of compensation for personal services. Such services must also be evidenced by a written agreement between the parties which detail the responsibilities, standards, and compensation. For this project, the Housing Program Services Division is seeking design, construction management and inspection services from the Engineering Division in order to carry out the curb, gutter and sidewalk construction. The attached interdepartmental agreement is intended to satisfy the federal requirement. The agreement provides for a maximum of $40,000 in engineering services from the $400,000 total available for the project. Only salary and benefits may be charged to the project in accordance with 24 CFR Part 85. All time spent on the project will be tracked using the Timesheet Professional program used by the Development Services Department.

All other professional services, both design and construction, will be provided by outside contractor's that have been retained based on a competitive process (Projects out to bid) that ensures compliance with the State Public Contracting Code and therefore complies with HUD requirements.

3. BASIS FOR RECOMMENDATION:

Federal regulations (24 CFR 570.200(d)) requires an interdepartmental agreement between the Housing Program Services Division and the Engineering Division.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds for the project are identified in the current budget. The City has allocated $120,000 in Community Development Block Grant (CDBG) funding in Fund Account 255/41.485.47210.006 (Public Improvements) for the purposes of constructing sidewalks in census tract eligible areas.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

Strategic Plan Initiative B. MUNICIPAL INFRASTRUCTURE

Goal(s): A. Identify avenues to address deficiencies in the west side and with sidewalks

Strategic Plan Initiative A) EFFECTIVE LEADERSHIP

Goal: 1. A Accountability for measurable results

6. ENVIRONMENTAL DETERMINATION:

The project has been converted to Exempt under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.34(a)(12) after consultation with the required federal agencies. The interdepartmental agreement is not a project as defined by the California Environmental Quality Act. The curb, gutter and sidewalk construction project is itself exempt from CEQA review pursuant to Section 15268 of the Guidelines for Implementation of the California Environmental Quality Act.

7. ALTERNATIVES:

A. City Council may choose to amend the agreement.

B. City Council may choose not to approve the agreement. Staff does not recommend this option as oversight services are required to ensure that the project is carried out in accordance with City standards and expectations.

INTERDEPARTMENTAL AGREEMENT FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE
CAPITAL IMPROVEMENT PROJECTS/ SIDEWALK PROJECTS
between
CITY OF TURLOCK
Housing Program Services Division
And
Engineering Services Division

THIS AGREEMENT is made this 10th day of January 2012, by and between **the City of Turlock, Housing Program Services Division**, hereafter referred to as "HOUSING" and **the City of Turlock Engineering Services Division**, hereafter referred to as "ENGINEERING".

W I T N E S S E T H:

WHEREAS, HOUSING has received funds from the United States Government under Title 1 of the Housing and Community Development At of 1974, Public Law 93-383, as amended (HUD Act); and

WHEREAS, the City of Turlock has allocated $120,000 in Community Development Block Grant (CDBG) funding in Fund Account 255/41.485.47210.006 FY 2011/12 (Capital Improvements)

WHEREAS, the Capital Improvements such as curb, gutter and sidewalk projects will benefit an area which is located in Census Tract 38.02 where 70.3 percent of the families fall in the low to moderate income category thereby satisfying the federal requirement that at least 51 percent of the residents are low and moderate income persons; and

WHEREAS, Capital Improvement project will serve a national objective as required by 24 CFR 570.200(a)(2) by providing a benefit to low- and moderate-income persons and the project qualifies for CDBG funding pursuant to 24 CFR 570.2(c) (Public facilities and improvements); and

WHEREAS, January 2012, the City determined that the curb, gutter sidewalk project is Categorically Excluded under the National Environmental Policy Act pursuant to 24 CFR 58.5(a)(1) and converted to Exempt, pursuant to 24 CFR 58.34(a)(12), because the project does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; and

WHEREAS, HOUSING has a need for engineering support services to oversee, manage, and inspect the construction of the capital improvement project to ensure compliance with engineering and City standards and specifications; and

WHEREAS, ENGINEERING has unique knowledge, skills and training in California Public Contracting Codes and its associated regulations, in the City of Turlock Specification and Drawings, and in construction management and inspection that are required to carry out these responsibilities for the project; and

WHEREAS, ENGINEERING is duly trained, qualified, and experienced to provide such service, hereinafter referred to as "Services", and agrees to perform the work in accordance with all U.S. Housing and Urban Development laws and regulations.

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

1. **SCOPE OF WORK:** ENGINEERING shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the contract management and inspection services for the 2011-2012 curb gutter sidewalk project for an amount not to exceed $20,000, hereafter referred to as "Services", and shall perform such Services in accordance with the standards of its profession; and

2. **CONTACT FOR SERVICES:** The Housing Program Services Division, Real Estate and Housing Program Services Manager, shall be the contact for HOUSING and shall be responsible for approving all payment requests. Nathan Bray, Assistant Engineer, shall be the contact for ENGINEERING.

3. **PERSONNEL AND EQUIPMENT:** ENGINEERING shall provide all personnel needed to accomplish the Services hereunder. ENGINEERING shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as ENGINEERING shall reasonably require to accomplish said Services. Personnel that may be assigned and billed at **SALARY AND BENEFITS ONLY** pursuant to this agreement are:

Nathan Bray, Associate Engineer, $70.48
Stephen Fremming, Assistant Engineer, $57.99
Rich Fultz, Development Services Supervisor/ City Surveyor, $99.85
Anthony Garcia, Public Works Construction Inspector, Sr., $73.44
Yolanda Gardini, Senior Secretary, $48.98
Jim Gillenwater, Public Works Construction Inspector, Sr., $73.44
Jeff Haney, Engineering Technician, Sr., $60.87
Eric Picciano, Principal Civil Engineer, $110.09
Mike Pitcock, Development Services Director/ City Engineer, $140.50
Manual Quintero, Public Works Construction Inspector, Sr., $73.44

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

5. **COMPENSATION:** HOUSING agrees to pay ENGINEERING salary and benefits (see item #3 above), and pre-approved direct costs, for the staff assigned to perform the services identified in Section 1, above.

a. ENGINEERING shall maintain a written or electronic record of the hours

and tasks performed in delivering said Services and shall provide a monthly report to HOUSING.

b. ENGINEERING will ensure that all hours billed to this activity shall be solely for delivering said Services and agrees not to bill any time or direct costs that are required to perform general government business related to the project.

c. Any direct costs, such as, but not limited to, materials, supplies, or advertising, accrued to provide said Services shall be approved in advance by HOUSING prior to incurring the cost. Any charges incurred that have not been pre-approved by HOUSING will not be reimbursed under this agreement.

d. ENGINEERING shall normally be paid by transferring the funds from Fund Account 255/41.485.47210 (Public Improvements) to Fund Account 502/40.410.37010.000 (Engineering Fees). The timing of such payments shall correspond with the drawdowns for the project and shall be made in arrears on an approximately quarterly basis for work performed.

e. If HOUSING disputes any items for a reasonable cause, which includes but is not limited to unsatisfactory service, HOUSING will furnish ENGINEERING with a written description of any disputes and then contact ENGINEERING to resolve the dispute. In the event that the dispute remains unresolved, then HOUSING and ENGINEERING shall appeal such dispute to the Turlock City Manager within ten (10) business days.

f. When the dispute is settled, payment shall be made in the same manner set forth in this Section 5.

g. HOUSING reserves the right to only pay for such services rendered to the satisfaction of HOUSING.

6. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period beginning January 10, 2012 and ending June 30, 2012, subject to HOUSING'S availability of funds. Refer to Exhibit "A" attachment for specifications. The agreement may be extended by mutual agreement of all parties.

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

8. GENERAL PROVISIONS:

a. ENGINEERING shall comply with the entire requirement of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations) in performing the duties required under this contract.

b. ENGINEERING shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ENGINEERING shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

c. ENGINEERING shall not load or permit any part of the structure to be loaded with a weight which will endanger the safety of persons or property.

d. HOUSING and ENGINEERING agree to abide by applicable City of Turlock Housing Program Services Division guidelines and procedures.

e. ENGINEEERING agrees to retain all required records for three years after final payments are made and other pending matters are closed.

f. Access by the grantee, the sub grantee, the Federal grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of ENGINEERING which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

9. ADDITIONAL REQUIREMENTS:ENGINEERING shall comply with all applicable federal, State and local laws and regulations, including, but not limited to:

a. EQUAL EMPLOYMENT OPPORTUNITY: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13,1967, and as supplemental in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

b. DRUG-FREE WORK PLACE: Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

c. CONFLICT OF INTEREST: ENGINEERING agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

(i) ENGINEERING shall abide by the written code or standards of conduct that have been adopted by the Housing Program Services Division regarding the conduct of it employees and

contractors.

(ii) No employee, officer or agent of ENGINEERING shall participate in the 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.

(iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, constant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

d. ANTI-KICKBACK ACT: Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemental in Department of Labor regulations (29 CFR part 3). (ALL contracts and subgrants for construction or repair)

e. DAVIS-BACON ACT: Compliance with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemental by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

f. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Compliance with the Contract Work Hours and Safety Standards Act (40 CFR U.S.C. 327 *et seq.*).

g. CLEAN WATER ACT: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of The Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

h. PROHIBITED ACTIVITY. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities: inherently religious activities; lobbying; political patronage; and nepotism activities.

i. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

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

CITY OF TURLOCK
HOUSING PROGRAM SERVICES DIVISION
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Michael G. Pitcock, Development Services Director

CITY OF TURLOCK
ENGINEERING DIVISION

By: _____
Eric Picciano, Principal Civil Engineer

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

APPROVED AS TO CONTENT:

By: _____
Maryn Pitt, Housing Program Services Manager

ATTEST:

By: _____
Kellie Weaver, City Clerk

Attachment A

Project Specifications and Scope

The City of Turlock is seeking to construct a sidewalk project which consists of the installation of curb, gutter and sidewalk, for approximately 1,130 feet, in an alignment along an existing street. Eleven properties will be affected. Concrete driveways will be installed in some locations, installation of ADA compliant curb returns, the relocation of a fence / wall on one property and all necessary striping and signs. All of the proposed work will occur within the City of Turlock's existing right of way. The City will not need to acquire any parcels in order to construct any improvements, nor will the City need to acquire any easements. The surrounding area (APE) includes single-family, multi-family, commercial, industrial, and public/semi-public properties.

City Engineering will work with City Planning Staff to submit all required environmental review and documentation.

5F

Council Synopsis

January 24, 2012

From: Allison Van Guilder,
Parks, Recreation & Public Facilities Manager

Prepared by: Karen Packwood, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $1,800 to account number 110-61-622-002.44055 "Christmas Parade Supplies" from Fund 110 "General Fund" reserve balance funded by revenue received in account number 110-61-622.35720.002 "Christmas Parade Revenue" to cover unaccounted expenses associated with the parade

2. DISCUSSION OF ISSUE:

A budget transfer from the above account, to the Christmas Parade supply account is necessary to pay a bill that was received from the Turlock Downtown Property Owners Association to cover the cost of advertising for the 2011 Christmas Parade. The revenue received was sponsor and entry fees, but the amount was not accounted for in the expenses for the parade.

3. BASIS FOR RECOMMENDATION:

A. The Parks, Recreation and Public Facilities Division works with the Turlock Downtown Property Owners Association and the Turlock Journal to create multiple marketing pieces for the Turlock holiday events, including the Christmas Parade and Festival of Lights, to share advertising expenses.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

b-v Provide excellent recreation, social and educational programs which promote youth enrichment, support family relationships and provide a safe deterrent to negative behaviors

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact $1,800

Budget Amendment

Appropriation of funds from Fund 110 "General Fund" reserve balance funded by revenue received in account number 110-61-622.35720.002 "Christmas Parade Revenue" to account number 110-61-622-002.44055 "Christmas Parade Supplies".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may choose not to appropriate the funds to pay the Turlock Downtown Property Owners Association to cover the cost of advertising for the 2011 Christmas Parade. This is not recommended since the bill needs to be paid and the funds are available through sponsorships and entry fees.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $1,800 TO ACCOUNT NUMBER 110-61-622-002.44055 "CHRISTMAS PARADE SUPPLIES" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE FUNDED BY REVENUE RECEIVED IN ACCOUNT NUMBER 110-61-622.35720.002 "CHRISTMAS PARADE REVENUE" TO COVER UNACCOUNTED EXPENSES ASSOCIATED WITH THE PARADE	**RESOLUTION NO. 2012-**

WHEREAS, the Christmas Parade was held on Friday, December 2, 2011; and

WHEREAS, the expense is offset by the parade sponsors; and

WHEREAS, the money is available in account number 110-61-622.35720.002.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $1,800 to account number 110-61-622-002.44055 "Christmas Parade Supplies" from Fund 110 "General Fund" reserve balance funded by revenue received in account number 110-61-622.35720.002 "Christmas Parade Revenue" to cover unaccounted expenses associated with the parade.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5G

Council Synopsis

January 24, 2011

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Addendum to a professional services agreement with Teri Black & Company, LLC to conduct an executive recruitment for the position of Police Chief

2. DISCUSSION OF ISSUE:

On September 13, 2011, Council approved a professional services agreement with Teri Black & Company, LLC to conduct an executive recruitment for the position of Police Chief. Once the top candidate has been selected a background investigation must be completed.

Standard practice for the City of Turlock has been to enter into a contract directly with a qualified background investigator to conduct the investigation on the successful candidate. However, because of time constraints and the need to fill this position as soon as possible, it is requested that an addendum be made to the original professional services agreement to increase the scope of work to be performed to add the completion of a California POST compliant background check. This check would be completed by a licensed private investigator who is experienced in conducting police chief background checks in the State of California and has worked extensively with Teri Black & Company.

3. BASIS FOR RECOMMENDATION:

Conducting a search for an experienced, qualified background investigator and entering into an agreement would extend the time it would take to initiate the background investigation. Teri Black & Company has a qualified background investigator ready to begin the investigation process as soon as the top candidate is selected.

Strategic Plan Initiative: EFFECTIVE LEADERSHIP

Goal(s): c. Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed $5,000 – Already appropriated in the current year Police Department budget

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could direct staff to conduct a search for an experienced, qualified background investigator and entering into a separate agreement.

Your Executive Search Solution

PROFFESSIONAL SERVICES AGREEMENT

Teri Black & Company, LLC agrees to provide the following services to the **City of Turlock, CA** (herein referred to as "the Client") in conjunction with the recruitment of a **Police Chief:**

1. Establish job requirements, obtain appropriate stakeholder feedback and develop candidate profile

2. Prepare recruitment brochure and place advertising

3. Execute direct mail campaign and personal outreach strategy

   A. Distribute brochure to network of suitable industry professionals

   B. Identify and contact referral sources

   C. Identify and contact potential candidates

4. Conduct Preliminary Screening

   A. Conduct the initial resume screening

   B. Conduct preliminary interviews

5. Prepare a report summarizing the results of the recruitment process and assist the Client in the selection of finalists

6. Provide advice and assistance to the Client in the design and implementation of the final selection process; prepare materials and facilitate selection activities

7. Assist with coordination of background and reference checks[1]

8. Facilitate negotiations and transition details with candidate selected.

[1] California POST compliant background check will be completed by licensed private investigator and is not part of the scope of services encompassed in this agreement.

Addendum to Professional Services Agreement

Executive Search Services - City of Turlock, Police Chief Recruitment

Additional Scope of Work to be performed entails the completion of a California POST compliant background check which will be completed by a licensed private investigator who is experienced in conducting police chief background checks in the State of California. Reimbursable expenses to be incurred include the cost of records checks, consultant travel, overnight shipping of documents, printing of reports and other miscellaneous expenses.

Additional Professional Service Fees and Expenses will not exceed $5,000.00. This work will be completed by no later than February 29, 2012.

TERI BLACK & COMPANY, LLC **EIN#13-4346458**

4232 Pascal Place, Palos Verdes Peninsula, CA 90274

Teri Black-Brann

(signature)

NAME: Teri Black-Brann

TITLE: President/CEO

DATE: January 5, 2012

CITY OF TURLOCK

156 S. Broadway, Ste. 230, Turlock, CA 95380-5454

(signature)

NAME: _____

TITLE: _____

DATE: _____

OK for Agenda

5H

Council Synopsis

January 24, 2012

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the 2012 City Council Meeting Schedule

2. DISCUSSION OF ISSUE:

The attached resolution sets the dates for the 2012 City Council meetings in conformance with the Turlock Municipal Code. Turlock Municipal Code Section 2-1-02 states that regular meetings of the Council shall, unless cancelled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 7:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24) or Christmas Day (December 25) in which event the regular meeting shall be held on the third Tuesday of December. In 2012, the fourth Tuesday in December falls on the Christmas holiday of December 25, 2012, which would then dictate the regular meeting be held on Tuesday, December 18, 2012. However, Council has traditionally canceled the second regular meeting (fourth Tuesday) in December. The attached 2012 City Council Meeting Schedule reflects this past practice and includes only one meeting in December, to be held on the second Tuesday, December 11, 2012.

The recommended 2012 City Council Meeting Schedule also reflects current law in regard to RDA/Successor Agency meetings and may be amended in the future as changes are made to existing law.

3. BASIS FOR RECOMMENDATION:

A. Staff's recommendation is based on the requirements of the Turlock Municipal Code and on past preferences expressed by members of the City Council.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation/function of the City Council/City Government.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this calendar 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 2nd and 4th Tuesday of 2012 (including December 18th) 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 specific 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 2012 CITY COUNCIL MEETING SCHEDULE	}	**RESOLUTION NO. 2012-**

WHEREAS, annually, the City Council adopts a calendar establishing the meetings for the year; and

WHEREAS, Exhibit A sets the meeting dates for 2012 in accordance with the requirements of the Turlock Municipal Code.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2012 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 24th day of January, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

2012
CITY OF TURLOCK
CITY COUNCIL MEETINGS

JANUARY 10	**7:00 p.m.**	*(also Regular meeting for the RDA/PFA)*
JANUARY 24	**7:00 p.m.**	*(also Regular meeting for the RDA/PFA)*
FEBRUARY 14	**7:00 p.m.**	*(also Regular meeting for the PFA)*
FEBRUARY 28	**7:00 p.m.**	*(also Regular meeting for the PFA)*
MARCH 13	**7:00 p.m.**	*(also Regular meeting for the PFA)*
MARCH 27	**7:00 p.m.**	*(also Regular meeting for the PFA)*
APRIL 10	**7:00 p.m.**	*(also Regular meeting for the PFA)*
APRIL 24	**7:00 p.m.**	*(also Regular meeting for the PFA)*
MAY 8	**7:00 p.m.**	*(also Regular meeting for the PFA)*
MAY 22	**7:00 p.m.**	*(also Regular meeting for the PFA)*
JUNE 12	**7:00 p.m.**	*(also Regular meeting for the PFA)*
JUNE 26	**7:00 p.m.**	*(also Regular meeting for the PFA)*
JULY 10	**7:00 p.m.**	*(also Regular meeting for the PFA)*
JULY 24	**7:00 p.m.**	*(also Regular meeting for the PFA)*
AUGUST 14	**7:00 p.m.**	*(also Regular meeting for the PFA)*
AUGUST 28	**7:00 p.m.**	*(also Regular meeting for the PFA)*
SEPTEMBER 11	**7:00 p.m.**	*(also Regular meeting for the PFA)*
SEPTEMBER 25	**7:00 p.m.**	*(also Regular meeting for the PFA)*
OCTOBER 9	**7:00 p.m.**	*(also Regular meeting for the PFA)*
OCTOBER 23	**7:00 p.m.**	*(also Regular meeting for the PFA)*
NOVEMBER 13	**7:00 p.m.**	*(also Regular meeting for the PFA)*
NOVEMBER 27	**7:00 p.m.**	*(also Regular meeting for the PFA)*
DECEMBER 11	**7:00 p.m.**	*(also Regular meeting for the PFA)*

2013

JANUARY 8	**7:00 p.m.**	*(also Regular meeting for the PFA)*
JANUARY 22	**7:00 p.m.**	*(also Regular meeting for the PFA)*

Meetings are currently scheduled to be held in the Yosemite Community Room, Turlock City Hall, 156 S. Broadway, Turlock. See meeting agenda for possible changes in location.

Notes: This calendar reflects current law in regard to RDA/Successor Agencies and may be amended in the future as changes are made to existing law.

The regular City Council meeting scheduled for December 18th is officially cancelled.

01/09/12

RECEIVED 52

JAN 06 2012

CITY OF TURLOCK
CITY CLERK

CLAIM FORM

(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: Charles Lilburn Massey (Name of Entity)

Claimant's name: Uriel Perez Rosacelia Barajas Cardenas

SS#: [redacted] **DOB:** 3-30-64 **Gender:** Male ___ Female ✓

Claimant's address: 1000 Grandview turlock ca 95382

Claimant's Telephone Number(s): 209-535-1936

Address where notices about claim are to be sent, if different from above: 1000 Grandview turlock ca 95382

Date of incident/accident: 11-30-11

Date injuries, damages, or losses were discovered: 11-30-11

Location of incident/accident: Oak st. turlock, CA

What did entity or employee do to cause this loss, damage, or injury? He wasn't paying attention.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

- Charles Lilburn Massey

What specific injuries, damages, or losses did claimant receive? front bumper

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: $ 1,026.67

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) [see Government Code 910(f)].

Please check one box: **Limited: ☒ DOES NOT EXCEED $25,000** **Unlimited: ☐ EXCEEDS $25,000**

How was this amount calculated (please itemize)?

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-6-12 **Signature:** Uriel Perez

If signed by representative:

Print Representative's Name ? Telephone 209-535-1936

Address 1000 Grandview turlock ca 95382

Relationship to Claimant

DIAGRAMS

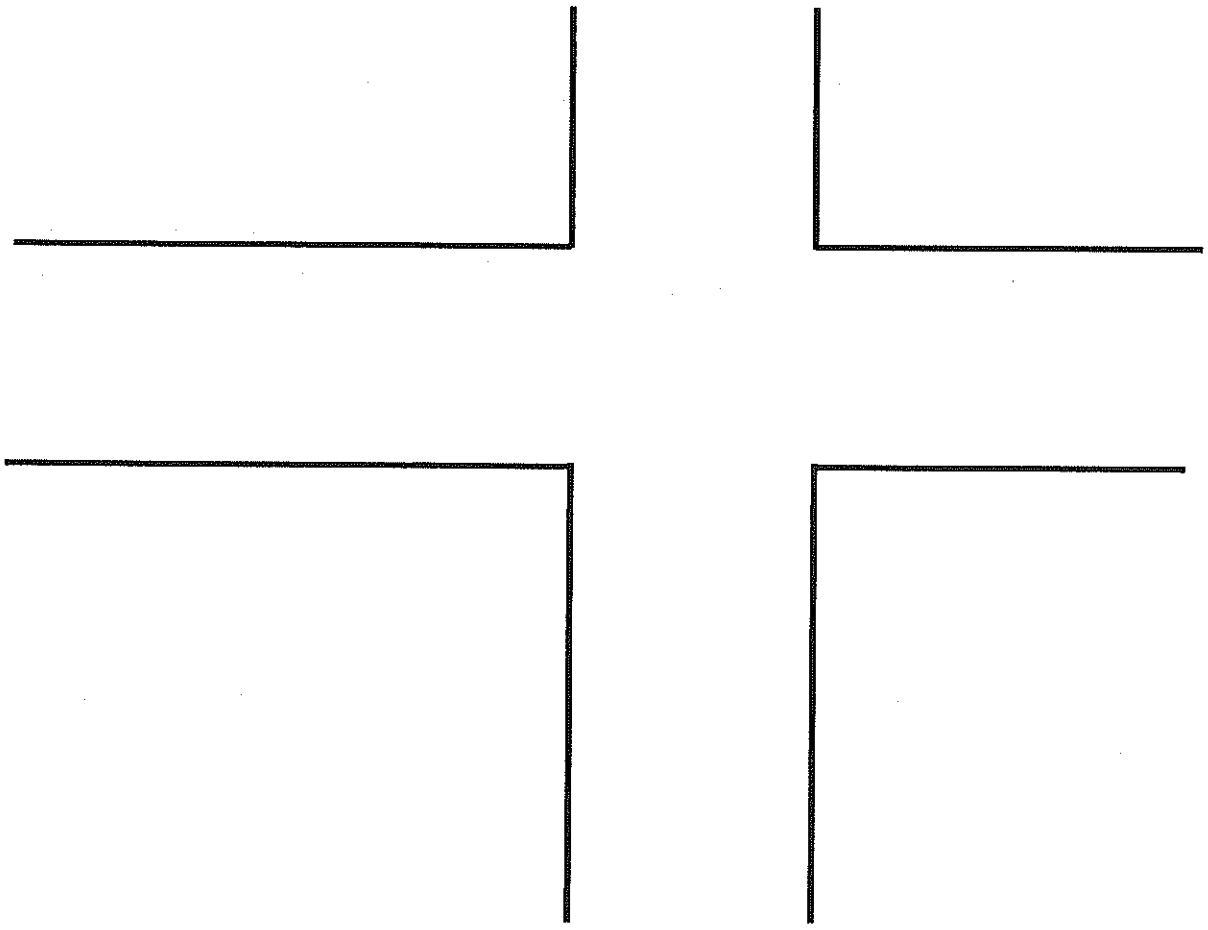
General Diagram

North

attached Police Report

Street Incidents

North



SMITH CHEVROLET BODY SHOP

WE MEET THE NICEST PEOPLE BY ACCIDENT
1601 AUTOMALL DRIVE, 115 FLORENCE STREET,
TURLOCK, CA 95380
Phone: (209) 634-3031
FAX: (209) 669-2149

Workfile ID: ca294e9a
Federal ID: 942499037
License Number: AE-69325

RECEIVED
JAN 09 2012
CITY OF TURLOCK
CITY CLERK

Preliminary Estimate

Customer: BARAJAS CARDENAS, ROSACELIA

Written By: heather del toro

Insured:	BARAJAS CARDENAS, ROSACELIA	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
BARAJAS CARDENAS, ROSACELIA
1000 GRANDVIEW CR
TURLOCK, CA 95380
(209) 535-1936 Evening

Inspection Location:
SMITH CHEVROLET BODY SHOP
1601 AUTOMALL DRIVE
115 FLORENCE STREET
TURLOCK, CA 95380
Repair Facility
(209) 634-3031 Business

Insurance Company:

VEHICLE

Year:	2003	Body Style:	4D P/U	VIN:	3GNEC13T13G245471	Mileage In:	109796
Make:	CHEV	Engine:	8-5.3L-FI	License:	7S09603	Mileage Out:	
Model:	C1500 4X2 AVALANCHE	Production Date:		State:	CA	Vehicle Out:	
Color:	WHITE Int:	Condition:		Job #:			

4 Wheel Disc Brakes	Clear Coat Paint	Intermittent Wipers	Power Mirrors
Air Conditioning	Cloth Seats	Keyless Entry	Power Steering
Alarm	Cruise Control	Message Center	Power Windows
Aluminum/Alloy Wheels	Driver Air Bag	Overdrive	Privacy Glass
AM Radio	Dual Mirrors	Overhead Console	Rear Step Bumper
Anti-Lock Brakes (4)	FM Radio	Passenger Air Bag	Search/Seek
Automatic Transmission	Fog Lamps	Power Brakes	Stereo
Bedliner	Hard Tonneau Cover	Power Driver Seat	Tilt Wheel
CD Player	Heated Mirrors	Power Locks	

Customer: BARAJAS CARDENAS, ROSACELIA

Vehicle: 2003 CHEV C1500 4X2 AVALANCHE 4D P/U 8-5.3L-FI WHITE

Line		Operation	Description	Qty	Extended Price $		Labor	Paint
1			FRONT BUMPER					
2			O/H bumper assy				2.0	
3	*	Repl	Bumper cover 1500	1	454.30		Incl.	
4			Add for fog lamps				0.4	
5			GRILLE					
6		R&I	Grille				0.3	
7			FRONT LAMPS					
8		Repl	LT Headlamp assy	1	296.03		0.2	
9			Aim headlamps				0.5	
10	#		POSS HIDDEN DAMAGE	1				
11		R&I	RT Park/turn lamp				0.3	
12		R&I	RT Headlamp assy				0.2	
13			FENDER					
14	*	Rpr	RT Fender w/cladding				3.0	2.2
15			Add for Clear Coat					0.9
16		R&I	RT Fender liner 1500 w/o cladding				0.4	
17		Repl	RT Lower molding	1	95.05		0.3	
18	#		COVER CAR	1	5.00	T	0.2	
19	#		COLOR MATCH	1			0.5	
20	#		HAZARDOUS WASTE	1	3.00	X		
			SUBTOTALS		**853.38**		**8.3**	**3.1**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				845.38
Body Labor	8.3 hrs	@	$ 65.00 /hr	539.50
Paint Labor	3.1 hrs	@	$ 65.00 /hr	201.50
Paint Supplies	3.1 hrs	@	$ 32.00 /hr	99.20
Miscellaneous				8.00
Subtotal				1,693.58
Sales Tax	$ 949.58	@	7.3750 %	70.03
Grand Total				**1,763.61**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,763.61**

Customer: BARAJAS CARDENAS, ROSACELIA

Vehicle: 2003 CHEV C1500 4X2 AVALANCHE 4D P/U 8-5.3L-FI WHITE

"THIS ESTIMATES HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTORVEHI VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE."

UNDER CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5, SUBCHAPTER 8, SECTION 2695.8.D.2.C, YOU ARE ADVISED, THAT YOU HAVE THE RIGHT TO HAVE ANY REPAIR FACILITY OF YOUR CHOCE TO DO THE REPAIRS TO YOUR VEHICLE. HOWEVER, YOUR INSURANCE COMPANY CAN REASONABLE ADJUST ANY WRITTEN ESTIMATES PREPARED BY THE REPAIR SHOP OF YOUR CHOICE.

IF YOU CHOOSE TO USE A REPAIR FACILITY SUGGESTED BY YOUR INSURANCE COMPANY, THEY WILL GUARANTEE THE DAMAGED VEHICLE TO BE RESTORED TO ITS PRE-LOSS CONDITION AT NO COST TO YOU OTHER THAN AS STATED IN THE POLICE (I.E. POLICY LIMITS OR DEDUCTIBLE) OR ALLOWABLE DEPRECIATION.

Farmers' Non-OEM Sheet Metal Parts Warranty

When you have your vehicle repaired after an accident and the repair estimate includes the use of certain non-OEM sheet metal crash parts (parts not made by or for your vehicle's original manufacturer), Farmers will stand behind those parts for as long as you own the vehicle. If a supplier of a part listed in your repair estimate or the shop that performed the repairs on your vehicle is unable to resolve a legitimate complaint about the quality of the non-OEM sheet metal parts used in the repair, we will make every effort to see that the problem is corrected.

Parts covered by this warranty are limited to hoods, fenders, door shells, truck beds, box sides, tailgates, lift gates, quarter panels, rear outer panels, body side panels, trunk lids and deck lids.

For assistance, contact your nearest Farmers Claims Office or Agent.

DISCLAIMER

This warranty and any representations made herein are non-transferable and its benefits extend only to the party owning the vehicle at the time of the repair. It is not part of your insurance policy and does not constitute an extension of coverage thereunder.

Any person who knowingly presents a false or fraudulent insurance claim for the payment of a loss may be guilty of a crime and may be subject to fines and confinement in state prison.

Preliminary Estimate

Customer: BARAJAS CARDENAS, ROSACELIA

Vehicle: 2003 CHEV C1500 4X2 AVALANCHE 4D P/U 8-5.3L-FI WHITE

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON. THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART A=APPROXIMATE PRICE LABOR TYPES: B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS PATHWAYS: ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NAGS=NATIONAL AUTO GLASS SPECIFICATIONS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED] **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GK02, CCC Data Date 01/03/2012, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2010 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a compl

RECEIVED

JAN 06 2012

CITY ATTORNEY

CLAIM FORM

(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Lovena Gil

SS#: [redacted] **DOB:** 10/20/67 **Gender:** Male ___ Female X

Claimant's address: 2609 D St. Selma Ca. 93662

Claimant's Telephone Number(s): (559) 896-6239 OR (559) 473-8378

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: 11/4/11

Date injuries, damages, or losses were discovered: (2) rims (1) tire

Location of incident/accident: Wayside / Denair

What did entity or employee do to cause this loss, damage, or injury? leaving Turlock P.D. on Palm Came to a stop turned ~~on~~ right on Wayside hit a pot hole and Damaging my rims & tires (3) residence help me to get the help I needed.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? ___

Georgia Colantuno 1132 n. Mitchell [redacted] 95380 (209) 667-1165
Joe Sierra 1158 N. Mitchell

What specific injuries, damages, or losses did claimant receive? (2) rims (1) tire going to need two new rims.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : ___

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) [see Government Code 910(f)].

Please check one box: **Limited:** ☒ **DOES NOT EXCEED $25,000** **Unlimited:** ☐ **EXCEEDS $25,000**

How was this amount calculated (please itemize)? Wholesales Tires & wheels (209) 668-1074 200.
Ferry "Fagal Dynamic (559) 346-0914 300.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1/6/12 **Signature:** Lovena Valdez, Gil

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

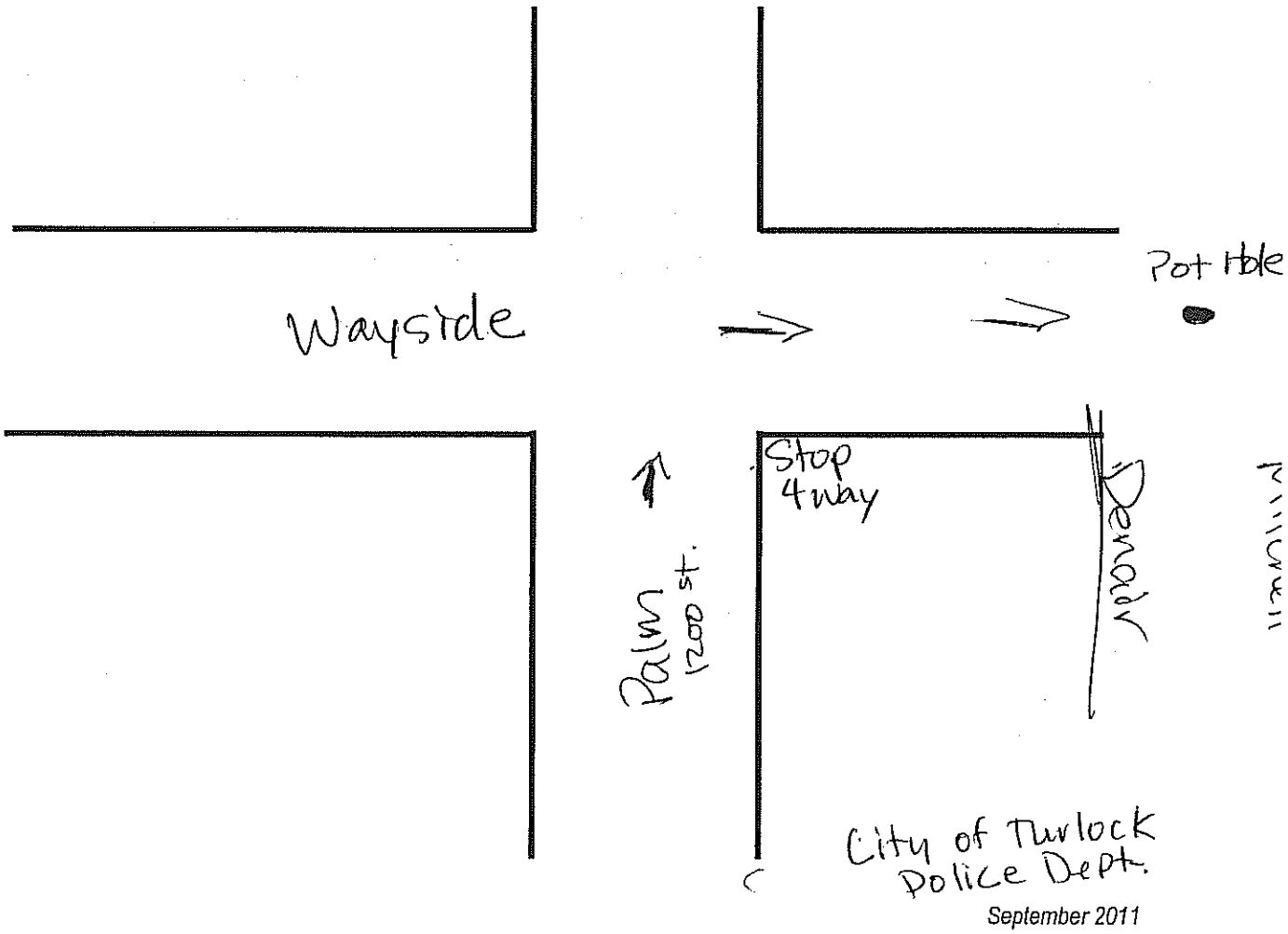
DIAGRAMS

General Diagram

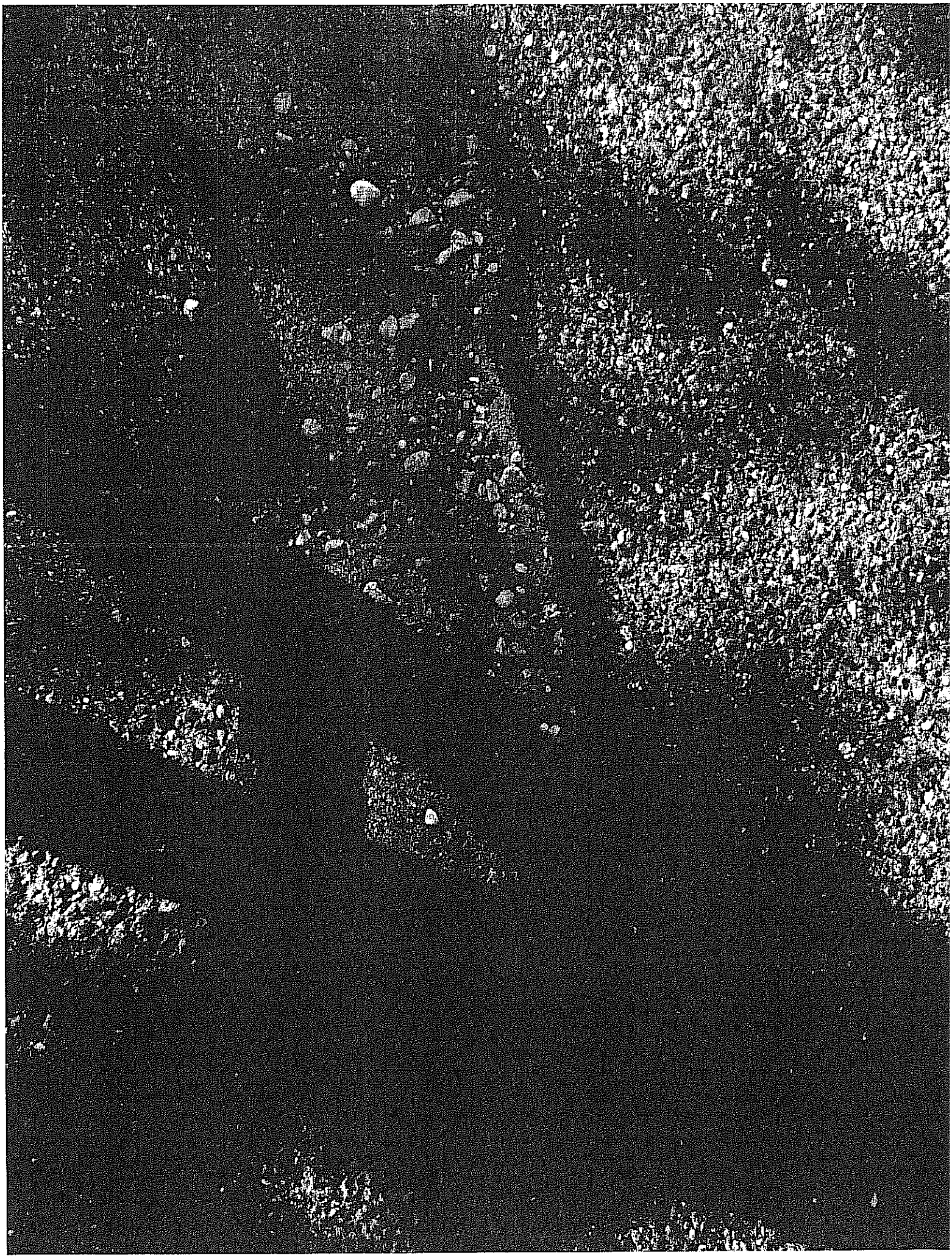
↑ North

Street Incidents

↑ North



September 2011

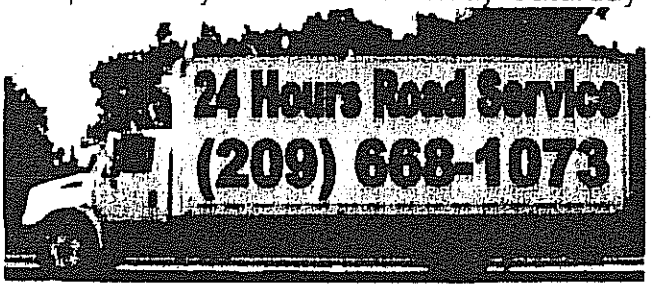


WHOLESALE TIRES & WHEELS

Commercial/Passenger/4x4/SUV

Semi Truck / Farm & Dairy

Open 6 Days a Week—Monday-Saturday



1030 W. Main St.
Turlock, CA 95380
Corner of W. Main St. & Davis

DHILLON
Tel (209) 668-1074
Cell (209) 277-3546

CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTERS 1, 2, 5, 6, 7, AND 8, REGARDING BUILDING REGULATIONS AND ADOPTING NEW TITLE 8, CHAPTERS 1, 2, 5, 6, AND 8	**ORDINANCE NO. -CS**

WHEREAS, an ordinance of the Council of the City of Turlock repealing Title 8 Chapters 1, 2, 5, 6, 7, and 8 of the Turlock Municipal Code and adding new Title 8 Chapters 1, 2, 5, 6, and 8 adopting by reference the following codes:

WHEREAS, the following publications are hereby adopted by reference and incorporated in this Code, except as expressly amended or superseded by the provisions of this chapter. Title 24, 2010 Edition of the California Building Standards Code including the following Parts:

Part 1 California Administrative Code,
Part 2 California Building Code Volumes 1 and 2, incorporating Appendix H, "Signs", and Appendix I, "Patio Covers"
Part 2.5 California Residential Code including Appendix E, Manufactured Housing used as Dwellings, Appendix G, Swimming Pools, Spas, and Hot tubs" and Appendix H, "Patio Covers"
Part 3 California Electrical Code including Annex Chapters A, B, C and D
Part 4 California Mechanical Code including Appendix Chapters A, B and C
Part 5 California Plumbing Code including Appendix Chapters A, B, D, and I
Part 6 California Energy Code including Appendix Chapters
Part 8 California Historical Code including Appendix Chapters
Part 10 California Existing Building Code including Appendix Chapters
Part 11 California Green Building Standards Code, Chapters 1-8
Part 12 California Referenced Standards Code including Appendix Chapters

Tables 3-A through 3-H of the 1994 Uniform Administrative Code

Table 1A within Section 107 of the 1994 Uniform Building Code

The Uniform Housing Code, 1997 Edition as published by the International Conference of Building Officials

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition as published by the International Conference of Building Officials

WHEREAS, The degree in change since the last update to the City Code is so significant.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REPEALED: Title 8, Chapter 1, 2, 5, 6, 7, and 8.

SECTION 2. ADDITION: New Title 8, Chapter 1, 2, 5, 6, and 8.

Chapter 8-1
BUILDING CODE STANDARDS

Sections:

Article 1. Uniform Codes

8-1-101 Purpose.
8-1-102 Adoption.
8-1-103 Finding of necessity for stricter standard.
8-1-104 Amendments, additions and deletions to the California Building Code.
8-1-105 Amendments, additions and deletions to the California Residential Code.
8-1-106 Fees.
8-1-107 Exceptions to fees.
8-1-108 Code defined.
8-1-109 Licenses required.
8-1-110 Addresses to be posted.
8-1-111 Violation: misdemeanor.

Article 2. Permits by Telephone or Internet

8-1-201 Building permits by telephone or internet ("Phone In, Facsimile or internet permits").

Article 3. Board of Building Appeals

8-1-301 General.
8-1-302 Authority to Adopt Rules.
8-1-303 Adopted Code Applicable.
8-1-304 Limitations on Authority.
8-1-305 Appeal Hearing Date.
8-1-306 Request for Information.
8-1-307 Board Decisions.
8-1-308 Appeal of Board's Decision

Article 1. Uniform Codes

8-1-101 Purpose.
The purposes of this chapter are to provide minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the corporate limits of the City.

8-1-102 Adoption.
The following publications are hereby incorporated herein by reference and are adopted by the City of Turlock as the Building Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter:

Title 24, 2010 Edition of the California Building Standards Code including the following parts:

Part 1 California Administrative Code,
Part 2 California Building Code Volumes 1 and 2, incorporating Appendix H, "Signs", and Appendix I, "Patio Covers"
Part 2.5 California Residential Code including Appendix E, Manufactured Housing used as Dwellings, Appendix G, Swimming Pools, Spas, and Hot tubs" and Appendix H, "Patio Covers"
Part 3 California Electrical Code including Annex Chapters A, B, C and D
Part 4 California Mechanical Code including Appendix Chapters A, B and C
Part 5 California Plumbing Code including Appendix Chapters A, B, D, and I
Part 6 California Energy Code including Appendix Chapters
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Table 1A within Section 107 of the 1994 Uniform Building Code

The Uniform Housing Code, 1997 Edition as published by the International Conference of Building Officials

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition as published by the International Conference of Building Officials

One copy of said California Building Standards Code and all other referenced publications, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the Office of the Chief Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

8-1-103 Finding of necessity for stricter standard.
The legislative body hereby makes the finding that a stricter standard than provided by the California Building Code, Section 2111.13.1, Volume 2, 2010 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic conditions which exist in the City during the high-usage period of late fall and winter months, the California Building Code has proven to be insufficient to prevent the high number of fires which have occurred under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

The legislative body hereby makes the finding that a stricter standard than provided by the California Building Code, Section 105.2.2, Volume 1, 2010 Edition, is necessary for the safety of Turlock residents. Due to local climatic and seismic conditions which exist in the City, the California Building Code is insufficient to protect life and safety due to high wind and seismic loads that may occur under the under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

The legislative body hereby makes the finding that a stricter standard than provided by the California Residential Code, Section 313.3.8.1 2010 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic conditions which exist in the City, the California Residential Code has proven to be insufficient to prevent the high number

of pipe failures which have occurred under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

The legislative body hereby makes the finding that a stricter standard than provided by the California Residential Code, Section 1005.3 2010 Edition, is necessary for the fire prevention and safety of Turlock residents. Due to local climatic conditions which exist in the City during the high-usage period of late fall and winter months, the California Residential Code has proven to be insufficient to prevent the high number of fires which have occurred under the current standard. The legislature finds that a higher standard is therefore necessary and proper for the safety of Turlock residents.

8-1-104 Amendments, additions and deletions to the California Building Code
The following amendments, additions and deletions are made to the California Building code adopted by this chapter:

1. Section 1.11.2.1.1 Enforcement is hereby amended to read as follows:
   1.11.2.1.1 The City of Turlock delegates to the Chief Building Official the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R, Division 3 dwellings, as described in Section 310.1 of Part 2 of the California Building Standards Code.
2. Section 101.4.1 is hereby amended to read as follows:
   101.4.1 Gas. The provisions of the California Fuel Gas Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.
3. Section 101.4.2 is hereby amended to read as follows:
   101.4.2 Mechanical. The provisions of the California Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.
4. Section 101.4.3 is hereby amended to read as follows:
   101.4.3 Plumbing. The provisions of the California Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems.
5. Section 101.4.4 is hereby amended to read as follows:
   101.4.4 Property maintenance. The provisions of the California Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.
6. Section 101.4.5 is hereby amended to read as follows:
   101.4.5 Fire prevention. The provisions of the California Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy

of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

7. Section 103.2 Appointment is hereby amended to read as follows:
   The Chief Building Official shall be appointed by the City Manager and shall have the authority of the Building Official granted in said Code.
8. Section 105.1 is hereby amended to read as follows:
   105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to occupy an existing building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.
9. Section 105.1.1. "Annual Permit" Not Adopted.
10. Section 105.1.2. "Annual Permit Records" Not adopted.
11. Section 105.2.2 is hereby amended to read as follows:
    Timber fences not over 6 feet (1,829 mm) high and masonry fences not over 5 feet (1,524mm) high.
12. Section 105.2.9 is hereby amended to read as follows:
    Prefabricated swimming pools accessory to Group R-3 occupancy that are less than 18" deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
13. Section 105.2.10 is hereby amended to read as follows:
    Shade cloth structures constructed for nursery or agricultural purposes, not including service systems and Group M occupancies
14. Section 107.2.3 Means of egress is hereby amended to read as follows.
    107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. The construction documents shall designate the number of occupants to be accommodated on every floor and in all rooms and spaces. The Chief Building Official may waive this requirement.
15. Section 110.1 General is hereby amended to add the following:
    A survey of the lot may be required by the Chief Building official to verify that the structure is located in accordance with the approved plans.
16. Section 110.3.4 Frame inspection is hereby amended to read as follows:
    110.3.4 Frame inspection. Framing inspections shall be made after the roof is loaded, the building is substantially weather tight, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are completed.
17. Section 110.3.5 Lath and gypsum board inspection is hereby amended to delete the following: Exception; Gypsum board that is not part of a fire resistance rated assembly or a shear assembly
18. Section 110.3.11 is hereby added as follows:
    110.3.11 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

    Reinspection fees may be assessed when the inspection record is not posted or not otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is

requested or for deviating from plans requiring the approval of the building official.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

19. Section 2111.13.1 is hereby amended to add the following:
    Factory-built chimneys and fireplaces shall be separated from combustible construction by materials approved for one hour fire-resistive construction on the fireplace and chimney side.
20. Section 3109, "Swimming pool enclosures and safety devices" not adopted.
21. Adopt, Chapter 31B, "Public Swimming Pools."
22. Add Section 3130B.3 as follows.
    3130B.3 Allowance for diatomaceous earth media filters. The installation of swimming pool filters which use diatomaceous earth (D.E.) as a media shall only be allowed if a separation tank is provided.

8-1-105 Amendments, additions and deletions to the California Residential Code
The following amendments, additions and deletions are made to the California Residential Code adopted by this chapter:

1. Section 1.11.2.1.1.1 is hereby amended to read as follows:
   The City of Turlock delegates to the Chief Building Official the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R-3 occupancies as described in Section 1.1.3.1 or CCR Part 2, California Building Code, Section 310.1.
2. Section R101.1 is hereby amended to read as follows:
   R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Turlock and shall be cited as such and will be referred to herein as "this code."
3. Section R101.2 is hereby amended to read as follows:
   R101.2 Scope. The provisions of the California Residential Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures.
   Exception: Live/work units complying with the requirements of Section 419 of the California Building Code shall be permitted to be built as one- and two-family dwellings or townhouses. Fire suppression required by Section 419.5 of the California Building Code when constructed under the California Residential Code for One- and Two-family Dwellings shall conform to Section 903.3.1.3 of the California Building Code.
4. Section R109.1.4 is hereby amended to read as follows:
   R109.1.4 Frame and Masonry inspection. Inspection of framing and masonry construction shall be made after the roof is loaded, the building is substantially weather tight, the roof, masonry, all framing, firestopping, draftstopping and bracing are in place and after chimneys and vents to be concealed are completed and the rough electrical, plumbing, heating wires, pipes and ducts are completed.

5. Section R110.2 is hereby amended to read as follows:
   R110.2 Change in use. Changes in the character or use of an existing structure shall

not be made except as specified in Sections 3406 and 3407 of the California Building Code

6. Section R313.8.1.8 is hereby amended to read as follows:
   The piping system is tested in accordance with the California plumbing Code including a 150# pressure test for two hours to insure continuity of pipe fitting connections.
7. Table R301.2(1) is hereby amended to read as follows:

Table R301.2(1)
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From:			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freeze Index	Mean Annual Temp
	Speed MPH	Topographic Effects		Weathering	Frost Line Depth	Termite					
0	85	No	D	Negligible	12 Inches	Very Heavy	n/a	n/a	Flood Zone X	50	60

8. Section R1005.3 is hereby amended to add the following:
   Factory-built chimneys and fireplaces shall be separated from combustible construction by materials approved for one hour fire-resistive construction on the fireplace and chimney side.
9. Section AE102, "Application to existing manufactured homes and Building Service Equipment" is not adopted.
10. Section AE 301, "Permits" is not adopted.
11. Section AE302.2 is amended to delete the following:
    Where no unusual site conditions exist, the building official may accept approved standard foundation plans and details in conjunction with the manufacturer's approved installation instructions without requiring the submittal of engineering calculations.
12. Section AE305.5.1 is hereby amended to add the following:
    4. Compliance with the manufacture's installation instructions.
13. Section AE501.1 General is hereby amended to read as follows:
    AE501.1 General. A manufactured home shall be installed on a foundation system which has been designed by a California Licensed architect or engineer and constructed to sustain within the stress limitations specified in this code and all loads specified in this code.

    Exception: Foundation plans stamped and approved by the State of California shall be deemed to meet the requirements of this Appendix E.
14. Section AE501.3 is hereby amended to add the following:
    1. Piers shall be considered to resist only vertical forces acting in a downward direction.
15. Section AE503 "Skirting and perimeter enclosures" is not adopted.
16. Section AE504 "Structural Additions" is not adopted.
17. Section AE505 "Building Service Equipment" is not adopted.
18. Section AE506 "Exits" is not adopted.
19. Section AE507 "Occupancy, fire safety and energy conservation standards" is not

adopted.

20. Section AE601 "Footings and Foundations" is not adopted.
21. Section AE603 "Height of piers" is not adopted.
22. Section AE604 "Anchorage Installations" is not adopted.
23. Section AE605 "Ties, materials and installation" is not adopted.
24. Section AE606 "Referenced standards" is not adopted.
25. Section AG102.1 Swimming Pool shall be amended to read as follows:
    SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water over 18 inches (457 mm) deep."
26. Section AG103.4 is hereby added to read as follows:
    AG103.4 Allowance for Diatomaceous earth media filters. "The installation of swimming pool filters which use diatomaceous earth (D.E.) as a media shall only be allowed if a separation tank is provided.
27. Section AG105.2.2 is hereby amended to read as follows:
    The top of the barrier shall be at least 60 inches (1524 mm) above grade measured on the side of the barrier which faces away from the swimming pool.
28. Section AG105.2.8 is hereby amended to read as follows:
    Access gates shall comply with the requirements of Section AG105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching and locking device. Where the release mechanism of the self-latching device is located less than 60 inches (1524 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
    8.1 The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate; and
    8.2 The gate and barrier shall have no opening larger than ½ inch (12.7 mm) within 18 inches (457 mm) of the release mechanism; and
    8.3 All swimming pool construction shall comply with the California Health and Safety Code Swimming Pool Safety Act including Section 115920-115929

8-1-106 Fees.

Table 1-A of Section 107 of Uniform Building Code, Volume 1, 1994 Edition, and Tables 3-A through 3-H of the 1994 Uniform Administrative Code shall be used for the purposes of computing permit, plan check and inspection fees as determined therein. The fees shall be one hundred fifty (150%) percent of the amount so determined.

Fees for plan check and inspection not addressed by the 1994 Uniform Building Code or the 1994 Uniform Administrative Code requirements necessary to meet California Green Building Standards Code, California Energy Code and as related to residential Fire sprinklers shall be based on actual cost recovery.

Fees and deposits for appeals to the Board of Building Appeals shall be as follows:

1) Deposit for appeal to be paid to the City Clerk with the application of appeal: $500
2) In the event that the applicant's appeal of the Building Official's decision is upheld by the Board, no appeal fee shall be incurred and all deposited funds shall be returned to the appellant. If the Building Official's opinion is sustained by the Board of Building Appeals, the total appeal fee shall be based on actual cost recovery

8-1-107 Exceptions to fees.
The following-named owners of proposed buildings shall be required to secure a building permit, if the provisions of this chapter apply to such buildings, but they shall be exempt from the requirements for payment except where the City incurs an actual cost for any plan-checking or permit fee for such buildings: the Federal, State, and County governments and any municipality, school district or other district, agency, or jurisdiction supported by public taxation.

8-1-108 Code defined.
Wherever the word "Code" is used in this chapter, the same shall be deemed to mean and refer to those Codes set forth in Section 8-1-102 of this chapter.

8-1-109 Licenses required.
Nothing contained in this chapter, or the Codes adopted by this chapter, shall be construed or deemed to be a waiver of the applicable provisions of the Municipal Code of the City requiring contractors, subcontractors, or specialty contractors to obtain licenses from the City under the circumstances and conditions therein prescribed.

8-1-110 Addresses to be posted.
All construction sites shall be clearly marked with a street address visible from the street.

8-1-111 Violation: Misdemeanor.
Violation of any provision of this chapter or any Code adopted by the City Council shall constitute a misdemeanor punishable as provided in Title 1, Chapter 2 of this Code.

Article 2. Permits by Telephone or internet

8-1-201 Building permits by telephone ("Phone In, Facsimile or internet permits").
A contractor may apply for building permits by telephone, facsimile or internet when such work is nonstructural and no documentation such as plans or calculations are required.

Work permitted by telephone, facsimile or internet is limited to: re-roofing, sewer and water line repair, termite repair, and mechanical equipment change out.

In order to obtain a "Phone In", facsimile or internet" permit, all of the following conditions must be met:
(a) Contractor has on file with the City of Turlock Building Division a valid license issued by the State of California Licensing Board;
(b) Contractor has a current City of Turlock Business License;
(c) Contractor has a current Worker's Compensation Certificate on file with the Turlock Building Division; and
(d) Contractor has on deposit with the City of Turlock Finance Division a minimum balance of Three Hundred and no/100ths ($300.00) Dollars. To remain eligible, such minimum balance shall be maintained on a monthly basis.

Article 3. Board of Building Appeals

8-1-301 General

In order to hear and decide appeals of orders, decisions or determinations made by the Chief Building Official relative to the application and interpretation of those Codes set forth in Section 8-1-102 of this chapter, there shall be and is hereby created a Board of Building Appeals, hereinafter referred to as the Board, consisting of five (5) members who are qualified by experience and training to pass upon matters pertaining to building construction and are not employees of the jurisdiction. The Building Official shall act as Secretary of the Board.

The members of the Board shall be appointed by the City Council and shall hold office at its pleasure.

8-1-302 Authority to Adopt Rules.
The Board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the Chief Building Official within thirty (30) calendar days of the hearing with a duplicate copy to the appellant.

8-1-303 Adopted Code Applicable.
Except as otherwise provided in those Codes set forth in Section 8-1-102 of this chapter, the Board shall hear appeals in accordance with the procedures set forth herein.

8-1-304 Limitations on Authority.
An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this Code.

8-1-305 Appeal Hearing Date.
As soon as practicable after receiving a written appeal, the Building Official shall fix a date, time, and place for the hearing of the appeal by the Board. Such date shall be not less than ten (10) calendar days nor more than forty-five (45) calendar days from the date the appeal was filed with the Building Official. Written notice of the time and place of the hearing shall be given at least ten (10) calendar days prior to the date of the hearing to the appellant(s) by the Building Official either by causing a copy of such notice to be delivered to the appellant(s) personally or by mailing a copy thereof, postage prepaid, addressed to the appellant(s) at the address(es) shown on the appeal.

8-1-306 Request for Information.
Whenever in the course of any proceedings taken hereunder, the Board shall have cause to request additional information, the same may be requested of the Building Safety Division of the Economic Development Department, the Fire Department, or any other agencies charged by law with enforcement of health or safety requirements of local or state law.

8-1-307 Board Decisions.
The decision of the Board in granting or denying an appeal shall become final on the date of service of the decision.

Decisions of the Board shall be in writing and shall contain findings of fact, a determination of issues presented, and the requirements to be complied with. The decision of the Board shall be issued within thirty (30) calendar days of the hearing. A copy of the decision shall be delivered to the appellant(s) personally or sent by certified mail, postage prepaid, return

receipt requested within thirty (30) calendar days of the effective date of the decision. The effective date of the decision(s) of the Board shall be as stated therein.

8-1-308 Appeal of Board's Decision.

Any appeal of a Board decision must be filed with a court of competent jurisdiction pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6 within thirty (30) calendar days of the service of the decision; otherwise all objections will have been waived. The filing of such appeal within such time limit shall stay the effective date of the decision of the Board.

Chapter 8-2
ELECTRICAL CODE

Sections:

8-2-01 Purposes.
8-2-02 Adoption of the Electrical Code of the City of Turlock.
8-2-03 Definitions.
8-2-04 Assistance to inspectors.
8-2-05 Permit: Issuance: Required licenses.
8-2-06 Permit: Issuance to owner.
8-2-07 Special requirements: Residential.
8-2-08 Special requirements: Commercial and industrial buildings.
8-2-09 Exceptions to fees.
8-2-10 Licenses required.
8-2-11. Violation: Misdemeanor.

8-2-01 Purposes.
The purposes of this chapter are to provide minimum standards to safeguard life, limb, health, property, and the public welfare by regulating and controlling the design, construction, installation, alteration, repair and quality of materials for electrical work within the City of Turlock.

8-2-02 Adoption of Electrical Code of the City of Turlock.
The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Electrical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter.

California Electrical Code 2010 Edition, based on the 2008 National Electric Code, including Annex A, B, and C as published by National Fire Protection Association and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One copy of said California Electrical Code, certified by the Clerk of said City of Turlock, is on file and will be kept on file for use and examination by the public in the Office of the Building Official in said City of Turlock, 156 South Broadway, Turlock, California.

8-2-03 Definitions.
Whenever the following words appear in the California Electrical Code they shall be deemed to mean as follows:
(a) Chief Electrical Inspector shall mean the Chief Building Official or his deputies.
(b) Residential structure defined. "Residential structures," as used in this section means single-family and multi-family dwelling units and attached accessory uses only. Convalescent hospitals, rest homes, hotels and motels shall be considered as commercial.

8-2-04 Assistance to inspectors.
Upon reasonable advance notice being given to the Building Division, the contractor shall furnish the necessary help and equipment to assist the inspector to inspect the work done. This help shall be provided during normal working hours of the trade involved provided

during normal working hours of the trade involved and in a reasonable length of time proportionate to the size of the job.

8-2-05 Permit: Issuance: Required licenses.
No permit shall be issued to any person to do or cause to be done any electrical work regulated by this chapter, except to a person holding a valid unexpired and unrevoked California electrical contractor's license and City contractor's business license, except when and as otherwise provided in this chapter.

8-2-06 Permit: Issuance to owner.
Any permit required by this chapter may be issued to any person to do any electrical work regulated by this chapter in the event that person is the bona fide owner of any such buildings.

8-2-07 Special requirements: Residential.
(a) Not more than ten (10) outlets shall be permitted on any lighting circuit on No. 14 AWG wire.
(b) Where the service conduit is extended to furnish a support for the service drop wires, only rigid conduit of not less than one and one-fourth (1-1/4") inch trade size may be used and shall not extend more than thirty (30") inches beyond the last support.
(c) Substandard service equipment shall be brought up to standard on any and all remodeling jobs or in any case where additional wiring is installed.
(d) On panel and switchboard all circuits shall be identified by means of painting or other approved methods. Type S (non-tamperable) fuses shall be required in all new fuse panel and in existing installations showing evidence of overfusing.
(e) Except with special permission of the Chief Building Official, service entrance conductors shall be copper and not less than No. 2 for one hundred (100) amperes and No. 4/0 for two hundred (200) amperes.
(f) All temporary power pole services shall be at least fifty (50) ampere capacity with properly protected outlets.
(g) Dishwashers and garbage disposals shall each be wired on an individual circuit with No. 12 wire with 20 amp receptacles.
(h) All residential receptacle circuits shall be wired with No. 12 AWG conductors.
(i) A maximum of eight (8) receptacles and/or fixed outlets on each residential circuit shall be allowed.
(j) Bell transformers shall not be installed in attics.
(k) Electrical subpanels may not be installed over any plumbing fixture or in bathrooms or in clothes closets.
(l) Service equipment shall be located on the outside of all dwellings. The outer end of the service raceway shall be terminated where it is accessible to the serving agency.
(m) Where non-metallic sheathed cable is used all grounding on noncurrent carrying metal parts of fixed equipment shall be done by means of a grounding conductor running in the same cable with the circuit conductors.

8-2-08 Special requirements: Commercial and industrial buildings.
(a) Convenience outlets in commercial installations shall be wired with not less than No. 12 AWG wire with a maximum of ten (10) outlets per circuit.
(b) On panel and switchboards, all circuits shall be identified by means of painting or other approved methods. Type S (non-tamperable) fuses shall be required in all new fuse panels and in existing installations showing evidence of overfusing.

(c) Portable type neon signs, phonographs, pinball machines, merchandise dispensers and the like shall be wired with not more than six (6) feet of flexible cord.

(d) Electrical subpanels may not be installed over any plumbing fixtures or in bathrooms or in clothes closets.

8-2-09 Exceptions to fees.

The following-named owners of proposed buildings shall be required to secure a building permit, if the provisions of this chapter apply to such buildings, but they shall be exempt from the requirements for payment except where the City incurs an actual cost for any plan-checking or permit fee for such buildings: the Federal, State, and County governments and any municipality, school district or other district, agency, or jurisdiction supported by public taxation.

8-2-10 Licenses required.

Nothing contained in this chapter, or the Codes adopted by this article, shall be construed or deemed to be a waiver of the applicable provisions of the Municipal Code of the City requiring contractors, subcontractors, or specialty contractors to obtain licenses from the City under the circumstances and conditions therein prescribed.

8-2-11 Violation: Misdemeanor.

Violation of any provision of this chapter or any Code adopted by the City Council shall constitute a misdemeanor punishable as provided in Title 1, Chapter 2 of this Code.

Chapter 8-5
PLUMBING CODE

Sections:

8-5-101 Purposes.
8-5-102 Adoption of the Plumbing Code of the City of Turlock.
8-5-103 Administrative authority.
8-5-104 Exceptions to fees.
8-5-105 Licenses required.
8-5-106 Violation: Misdemeanor.

8-5-101 Purposes.
The purposes of this chapter are to provide minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the corporate limits of the City.

8-5-102 Adoption of the Plumbing Code of the City of Turlock
The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Plumbing Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter.

California Plumbing Code 2010 Edition, including, Appendix A , Appendix B and Appendix I based on the 2009 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One copy of said California Plumbing Code 2010 Edition is on file and will be kept on file for use and examination by the public in the office of the Building Official in said City of Turlock, 156 S. Broadway, Turlock, California

8-5-103 Administrative authority.
Section 102.1 of said California Plumbing Code 2010 Edition is hereby amended to read as follows:

102.1.Authority having Jurisdiction. The Authority Having jurisdiction shall be the Chief Building Official of the Building Department and authorized deputies.

8-5-104 Exceptions to fees.
The following named owners of proposed buildings shall be required to secure a plumbing permit, if the provisions of this chapter apply to such buildings, but they shall be exempt from the requirement for the payment except where the City incurs an actual cost for any plan-checking or permit fee for such buildings: the Federal, State, or County government and any municipality, school district, agency, or jurisdiction supported by public taxation.

8-5-105 Licenses required.
Nothing contained in this chapter, or the Codes adopted by this article, shall be construed or deemed to be a waiver of the applicable provisions of the Municipal Code of the City

requiring contractors, subcontractors, or specialty contractors to obtain licenses from the City under the circumstances and conditions therein prescribed.

8-5-106 Violation: Misdemeanor.
Violation of any provision of this chapter or any Code adopted by the City Council shall constitute a misdemeanor punishable as provided in Title 1, Chapter 2 of this Code.

Chapter 8-6
MECHANICAL CODE

Sections:

8-6-101 Purposes.
8-6-102 Adoption of the Mechanical Code of the City of Turlock.
8-6-103 Licenses required.
8-6-104. Violation: Misdemeanor.

8-6-101 Purposes.
The purposes of this chapter are to provide minimum standards to safeguard life, health, property, and the public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the corporate limits of the City.

8-6-102 Adoption of the Mechanical Code of the City of Turlock
The following publications are hereby incorporated herein by reference and adopted by the City of Turlock as the Mechanical Code of the City of Turlock, except as expressly amended or superseded by the provisions of this chapter.

California Mechanical Code 2010 Edition, including, Appendix A, Appendix B and Appendix C based on the 2006 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

One copy of said California Mechanical Code 2010 Edition is on file and will be kept on file for use and examination by the public in the Office of the Building Official in said City of Turlock, 156 S. Broadway, Turlock, California

8-6-103 Licenses required.
Nothing contained in this chapter, or the Codes adopted by this article, shall be construed or deemed to be a waiver of the applicable provisions of the Municipal Code of the City requiring contractors, subcontractors, or specialty contractors to obtain licenses from the City under the circumstances and conditions therein prescribed.

8-6-104 Violation: Misdemeanor.
Violation of any provision of this chapter or any Code adopted by the City Council shall constitute a misdemeanor punishable as provided in Title 1, Chapter 2 of this Code.

Chapter 8-8
BUILDING MOVING

Sections:

8-8-01 Building defined.
8-8-02 Permits: Required.
8-8-03 Permits: Issuance.
8-8-04 Permits: Denial.
8-8-05 Permits: Applications: Form.
8-8-06 Permits: Applications: Contents.
8-8-07 Suspension or revocation of permits.
8-8-08 Control and supervision.
8-8-09 Permits: Fees.
8-8-10 Permits: Bond or security.
8-8-11 Insurance.
8-8-12 Moving notices: Required.
8-8-13 Moving notices: Form and content.
8-8-14 Protests: Referral to Planning Commission.
8-8-15 Improvements and repairs: Required in certain cases.
8-8-16 Improvements and repairs: Time allowed for completion.
8-8-17 Duties of persons in charge of moving buildings.
8-8-18 Exceptions.

8-8-01 Building defined.
For the purposes of this chapter, "building" shall mean a structure designed, built, or occupied as a shelter or roofed enclosure for persons, animals, or property and used for residential, business, mercantile, storage, commercial, industrial, institutional, assembly, educational, or recreational purposes. A structure containing 120 square feet or less of floor space shall not fall within this definition.

8-8-02 Permits: Required.
No person shall move any building or structure over, along, or across any highway, street, or alley in the City without first obtaining a permit therefor from the City Engineer. All such permits shall be effective for a period of thirty (30) calendar days after the date of issuance.

8-8-03 Permits: Issuance.
A permit shall be issued only under the following conditions:
(a) All the inspection fees and permit fees required by this chapter and by this Code regulating building, electrical, plumbing, and gas installations shall have been paid;
(b) A route of travel within the City shall have been approved by the City Engineer;
(c) The building shall have been inspected and approved, and the certificate of inspection shall have been filed by the Building Official;
(d) The City Engineer shall have determined that the moving equipment to be used, when loaded, will not be detrimental to the streets or other property of the City;
(e) The applicant shall have posted securities and insurance certificates as required by the provisions of Section 8-8-10 and 8-8-11of this chapter;
(f) No written protests shall have been received, or protests which have been received shall have been overruled by the Planning Commission or the Council; and

(g) Required street and alley dedications shall have been made, and all required street or utility improvements and repairs shall have been made or security for such improvement or repair shall have been furnished.

8-8-04 Permits: Denial.
No permit shall be issued to move any building or structure which, in the opinion of the City Engineer or Chief Building Official:

(a) Is so constructed or in such condition as to be dangerous;

(b) Is infested with pests or insanitary;

(c) If it is a dwelling or habitation, is unfit for human habitation;

(d) Is so dilapidated, defective, unsightly, or in such a condition of deterioration or disrepair that its relocation at the proposed site would cause appreciable harm to, or be materially detrimental to, the property or improvements in the district within a radius of 1,000 feet from the proposed site;

(e) If the proposed use is prohibited by the zoning laws of the City;

(f) If the structure is of a type prohibited at the proposed location by any law of the City; or

(g) If the moving of the building or structure will cause unreasonable damage to the trees, plants, and shrubs on and along the public streets.

However, that if the condition of the building or structure, in the judgment of the Chief Building Official, admits of practicable and effective repair, the permit may be issued upon the terms and conditions set forth in Section 8-8-15 of this chapter.

8-8-05 Permits: Applications: Form.
The application for a permit shall be made in writing and in duplicate, upon forms provided by the City, and shall be filed with the Building Official at least fourteen (14) days prior to the date the building is to be moved. The Building Official shall transmit one copy to the City Engineer.

8-8-06 Permits: Applications: Contents.
The application for a permit issued pursuant to the provisions of this chapter shall set forth:

(a) The reason for the moving of the building; a description of the building to be moved, including the construction materials, dimensions, number of rooms, and condition of the exterior and interior;

(b) The proposed improvements to be made to the structure, if any; the proposed improvements to be made to the property, if any; and the street address from which the building is to be moved;

(c) A legal description and street address, if any, of the lot to which such building is to be moved;

(d) A site plan indicating the proposed location of the structure on the lot and the proposed improvements, if any, if such lot is inside the City;

(e) The highways, streets, and alleys of the City over, along, or across which the applicant proposes to move the building;

(f) The proposed moving date and hours;

(g) Whether the building conforms to the zoning laws for the area to which it is to be moved; and

(h) A description of the moving equipment, such as the weight, weight distribution to the wheels of the carrying vehicle, and the like.

8-8-07 Suspension or revocation of permits.
The City Engineer, at any time, for sufficient cause may revoke or suspend any permit granted pursuant to the provisions of this chapter.

8-8-08 Control and supervision.
Every building which is moved on, over, or through any public street, way, or park in the City shall be under the control of the City Engineer, and every such building shall be moved in a careful manner, and the work shall be prosecuted with diligence and to the satisfaction and approval of the City Engineer. The provisions of this section in no way shall relieve the person having the charge of the moving of any building of his obligation to furnish proper supervision.

8-8-09 Permits: Fees.
At the time of filling the application for a permit, fees established by resolution of the City Council shall be paid:

(a) For each building moved from a location inside or outside the City to another location outside the City over a route through the City; and

(b) For each building moved from a location inside or outside the City to another location inside the City, except that an accessory building not over 400 square feet in area may be moved in conjunction with the moving of a residence from the same location to the same location without paying an additional fee therefor.

8-8-10 Permits: Bond or security.
Prior to the issuance of a permit to move a building, the owner of the property from which the building is to be moved, or his agent, shall file with the City Clerk a bond or other form of security in favor of the City conditioned as follows:

(a) To secure the faithful performance of all repairs and improvements required pursuant to the provisions of Section 8-8-15 of this chapter and the faithful performance of all other conditions imposed on the granting of such permit. In no case shall the amount be less than Two Thousand and no/100ths ($2,000.00) Dollars; and

(b) To insure payment to the City of any cost for damages or the destruction of City property or public improvements which may result from the granting of such permit.

(c) Before any work is started on a building or structure, the permittee or his authorized agent shall notify the appropriate utilities in order that all gas, water, and oil pipelines that are to be disconnected from the building may be securely capped and sealed.

(d) Immediately after the moving of any building or structure, the permittee or his authorized agent shall securely barricade all basement excavations and other holes or openings.

(e) Within ten (10) days after the moving of any building or structure, the permittee or his authorized agent shall complete the following work:

(1) Securely close and seal any sanitary piping located on the property;

(2) Fill with dirt or sand any septic tanks or cesspools located on the property;

(3) Fill any openings, excavations, or basement remaining on the land with dirt or sand to the street level or the natural level of the adjoining property unless otherwise directed by the City Engineer;

(4) Remove any buried underground tanks formerly used for the storage of flammable liquids as may be required by the Fire Department; and

(5) Remove all refuse, debris, and waste materials from the property.

The bond required by the provisions of this section shall be in an amount equal to the cost of the work proposed to be done as estimated by the City Engineer.

The bond may be in the form of a corporate surety bond, cash deposit, saving and loan certificate, or an instrument of credit.

An extension of time for the completion of the work required by the provisions of this section may be granted by the City Engineer when, in his discretion, circumstances justify such an extension, but no such extension shall release any bond or other security furnished pursuant to the provisions of this section.

8-8-11 Insurance.
A policy or certificate of liability insurance shall be secured which shall name the City and its agents additional insured and which shall indemnify and save the City harmless from any and all claims, actions, demands, damages, or expenses whatever which may result from the operations of the applicant under the moving permit, if granted, or from the exercise of the privileges conferred upon him by the permit. Such liability insurance shall be in amounts not less than One Hundred Thousand and no/100ths ($100,000.00) Dollars for injuries, including wrongful death, to any one person, in an amount not less than Three Hundred Thousand and no/100ths ($300,000.00) Dollars for injuries or death, and in an amount not less than Fifty Thousand and no/100ths ($50,000.00) Dollars for property damage on account of one accident.

8-8-12 Moving notices: Required.
Within five (5) days after the receipt of an application to move any building to a location inside the City, the Building Official shall cause a notice to be posted on the front and rear of the proposed location and on the front of the building proposed to be moved if the building is located inside the City.

8-8-13 Moving notices: Form and content.
The moving notice required by the provisions of Section 8-8-12 of this chapter shall have a title in letters not less than one inch in height, "MOVING NOTICE"; shall give the existing location of the house by street address and the name and address of the applicant requesting a permit to move such building; shall set forth the date of the posting; and shall state that protests may be filed with the Planning Commission within five (5) days after the date of the posting of such notice, excluding Saturdays, Sundays, and legal holidays.

8-8-14 Protests: Referral to Planning Commission.
Any person shall have the right to file a protest against any building being moved to any location inside the City. Such protest shall be in writing, shall set forth the reasons for the protest, and the name and address of the protestant and shall be filed with the Building Official who will forward it to the Planning Director.

8-8-15 Improvements and repairs: Required in certain cases.
The Building Official may, or the Planning Commission may in all cases where a protest in writing has been received and a hearing has been held thereon, require an applicant to make such improvements and repairs to the building sought to be moved as, in the opinion of the Building Official or the Planning Commission, are required to achieve compatibility with existing structures in the area to which the building is to be moved. The applicant shall make a dedication of all streets, alleys, or ways of the City as shown on the adopted General Plan

and any precise plan for properties adjacent to or in the vicinity of the property on which the building is to be moved, and all street improvements shall be installed, or a bond or security approved by the City covering the cost of such improvements shall be filed with the Building Official.

8-8-16 Improvements and repairs: Time allowed for completion.
The time limit within which any improvements or repairs required by the provisions of this chapter shall be completed shall be written on the permit.

8-8-17 Duties of persons in charge of moving buildings.
Every person in charge of the moving of any building or structure on or over the street of the City shall:

(a) Give at least thirty-six (36) hours written notice to any person responsible for moving or removing wires or the doing of other things necessary to permit the moving of the building over the route approved;

(b) Give thirty-six (36) hours written notice to the Police Chief and Fire Chief of the time and date of the moving and the route over which the building or structure is to be moved; and

(c) Maintain four (4") inch minimum, self-illuminated red lights at each corner of the building from one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise while the building is in route.

8-8-18 Exceptions.
The provisions of this chapter shall apply to all buildings moved in or into the incorporated limits of the City, except as follows:

(a) Temporary storage in transit. Buildings or structure may be moved to a location within the City for the temporary storage thereof for a period not to exceed thirty (30) days under the following terms and conditions:

(1) The permittee shall have a fixed place of business within the City and shall have obtained a business license from the City to engage in the business of moving buildings or structures.

(2) No such buildings or structures shall be stored at any location, or in any manner, or for the purpose of sale in violation of any laws or ordinances of the State or the City.

(3) Any temporary storage shall have endorsed thereon the location and the duration of such storage and any other conditions specified by the Building Official and under which such permit is granted.

(4) The fee for such permit shall be the same as is provided for a permit to move buildings or structures to a location outside the City; provided, however, if the buildings or structures are removed from a temporary storage place to a location inside the City, a new permit shall be obtained on the same terms and conditions as are applicable to the moving of a building from one location inside the City to another location inside the City, including the payment of a fee established by resolution of the City Council for each building, less the amount of the fee previously paid by the permittee for the permit to move the buildings to such storage location.

(b) Temporary buildings. Whenever an application is filed for a permit to move a building or structure for use as a temporary construction office or tool storage building, agricultural building, or other temporary use inside or outside the City, the Building Official may, within his discretion, waive any or all of the provisions of this chapter as he shall deem reasonable under the circumstances.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of January 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 24th day of January, 2012.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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